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

e- RFP Ref. No: JKB/CHQ/GST/Consultant-GST-Compliance/2025-1531
Dated: 04-10-2025

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 The 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 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 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 Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by J&K Bank.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 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.

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.

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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 Reference Number	JKB/CHQ/GST/Consultant-GST-Compliance/2025-1531 Dated: 04-10-2025
Department Name	FINANCE 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)	Mr. G N DAR Incharge Finance, Corporate Headquarters M. A. Road Srinagar, 190 001 e-mail: gst.chq@jkbmail.com Ph.No. 0194-2502653 M. No. +91-9906899966
Tender Type	Open
Bid Document Availability including changes/amendments, if any to be issued	Document can be downloaded Bank's e-Tendering Service Portal https://jkbank.abcprocure.com/w.e.f October 07, 2025 16.00 Hrs. to October 28, 2025 17.00 Hrs.
Last date for pre-Bids queries & submission Mode	on-line through the prescribed e-Tendering portal https://jkbank.abcprocure.com October 13, 2025 17.00 Hrs.
Pre-bid Queries Response date	All communications regarding points / queries requiring clarifications shall be given online on October 20, 2025
Last date and time for Bid	October 28, 2025 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
Opening of Technical & Commercial Bids	To be notified separately
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.
Tender Processing Fee (Non-Refundable)	Rs.1500/-/- (Rupees One Thousand Five Hundred only) to to be credited through Bank Transfer/NEFT only vide below details: Account Name: Tender Fee/Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ Bank: The J&K Bank Ltd

	Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR Number / Tran No. & Date may be uploaded as proof on e-Tendering Portal
Earnest Money Deposit (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
Eligibility & Technical Criteria	As per RFP Document
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

J&K Bank Limited (J&K Bank), a company under Companies Act, 2013, is an old Private Sector Bank. J&K has network of 1,019 business units (as on March 31, 2025) spread across India. The state/union territory wise number of branches is as under:-

S.No	State/UT	No.
1.	J&K	839
2.	Delhi	33
3.	Telangana	2
4.	UP	17
5.	Bihar	1
6.	West Bengal	2
7.	Karnataka	12
8.	Punjab	19
9.	MP	2
10.	Maharashtra	18
11.	Gujarat	4
12.	Tamil Nadu	4
13.	Chhattisgarh	1
14.	Uttarakhand	3
15.	Haryana	13
16.	Chandigarh	1
17.	Goa	1
18.	Himachal Pradesh	5
19.	Jharkhand	1
20.	Kerala	2
21.	Rajasthan	2
22.	Ladakh	37
	Total	**1,019**

The Bank has 22 GST registrations and one ISD Registration Number as on date.

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/Credit Cards, Mobile Banking, etc.

3. Purpose

Since the Bank is required to comply with provisions of GST the Bank invites Request for Proposal (RFP) from consultants of repute and proven track record to advice the Bank for compliance with GST Act/Rules on day to day basis and matters pertaining to service tax.

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

4. Invitation

The Bank invites Proposals (the "Proposals") for selection of a GST/Service Tax 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 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 Advisor/Consultant.

5. Definitions

a. "Bank" means J&K Bank Limited 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" 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 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.

I. The term advisor/consultant, applicant and bidder have been used interchangeably in the RFP document.

6. Eligibility Criteria:

6.1.1. Applicants must read carefully the eligibility criteria provided **Annexure-A.** Proposals of only those Applicants who satisfy these conditions will be considered for opening of commercial bids.

6.1.2. The Eligibility Criteria will apply to the Bidder only and not its Affiliates / member firms working under the common brand name. It should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Applicant or its Affiliates or its member firms, nor from any project or agreement nor had any agreement terminated for breach by such Applicant of its Affiliates or member firms. **Self-Declaration to be furnished on the letter head of the Firm.(Annexure G)**

7. Conflict of Interest:

- 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.

- 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:

  - **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.

  - **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.

- Employees of J&K Bank shall not work as, for or be a part of, the Advisor/consultant.

- Internal/Concurrent/Central or Branch Statutory Auditor of the Bank for Financial Year 2024-2025 & current Financial Year 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.

8. Terms of Reference: As given in Annexure L.

9. Earnest Money Deposit (EMD)

i. The Bidder shall submit the EMD of **₹ 20,000/-** (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 contract.

iii. No interest is payable on the amount of EMD.

10. Clarification and amendment of RFP/EOI documents

10.1 The advisor/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 10.2 below.

10.2 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://**************t only. Besides 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 before the bid submission date.

11. Bidding Document

11.1 Detailed description of the objectives, scope of services, and other requirements relating to the Advisor/Consultant are specified in **Annexure "L"** 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.

11.2 The selection of Consultant shall be on the basis of an evaluation/Selection Process specified in this RFP in Para 12. 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.

12. Preparation of proposals/Bids

12.1 The proposal as well as all related correspondence exchanged by the bidder with Bank shall be written in English language. Bidder who fulfills the eligibility criteria specified in **Annexure A** should submit their bids (both Technical Proposal and Commercial Proposal) online, through Bank's e-Tendering Service Provider's portal **https://jkbank.abcprocure.com** in the format enclosed as **Annexure B** together with **Annexures C to H** and **Annexure I** and other supporting documents by or before **XXXX, 2025 (17:00 hrs.).** Any proposal received by Bank after the deadline for submission shall not be accepted.

12.2 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 L.**

12.3 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.

12.4 The bids shall be in two parts viz. **Technical Proposal** (eligibility criteria) and Commercial Proposal. Both the Technical and Commercial Proposals shall be submitted online, through Bank's e-Tendering Service Provider's Portal https://jkbank.abcprocure.com.

12.5 The eligible bidders, who would qualify as per the eligibility criteria in **Annexure A** would be informed by the Bank and shall be considered as qualified for opening of commercial bid which shall be opened subsequently, after doing technical evaluation as stated in **Annexure M.**

12.6 The technical bid/proposal shall not include any Commercial proposal. An eligibility proposal containing Commercial proposal shall be declared invalid and rejected.

12.7 The commercial proposal should be submitted as per **Annexure I** and should clearly indicate the total cost of the Services/ Assignment in both 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.

12.8 The fee quoted for consultancy shall state the basic fee (Refer **Annexure I**). Taxes (GST) applicable will be paid as per rate prevailing at the time of actual payment). **The amount quoted shall be excluding applicable taxes.**

12.9 The consultant shall be paid lodging, and travelling charges as under. The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection.

a) Travelling in connection with audit/scrutiny/summon /other notices:- Travel by AC 1st Class by any train or by air (Economy Class) of one(1) person.

b) The lodging charges will be paid as under(of one person):

Area(Mumbai/Delhi/Karnataka/Kolkata/Chennai)	Other places
₹ 4,000 / day.*	₹ 3,000 / day.*

(*inclusive of GST)

In case there is availability of Banks own guest house, the reimbursement of hotel expenses will not be admissible, unless there is non- availability of same. Also, reimbursement of lodging and travel shall not be provided if the consultant is having place of business in an area where notice etc. has been received and the partner stationed there is appearing before revenue authorities. The reimbursement will be processed on the production on actual invoices by the consultant.

12.10 Payment will be made after deducting taxes at source as per applicable tax laws and payment shall be made in Indian Rupees only.

12.11 The fees shall be paid subject to deduction of penalties or any amount payable by the selected bidder to the Bank together with applicable GST thereon if any, levied by the Bank in accordance with the provisions of the Contract.

12.12 Amounts/fees payable to the selected bidder as mentioned above shall not be liable for upward revision during the Term of the Contract irrespective of reasons whatsoever including, increase or imposition of new duties, levies, octroi, charges etc. All undisputed payments shall be made by the Bank by direct credit to the Consultant's account through NEFT/RTGS payment mode.

12.13 The Bidder recognizes that all payments to the Bidder under this RFP and subsequent contracts are linked to and dependent on successful achievement and acceptance of milestones/deliverables/activities set out in the scope of work of the Bidder and therefore any delay in achievement of such milestones/deliverables/activities shall automatically result in delay of such corresponding payment.

12.14 The selected bidder will be associated with the Bank till the completion of assignment as given in the **Terms of Reference in Annexure L.** The payments shall be made only upon completion of the work /assignment and to the satisfaction of the Bank and will have to be billed on 6 monthly basis. However, the final bill will be paid on successful filing of Annual Returns (9 & 9C).

12.15 Bank reserves the right to reject any or all of the responses to this RFP without assigning any reason thereof.

12.16 The proposal will be the basis of contract to be signed with the selected bidder. The selected bidder will have to enter into a formal arrangement within **03 days from** the date of acceptance of the offer of the Bank by the successful bidder.

12.17 Bank is not bound to accept any proposal, and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the bidder.

13 <u>Proposal evaluation</u>

13.1 Canvassing in any form would lead to disqualification of the proposal.

13.2 The eligible bidders, who would qualify as per the **eligibility criteria in Annexure A** would be informed by the Bank through e-mail. Final selection will be done as per **Annexure-J**

14 <u>Cancellation of Bid</u>

14.1 J&K Bank reserves the right to re-issue /re-commence/cancel the entire bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or without assigning any reason whatsoeverwithout thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders on the grounds for the J&K Bank's action.

15 <u>Disclaimer</u>

15.1 The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/ email by or on behalf of J&K Bank Limited (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.

15.2 This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the potential bidders 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).

15.3 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 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.

15.4 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.

15.5 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 assignment and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

15.6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

16 Contract finalization

16.1 The acceptance of the bid, will be communicated in writing to the successful bidder by means of Offer of Contract / letter of appointment at the address given by the bidder in the tender response. The Offer of Contract /letter of appointment need to be accepted unconditionally and such accepted letter shall be delivered by the bidder in mail within 3 days from the date of issue of the offer. The failure, delay or evasion by the successful bidder to accept the offer will result in cancellation of the offer and Bank retains its right to issue offer to the next lowest bidder.

16.2 The Bank and the selected bidder shall enter the Contract as per the prescribed terms of the Bank. The Bank shall have the right to terminate the Contract with the Consultant if the Consultant is unable to provide the professional staff assured in the technical proposal. The decision of the Bank in this regard shall be final. In such an eventuality, Bank reserves the right to reject the proposal and re allot the contract to next lower bidder on its discretion.

16.3 On acceptance of the Offer the successful bidder has to submit the Performance Bank Guarantee /Performance security for an amount equivalent to **20%** of the order within **15 days valid for 2 years** from the date of acceptance which may be extended with mutual consultation. The format of performance security is provided in **Annexure-N.**

16.4 Bank will not consider substitution of professional staff 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 **2 days** of such event.

17 Confidentiality Agreement/Undertaking

17.1 As the selected consultant will have access to the data of the Bank, the Consultant shall treat as confidential all data and information about the Bank obtained in the execution of the proposed Assignment, hold it in strict confidence and should not reveal such data/ information to any other party without the prior written approval of the Bank. The Bank will require the Consultant to sign a confidentiality agreement/undertaking 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 Tax Auditors. The draft of non – disclosure agreement is provided in **Annexure-O**.

18 Tenure of Contract

18.1 The appointment of consultant will be valid for 2(two) years, from date of appointment. Also the Annual Return 9 and GSTR 9C of the completed Financial Year will be filed by the consultant.

19 Indemnification & Cancellation of Contract

19.1 The selected Consultant shall at their own expenses, indemnify the Bank against any loss or claims due to loss of Bank's data/damage to data of the Bank arising as a consequence of breach of any clause in terms and conditions of the Agreement. The Consultant shall, at all times hereinafter, save and keep harmless and indemnified J&K Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against J&K Bank by whomsoever and all losses, damages, costs, charges and expenses that J&K Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of breach of the terms of the Contract/ RFP, all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws including those relating to intellectual property rights, rules, regulations, guidelines and also from the environmental damages, if any, which may occur or result from the terms of the Agreement. Also, the consultant will be liable to pay to the Bank any GST interest & penalty levied by GST authorities due to negligence on part of consultant in computing the net liabilities and like.

19.2 This indemnity shall survive the termination of Contract/Agreement either by afflux of time or otherwise.

20 Cancellation of Appointment

20.1 The Appointment of the selected consultant 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, name/style of the firm is changed;

20.2 On not abiding by the terms and conditions stipulated in the Appointment letter or the Agreement/Contract including the RFP;

c) If the performance of the consultant is not found satisfactory (viewed as such by the Bank's appropriate authority);

d) Any other reason at the discretion of the Bank.

21 Liquidated Damage/Penalty

21.1 If the Successful Bidder fails to deliver or perform the Services as stipulated in the Contract, J&K Bank shall, without prejudice to its other remedies available under the RFQ/Contract, deduct as liquidated damages a sum equivalent to 1% of the fees, for each week of delay until satisfactory performance is ensured. J&K Bank reserves all the rights to levy the penalties under the Contract in case satisfactory Services are not restored.

21.2 J&K Bank is entitled to withhold the payment or deduct liquidated damages from the price under the Contract or any other amount, which is due to Bidder from this Contract, or any other contract.

21.3 Any loss caused to J&K Bank or claims made against J&K Bank owing to non-performance of the Services by the Successful Bidder as per the Contract, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or accrue to the Successful Bidder in future in any form. Any financial loss to J&K Bank on account of fraud taking place due to Successful Bidder, its employees or their service provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to J&K Bank's reputation and goodwill.(Refer **Annexure K** also)

22 Representations and Warranties

22.1 That the bidder is a Partnership Firm / LLP which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to execute, deliver and perform the terms and conditions of the engagement and provide the Service(s) sought by Bank.

22.2 That the Bidder, any of its partners or its team is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the engagement.

22.3 That the Bidder, any of its partners or its team is not having any criminal record/conviction and any such person shall be barred from participating directly or indirectly in providing the Services under RFP/ Agreement;

22.4 That the Applicant has the professional skills, personnel and resources/authorizations / approvals / infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this engagement.

22.5 That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its partners, officers, employees, representatives, and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.

22.6 That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.

22.7 That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.

22.8 That there are –

no inquiries or investigations that have been threatened against, commenced or are pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies.

no action or steps or proceedings started/initiated against the Bidder by any person for it winding up, dissolution etc., and that the Bidder is solvent.

22.9 That all conditions precedent under the Engagement have been complied.

22.10 That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the engagement

- Will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder
- Will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

23 Governing Law & Jurisdiction of Courts

The Contract and any non-contractual obligations arising out of or in connection with the Contract/RFP shall be governed by the laws of Republic of India read with the local laws of the Union Territory of J&K, wherever applicable.

.

23.1 The courts at J&K shall have non-exclusive jurisdiction to determine any proceeding in relation to the Contract/this RFP. The provisions shall survive the Contract.

24 Resolution of Disputes

24.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract/RFP in the following manner:

(a) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within 7 (seven) days of receipt of the notice.

(b)The matter will be referred for negotiation between an official in Grade F and above of J&K Bank and a senior official of the Successful Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of 7 days.

24.2 The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either Party to a sole arbitration within 10 days of the failure of negotiations. Arbitration shall be held in J&K and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof by appointing a single arbitrator. In case, any conflict in the appointment of the arbitrator, sole arbitrator appointed by J&K Bank will arbitrate the matter and decision of such arbitrator shall be binding on the parties. The arbitration proceedings shall be conducted in English language. Subject to the above, the Courts of law at J&K alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

24.3 The Successful Bidder shall not be entitled to suspend the Service(s) or the completion of the Assignment/Job, pending resolution of any dispute between the Parties and shall continue, at the sole discretion of J&K Bank, to render the Service(s) in accordance with the provisions of the RFP/Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

24.4 The provision under this section shall survive the Contract.

25 Miscellaneous Terms & Conditions

25.1 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 bidder.

25.2 Bank is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

25.3 Bids not conforming to the requirements of the RFP may not be considered by Bank. However, Bank reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of Bank; the best interests of Bank would be served by such waiver.

25.4 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 Bank, in its sole discretion, may include but are not limited to, the following:

(i) Services contemplated are no longer required;

(ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;

(iii) Proposed fees are unacceptable to the Work;

(iv) Any other reason.

25.5 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.

25.6 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.

25.7 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder and to be submitted with the bids.

25.8 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 Tax Auditor's employees, worked/working on Bank's project as may have been undertaken / executed by the ax Auditor. Tax Auditor should be agreeable for any such undertaking / verification.

25.9 The proposals and related Annexures should be signed by the authorized representative/s of the consultant. The executants' authority to represent and bind the Consultation Firm must be confirmed by a written authority letter issued by the Competent Authority of the consultant Firm accompanying the proposal.

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/ Limited Liability Partnership.	A certified true copy of Certificate of Incorporation/registration and or Commencement of business, issued by the Registrar of Companies or Partnership Deed, as the case may be.
2.	Bidder should have minimum 3 FCA Partners. They should be associated with the firm for the period not less than 2 years as on 31.03.2025.	As per constitution certificate issued by ICAI and Self-declaration in **Annexure F.**
3.	Firm should have remained regular GST Consultant (Advisor) of at least 1(one) Bank/Financial Institution in India with balance sheet size of at least ₹ 10,000/- crore for relevant years & has remained as such for a minimum period of 2 years in the last five(5) financial years. The last financial year being on 31.03.2025. Note: ***In case consultant has been selected in middle of year, 12 months will be considered as full year.***	Client certificate. Also provide details as per **Annexure D.** *Note: Bank means* excluding RRBs, Cooperative Bank and foreign Bank.
4.	Bidder should have a full-fledged office in India for at least last 10 years as on March 31, 2025	Self-declaration supported by documents such as Rent Agreement, Electricity Bill etc.
5.	The Bidder should have minimum average turnover of Rs. 50 Lakhs(from professional activities) from Indian operations in last 3 financial years(last financial year ending on 31-03-2024)	Certificate in **Annexure E** along with certificate from Statutory Auditor. Income Tax Returns and Audited Financial Statements to be provided for the last 3 financial years ended on 31-03-2024.

6.	Bidder shall have a one (1) Partner /Qualified CA Staff member with DISA/CISA qualification.	Copy of the CISA/DISA certificates Issued by the regulator in favor of the partners/staff.
7.	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. 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.	A self-declaration by the Bidder on its Letter head. **Annexure G.**
8.	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. **Annexure G.**
9.	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. **Annexure G.**

- 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.

Annexure-B

TECHNICAL PROPOSAL Letter of Proposal

(On Applicant's letter head)

CFO
Jammu and Kashmir Bank Limited
Corporate Headquarters
M.A Road
Srinagar – 190001

Ma'am

Subject: Advisor/Consultant to the J&K Bank for Compliance of GST.

Ma'am

With reference to your RFP Document dated…………..., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Consultant for Implementation of Ind - AS. The proposal is unconditional and unqualified.

2. We agree to keep this offer valid for 180 days from the last date of submitting the proposal specified in the RFP.
3. We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference) and in accordance with the time frames specified in RFP as well as on the payment terms mentioned therein.
4. We agree and undertake to abide by all the terms and conditions of the RFP Document. We submit this Proposal under and in accordance with the terms of the RFP Document.
5. We confirm that the information submitted by us in our bid / proposal is true and correct.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Date: Place:

List of documents enclosed:

1. Annexures**(B - I)**
2. EMD details
3. Other documents

Annexure C

Particulars to be furnished for the purpose of Appointment of Consultant

1.	Name of the Bidder Company/ Firm	
2.	Date of Incorporation of Bidder Company/Firm	
3.	Complete Address of Bidder company/ Firm	
4.	Name and Contact details and E-mail id of the nodal person	
5.	Particulars of the Authorized Signatory a) Name b) Designation c) Contact Number d) Fax no. e) E-mail id	
6.	Persons proposed to be assigned for the consultancy services and their profiles	
7.	Name, address and account number of the Bidder's banker	
8.	PAN of the Bidder Company/Firm	
9.	GSTIN of the Bidder Company/Firm	
10.	Head Office & Branch office address along with date of establishment of Head Office	(Please provide Supporting documents)
11.	Any other Information considered relevant by the bidder.	

(Signature, name and designation of the authorized signatory)

ANNEXURE D

Particulars in respect of engagement as GST consultant Bank/ Financial Institution in India

S. No.	Name of Bank/ Financial Institution	Balance sheet size of the Bank/ Financial Institution (Rs. crore)	Brief Details of scope of	Name of Person in- charge from Client side for reference.	Period	
					From	To

(Signature, name and designation of the authorized signatory)

Note: Client Certificate/ Contract with Client in support of the information above mustbe submitted along with satisfactory performance certificate from client.

ANNEXURE E

Financial Performance of the Bidder

Financial Years	**Average Annual Revenue from IndianOperations (In Rs. crores) (3 financial Years ending on 31-03-2024)**
2021-2022, 2022-2023 & 2023-2024	

Certificate from the Statutory Auditor[$]

This is to certify that the above information relating to the......................... (Name of the Bidder) is correct as per information available in the books of Firm/Company.

Name of the audit firm:

Seal of the audit firm

Registration No. Membership

No.

Date:

$ In case the Bidder does not have a Statutory Auditor, it shall provide the certificate fromits Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

Annexure: F

Details of Partners and CA/DISA/CISA Partner/employees of the firm.

SR.NO.	NAME	Capacity (Partner/ Employee)	FCA/ACA	Qualification (C.A./CISA/ DISA)	CA MEMBERSHIP NUMBER (if Applicable)	Years with the Firm	Remarks

Membership Card (of ICAI) duly self -attested by Partner along with CISA/DISA certification to be made part of this annexure.

Authorized Signatory

(Name)

Seal

Annexure G

Self - Declaration

CFO
Jammu and Kashmir Bank Limited
Corporate Headquarters
M.A Road
Srinagar – 190001

Subject: Self declaration.

Sir,

We declare as under:

That we have not 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 do not have any disciplinary proceedings pending against us or any of the partners with ICAI/ Institute of Cost and Management Accountants of India /RBI.

That we 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 us or Affiliates, nor have been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates.

That our firm or its affiliate is not owned or controlled by any Director or Employee (or their Relatives) of J&K Bank.

That we or our affiliate is not an entity whose name is appearing in The Indian Bankers Association Caution List.

(Signature, name and designation of the authorized signatory)

ANNEXURE H

TEAM MEMBER PROFILE

Details of Persons who will form the team for the proposed Assignment

a. Name of the Person :
b. Office Address :
c. E-mail ID :
d. Phone Number Office :
e. Mobile :
f. Date since working in the Firm :
g. Professional Qualifications :
h. Present Designation :
i. Experience :
j. Offsite/Onsite :

S No.	Name of the Bank where such consultancy provided.	Brief Details of the Assignment	Period	
			From	To

(Signature, name and designation of the authorized signatory)

Note: -

- Format is of minimum requirements and is to be compulsorily furnished. Respondents may furnish additional details, if any.
- Technical bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and rejected.

Annexure I

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

Sir,

Subject: **Fee for Appointment of GST Consultant for period of 2 Years.**

With reference to your RFP Document dated …... we submit here below the Commercial Proposal for selection as Consultant

(Rupees)

S No.	Description	Financial Bid
1.	Assignments of GST Consultancy as per Term of Reference (Annexure-L) of RFP ____________________	
	Total **Excluding GST**	
Rupees		

I/We agree that this offer shall remain valid for a period of 180 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

The minimum quoted price has been fixed at Rs 10.00 Lacs for 24 months. Any bidder that has quoted an amount less than Rs 10.00 Lacs shall not be considered for selection.

Yours sincerely

(Signature, name and designation of the authorized signatory)

Date:

Annexure-J

Parameter for selection of GST Consultant

Sl. No.	Parameters	Maximum Marks (Weightage)
1.	Technical Parameter	70
	Presentation	
2.	Financial Bid	30

For example:

Three consultants namely A, B and C participated in the bid process with minimum qualifying marks for technical qualifications as 70 and their technical scores æas under:
A= 70, B= 80, C= 90

The quoted prices for consultants per year are as under:
A = Rs.5, 00,000/-, B = Rs.6, 00,000/-, C = Rs.700,000/-

For calculation of weighted technical scores, the following evaluation shall be undertaken;

Weighted technical Score of A = Technical Score of A / Highest Technical Score *100 and so on;
As such the Weighted Technical Scores (WTS) shall be:

WTS A=70/90*100=**77.77**
WTS B=80/90*100=**88.88**
WTS C=90/90*100=**100**

Using the formula LEC/EC, where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the scores for weighted financial Score (WFS) for the proposals would be:

WFS A = 500000/500000 * 100 = **100**
WFS B = 500000/600000 * 100 = **83.33**
WFS C = 500000/700000 * 100 = **71.42**

In the combined evaluation, thereafter, the combined technical and financial score i.e Total Score (TS) would be calculated as under:

TS A = (77.77*0.7) + (100*0.3) = 54.43+30 =84.43 - Rank H3
TS B = (88.88*0.7) + (83.33*0.3) =62.21+24.99 =87.20 - Rank H2
TS C = (100*0.7) + (71.42*0.3) = 70+21.42 =91.42 - Rank H1

Hence, the bidder 'C', achieving the highest combined score (TS) would be declared as winner and will be called for negotiations in case required before awarding the contract.

In case of failure to enter into a contract with H1 Bidder for any reason, the offer will be transferred to the H2 bidder and so on.

Note: In case, two or more bidders achieve the highest combined score, the preference shall be given in the following order ;

1. Bidder with the highest technical score
2. Bidder with more number of successful GST Consultant/advisor assignment in a bank.

ANNEXURE K

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	1st instance	2nd instance	3rd instance
Failing to visit our Corporate 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 as may be required by the Bank.

ANNEXURE L

Terms of Reference – Scope of work.

A. Regular GST compliance & review

1. Comply with registration requirements under GST Law & Guidelines and assist in obtaining/ surrendering registration, wherever required.
2. Assisting & reviewing to ensure overall compliance in various GST matters including but not limited to Reverse Charge, Input Service Distribution (ISD), self-invoicing, intra-bank transactions.
3. Review and on-site/offsite validation of ISD returns (Form GSTR-6) prepared by the Bank.
4. Review of ISD allocation computation prepared by the Bank including assisting in forming turnover report for same.
5. Filing of LUTs and related procedure.
6. Review & Assist in matching of income and tax liability as per GSTR-1 and GSTR-3B and Input Tax credit as per GSTR-3B and GSTR-2A/ GSTR-2B and advising on automation of reconciliation process.
7. Review of appropriateness of disclosures made in the returns by the Bank.
8. Assisting/ Reviewing on availability or other wise of input credit on various input services/ Inputs/ Capital goods.
9. Reviewing reconciliation of Bank's GST ledgers with balances in Cash and Credit ledger of GST portal.
10. Calculations, Review and on-site/offsite validation of Form GSTR-1, Form GSTR-3B, GSTR-6 Form GSTR-7 and Form GSTR-9 prepared by the Bank for all its existing/ future GSTINs including any new return which may be prescribed in future.
11. Providing HSN codes mapped with GST rates including their validation and correction and their regular updation including the existing HSN(s) which are already fed in the system.
12. Deputing one official to Corporate headquarter on quarterly basis so to review & provide reports on compliance of GST provisions on quarterly basis. No costs shall be paid by bank regarding same be it on travelling, lodging, and boarding etc.
13. Representing in meetings management, SCAs/ RBI/ Regulators (if required).

B. GST advisory services

1. Advising/ reviewing on determination of time of supply, place of supply, value of supply or any other aspect with respect to GST.
2. Providing advisory services/ Opinion on any matter related to GST compliance.
3. Creation of training material, presentation for the use of Bank's staff & Notify the Bank about any amendments in the GST Act and Rules prescribed through Circulars/ Notification issued by Govt of India and also advise their implications on the Bank including guidance on implementation including IT system and its accounting on regular basis.
4. Study all system of calculation of various liabilities and Input Tax Credit claim of the Bank and suggest on automation of all the manual processes involved.
5. Advising terms of agreements with vendors to ensure optimization of input tax credit and avoid any loss of input tax credit. This include discussions with Bank's procurement team to explain invoicing formats and other compliance requirements to be followed to ensure that the Bank has adequate documentation for claiming input credits.
6. Provide opinion on valuation and taxability of import and export of services.
7. Providing knowledge repository for important case laws, advance rulings, GST laws, rules, circulars, notifications, guidelines etc. and keeping upto date Bank about any changes in GST Act/ rules return filing process.
8. Advising the Bank to ensure compliance in various matters including but not limited to Reverse Charge, Input Service Distribution (ISD), Expenses & Income Distribution, self invoicing, intra-bank transactions, matching of input tax credits, Cross Charge etc.
9. Review of various circulars to be issued to the administrative offices/ branches in respect of GST related matters.
10. Advising the records / reports to be maintained by the Bank for GST compliance and assist in preparation and maintenance of all books of accounts as required under GST laws for GST compliance and providing their reconciliation with returns on monthly as well as consolidated for the full year basis.
11. Advisory on taxability of income streams, new products, related person transactions, etc. from GST perspective.
12. Advise / suggestion/ inform the best industry practices.
13. To provide training of GST to Bank personnel working/joining the GST team from time to time.
14. Assistance in drafting of budget suggestions and representations as required to be presented by the Bank to the Ministry of Finance, IBA, RBI, etc.
15. Reviewing solution for auto/ manual reconciliation (including Monthly and annual) between Purchase Register as per Bank`s books and their GSTR 2A/2B/6A using software to arrive at matched, mismatched and partially matched Invoices for claiming Input Tax Credit in GST return, with reasons for each exception, including for past years, as per GST laws.
16. Analysis of Bank’s Purchase register whether GST is correctly booked under Forward/ Reverse charge including rate, HSN etc as per GST laws.
17. Analysis of Bank’s System/ Purchase register for identification where eligible ITC was not claimed or ITC was wrongly claimed, as per GST Laws.

18. Advising the Bank on tax inputs for Information Technology (IT) system changes of Bank, inter-alia, to

    a) Examine the GST functionalities available in existing/ future software platforms/ applications of the Bank and to provide guidance/ assistance to Information Technology team of the Bank for necessary developments/ changes in these platforms for proper compliance of GST provisions.
    b) Advising on checks and controls for ensuring integrity and completeness of data being received at the centralised platform.
    c) Providing inputs for raising Business requirement documents (BRD) and reviewing the results of the same.

19. Filling of annual returns i.e. GSTR 9 & 9C (onsite) state/UT wise and reviewing of underlying data.

20. Draft replies/ communications to various letters, Notices, enquiries and show-cause notices received by the Bank in relation to GST matters along with preparation of their annexures, sufficiently before the due date of submission. Handling and assisting of audits by GST Authorities.
21. Update of GST circulars/Law updates by CBIC and assisting in their practical implementation.
22. Provide opinion/ draft replies, including preparation of any data/ reconciliation/ Inward register/ Outward register on the issues raised in various audits conducted by various Regulatory Authorities viz. Central Excise Revenue Audit (CERA), GST Department, CAG, DGGI, Anti-evasion etc.
23. Preparing grounds of appeal and file appeals in all GST related cases before all the Appellate authorities/ tribunals on behalf of the Bank for all GSTINs; provide draft appeals papers along with annexures at least 30 days before the due date.
24. Represent the Bank before the GST authorities (including upto Commissioner appeals) in connection with the assessment/ appeal proceedings, resolution of issues raised by them and related matters. Obtaining Advance rulings when required.
25. Review of GST-related orders passed by the various Adjudicating or Appellate authorities and suggesting way forward, preparation of suitable responses and detailed computation of interest levied and granted by the Assessing Officer/s.
26. Briefing the Counsel (if any) for appearing before CESTAT/GSTTAT / other Appellate Tribunal as well as High Court and Supreme Court on GST related matters.
27. Provide necessary support to legal counsels for drafting petitions.
28. Advising in cases where refund becomes due, assistance in drafting and filing of refund applications and follow-up on reasonable effort basis for sanction of refund.
29. Review of Tax orders passed by the Appellate authorities, High Court or Supreme Court related to Bank for various years.
30. Applicability of GST and required compliance for branches if opened in SEZs etc.
31. Updating the Bank regularly about the status of notices/orders, appeals etc.

(The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for due compliance with applicable Service Tax (erstwhile) and GST Act/Rules. It will include all the periods before appointment also including already existing matters)

ANNEXURE-M

The parameters used for technical evaluation:

S.No.	Parameter * Part I	Max Marks	Marking System Criteria	Marking System Max Marks
1.	Applicant Establishment - Number of years as on 31.03.2025	20	For Ten (10) years of establishment	15
			For each 1 additional year of establishment **1 mark**	5
2.	Number of Qualified Partners(CAs)	20	Minimum 3 FCAs associated with the Firm for minimum 2 years as on 31.03.2025.	15
			For each additional CA associates with the concern for at least 1 continuous year. **(1 marks for each CA)**	5
3	The firm has a registered office in UT of Jammu and Kashmir	2		2
4	For each CA or professional staff engaged with the concern having CISA/DISA qualification.	5	For each CA or professional staff engaged with the concern having CISA/DISA qualification. **2.5 marks each**	5
5	Engaged as a consultant of GST in the last five years (at least 1 year of engagement for providing consultancy/ advisory	23	For One (1) year of continuous, engagement.	15
			For each additional year of continuous appointment. **(4 marks for each**	8

	services in relation to GST for minimum one Bank/ financial institution in India with balance sheet size of ₹ 10,000 crores for the said period.		**continuous year)**	
	Total Part - I	70		
	Part - II			
	Presentation	30	Shall be evaluated by the committee identified for this purpose.	
	TOTAL (Part I + Part II)	100		

Firms fulfilling all the eligibility criteria mentioned in Annexure A would only be considered for scoring given above.

Annexure-N

Performance Security Form

Bank Guarantee No. Bank	______________________
Guarantee Amount	______________________
Expiry Date	______________________
Claim Amount	______________________
Account	M/s.

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at_________________this _________day of_____________ Two Thousand Nineteen

BY :

_______________________ Bank, a body corporate constituted under ______________, having its Registered Office/ Head Office at____________ ______________, and a Branch Office at ---------------------(hereinafter referred to as **"the Guarantor"**, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

J&K BANK LIMITED, a company registered under the Companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at J&K Bank, Corporate Headquarters, M.A. Road, Srinagar-190001 (hereinafter referred to as **"J&K Bank"** or "the Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS, Bank, vide its RFP No. [¤] dated [¤] (**RFP**), had called for the bids for engagement of GST Consultant and for the purposes M/s. [¤] have been appointed as the GST Consultant (hereinafter referred to as "Successful Bidder"). The

Successful Bidder has entered into Agreement on [¤] (**the Contract**) with J&K Bank, subject to the terms, conditions, covenants, provisions and stipulation contained therein.

AND WHEREAS pursuant to RFP, the Contract, Annexure, Schedule, Forms and the other related documents (hereinafter collectively referred to as "**the said documents**", J&K Bank has agreed to avail from M/s [¤]and M/s. [¤] has agreed to provide to the Bank [¤] *(please mention the services obtained from bidder)*, more particularly described in the said documents (hereinafter collectively referred to as "**the Services**"), subject to payment of the contract price as stated in the said documents **(the Contract Price)** and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Successful Bidder has duly signed the said documents.

AND WHEREAS in terms of the said documents, the Successful Bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of J&K Bank, from a bank acceptable to J&K Bank for securing [¤] towards the faithful observance and performance by the Successful Bidder of the terms, conditions, covenants, stipulations, provisions of the said documents.

AND WHEREAS at the request of the Successful Bidder, and in consideration of the bank having entered into Contract with the Successful Bidder, the Guarantor has agreed to guarantee the Bank, payment of the [¤] % of the Contract Price amounting to [¤] (*in words*) towards faithful observance and performance by the Successful Bidder of the terms of the said document

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to J&K Bank at its office at J&K forthwith an amount of Rs [¤] or any part thereof, as the case may be, as aforesaid due to J&K Bank from the Successful Bidder, towards any loss, costs, damages, etc. suffered by J&K Bank on account of default of the Successful Bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Successful Bidder. Any such demand or claim made by J&K Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between J&K Bank and the Successful Bidder or any dispute between J&K Bank and the Successful Bidder pending before any Court, Tribunal, Arbitrator, or any other

authority.

2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents/the said documents, without the of

previous written consent of J&K Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by J&K Bank, in writing.

3. J&K Bank shall be the sole judge to decide whether the Successful Bidder has failed to observe the terms and conditions of the said documents and on account of the said failure what amount has become payable by the Successful Bidder to J&K Bank under this Guarantee. The decision of J&K Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to require J&K Bank to establish its claim under this Guarantee and shall pay the sums demanded without any objection, whatsoever.

4. The liability of the Guarantor, under this Guarantee shall not be affected by

(a) Any change in the constitution of the Successful Bidder or

(b) Amalgamation of the Successful Bidder with any other company, corporation or concern; or

(C) Any change in the management of the Successful Bidder or takeover of the management of the Successful Bidder by the Government or by any other authority; or

(d) Acquisition or rationalization of the Successful Bidder and / or of any of its undertaking(s) pursuant to any law; or

(e) Any change in the constitution of J&K Bank or

(f) Any change in the setup of the Guarantor which may be by way of change in the constitution,

(g) Winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and / or Indemnities or any irregularity in the exercise of such powers.

(h) Any variance in the terms and conditions of the said documents.

5. J&K Bank shall be at liberty to make any modification or otherwise vary or alter the said terms & conditions and / or rules or regulations concerning the said documents and the same will not in any way discharge or otherwise vitiate or affect this Guarantee. However, the liability of the Guarantor shall not exceed the guaranteed amount of Rs. [¤] at any point of time.

6. Any act or omission, time or indulgence granted by J&K Bank to the Successful Bidder and / or Guarantor, if any, will also not discharge this Guarantee or otherwise vitiate or affect or prejudice this Guarantee. Notwithstanding anything to the contrary contained herein, and / or any indulgence shown by J&K Bank, the Guarantee hereby furnished shall remain in full force and effect until the ultimate balance of the entire dues of J&K Bank being Rs [•] under this Guarantee as aforesaid have been paid in full.

7. The Guarantor shall on demand make the payment without set-off and free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed by the Government

or any political subdivision or authority and therein and thereof.

8. The Guarantor confirms that a mere letter from J&K Bank under the signature of its Authorized Signatory that there has been a default/failure on the part of the Successful Bidder in faithfully observing and performing the terms, conditions, covenants, stipulations, provisions, of the Agreement/ the said documents, shall without any other or further proof be final, conclusive and binding on the Guarantor.
9. This Guarantee will expire on [¤] (Validity Period). However, any demand or claim under this Guarantee must be received by the Guarantor within a period of 90 days (claim period) after the expiry of the Validity Period and if no such demand or claim has been received by the Guarantor within 90 days after the expiry of the validity period, then all the rights of the Bank under this Guarantee shall cease.
10. The Guarantor hereby agree and undertake to extend the validity period of this guarantee for a further period as decided by J&K Bank when such request is received at least 15 days before the expiry of the Validity Period of the Guarantee.
11. This Guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.
12. Notwithstanding anything contained hereinabove,

(a) the liability of the Guarantor hereunder shall not exceed Rupees ……………(Rupees .... only).

b) this Guarantee will expire on ....Any demand or claim in writing under this Guarantee must be received by the Guarantor on or before _______________(*please note to mention the date which would be 90 after the expiry of Validity Period of Bank guarantee)*

13. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefrom, the courts of **[●]** shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

_______________________,

by the hand of Shri.

____

, its authorised official.

ANNEXURE O

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into

Between

J&K Bank Limited, a company incorporated and registered under the Companies Act, 2013), a company within the meaning of Section 2 (20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at J&K Bank, Corporate Headquarters, M.A. Road, Srinagar-190001 (hereinafter called " J&K Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART

And

[•] (*Name of Successful Bidder*) of [•] (*please specify the registered office of the Successful Bidder*) (hereinafter called "the Successful Bidder" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

J&K Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the "Parties" and individually as a "Party

WHEREAS J&K Bank vide its RFP No. [•] dated [•] (RFP) had invited for the Bids from eligible Bidders for performing/delivering the Services. The Successful Bidder after going through the RFP and being interested to perform/deliver the Services participated in the bidding process and submitted its Bid.

WHEREAS the Successful Bidder had represented that it is engaged in the business of providing the Services and has all the requisite skills, expertise, experience and necessary facilitates for providing/rendering/delivering the Service(s) to J&K Bank.

WHEREAS J&K Bank based upon the representation and warranties made by the Successful Bidder had entered into an Agreement dated [•] (**the Contract**) for the performance/delivery of Services by the Successful Bidder.

WHEREAS, the Successful Bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the RFP/ the Contract and thereafter regarding the Services as furnished by J&K Bank in RFP or otherwise and all the Confidential Information under the RFP /the Contract is privileged and strictly confidential and/or proprietary to J&K Bank.

NOW THEREFORE, in consideration of the foregoing, the Successful Bidder agrees to all of the following conditions for grant of access to J&K Bank's property/information and other data.
It is hereby agreed as under:
The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP/the Contract.

"Confidential Information" means any information relating to the purpose under this Agreement disclosed by J&K Bank to the Successful Bidder whether specifically marked or not as "Confidential" or "proprietary" and includes the following information relating to J&K Bank: (a) corporate information, schematics, techniques, employee suggestions, computer printouts, computer programs, and manuals, business strategies, processes, concepts and improvements, information about the customers of J&K Bank; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts; and (d) details with respect to J&K Bank's turnover, turnover of specific categories, conversion details and such other connected information, that have been or will be given to the Successful Bidder by J&K Bank in relation to the purposes under this Agreement (hereinafter referred to as the "Confidential Information"). Any information received by the Successful Bidder orally from J&K Bank shall be treated to be confidential whether the same is reduced in writing or not by J&K Bank.

a) The Successful Bidder agrees that it shall hold in trust any Confidential Information received by it , under the Contract and the strictest of confidence shall be maintained in respect of such Confidential Information.
The Successful Bidder also agrees and undertakes to:

(i) maintain and use the Confidential Information only for the purposes of the Contract and only as permitted herein;

(ii) make copies as specifically authorized by the prior written consent of J&K Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

(iii) restrict access and disclosure of confidential information to such of its employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to it in accordance with this clause; and

(iv) treat Confidential Information as confidential for a period of [•] years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [•] years from the date of such termination.

b) Confidential Information does not include information which:

(i) the Successful Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(ii) is independently developed by the Successful Bidder without breach of the Contract;

(iii) is in the public domain;

(iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;

(v) is released from confidentiality with the prior written consent of J&K Bank .

The Successful Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Successful Bidder.

c) Notwithstanding the foregoing, the Successful Bidder acknowledges that the nature of the Services to be performed under the Contract may require the Successful Bidder's personnel to be present on premises of J&K Bank or may require the Successful Bidder's personnel to have access to computer networks and databases of J&K Bank while on or off premises of J&K Bank. It is understood that it would be impractical for J&K Bank to monitor all information made available to the Successful Bidder's personnel under such circumstances and to provide notice to the Successful Bidder's of the confidentiality of all such information. Therefore, the Successful Bidder agrees and undertakes that any technical or business or other information of J&K Bank that the Successful Bidder's personnel, or agents acquire while on J&K Bank premises, or through access to J&K Bank computer systems or databases while on or off J&K Bank premises, shall be deemed Confidential Information.

d) Confidential Information shall at all times remain the sole and exclusive property of J&K Bank. Upon termination of the Contract, confidential information shall be returned to J&K Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of J&K Bank in respect of the Confidential Information.

e) Successful Bidder limit the access to the Confidential Information on need to know basis solely to those of its directors, officials or employees or representatives who have reason to require access to the same.

f) In the event that the Successful Bidder becomes legally compelled to disclose any Confidential Information, it shall give sufficient notice to J&K Bank to enable J&K Bank to prevent or minimize to the extent possible, such disclosure. Successful Bidder shall not disclose to a third Party any Confidential Information or the contents of this Contract without the prior written consent of J&K Bank . The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Successful Bidder applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of the Contract.

g) Reverse Engineering (*to be retained, if applicable*)
The Successful Bidder acknowledges that during the course of performance of Services/its obligations under the Contract/RFP, it may get an access to the software(s) owned by /licensed to J&K Bank. Successful Bidder warrants that it shall use such software only for the purpose of the Contract/this RFP and shall not do the following:

(i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive its source code;
(ii) modify, translate, adapt, alter, or create derivative works from it;
(iii) copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit it; or
(iv) distribute, sublicense, rent, lease, loan it to any third party

h) The provisions of clause (a) (iv) shall survive termination of the Contract.

Place : Date :

Name of the Person from Bank:
Official Seal:-
Designation:-

Name of the authorized Person
from Consultancy Firm:
Official Seal:-
Designation: