



REQUEST FOR PROPOSAL

SUPPLY, INSTALLATION, CUSTOMIZATION, IMPLEMENTATION
TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS &
SERVICES TAX (GST)

ACCOUNTS DEPARTMENT

HEAD OFFICE NAINITAL

The Nainital Bank Limited
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Email accounts@nainitalbank.co.in
gst@nainitalbank.co.in
Website - www.nainitalbank.co.in
12th September 2023

RFP Reference No.- NTB/ACCOUNTS/GST/2023/001

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1. Section I – Invitation to Bid

The Nainital Bank Ltd. invites bids (Technical & Financial) from eligible bidders which will be valid for a period of 180 days from the last date of submission of bid for “SUPPLY, INSTALLATION, CUSTOMIZATION, IMPLEMENTATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST) COMPLIANCE”.

Name of RFP	SUPPLY, INSTALLATION, CUSTOMIZATION, IMPLEMENTATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST) COMPLIANCE	
Application Money	Rs. 11,800**/- (Rupees Eleven Thousand Eight Hundred Only) **Inclusive of GST	Application money has to be deposited as DD/PO or RTGS/NEFT* at the time of submission of Bid.
EMD (Earnest Money Deposit) to be submitted	Rs. 1,00,000/- (Rupees One Lakhs Only)	Earnest Money Deposit (EMD) has to be submitted in the form of DD/PO/RTGS/NEFT* or Bank Guarantee which should be valid for a period of 6 months from last date for bid submission date. EMD to be deposited along with the bid.
Date of Issue of RFP	12.09.2023 at the opening of Business hours	
Last date and time for submission of bid queries	25.09.2023 by 5:00 P.M	
Last Date and Time for submission of Bid document	03.10.2023 at the closing of Business hours	
Date and time of opening of Eligibility cum Technical Bids (Envelop Nos. 1 & 2)	Date and time of opening of envelopes will be shared later on to the bidders (through the authorized e-mail ID shared by the bidders.)	

Interested parties may view and download the RFP Document containing the detailed terms & conditions, from the website under tender section <https://www.nainitalbank.co.in/english/tender.aspx>

*RTGS/NEFT may be made to Account No.- 999420920000025, Account Name- Pay Receipt Suspense A/C.
IFSC- NTBL0NAI999

RFP Coordinator – Vijay Joshi

Contact No -9818842307

e-mail – accounts@nainitalbank.co.in

gst@nainitalbank.co.in

Document Control Sheet

Tender Reference No.	NTB/ACCOUNTS/GST/2023/001
Name of Organization	THE NAINITAL BANK LIMITED
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy/ Empanelment/Sell)	Supply/Service/ Buy
Technical Evaluation (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Online or Offline
RFP Issuance date	12 th September 2023
RFP Coordinator	RFP Coordinator – Vijay Joshi, Senior Manager Contact No – 9818842307 e-mail – accounts@nainitalbank.co.in
Last date of receiving written request for clarifications over email on RFP Document	25 th September 2023
Last date of submission of clarification by the Bank on Bank's website	28 th September 2023
Last date and for submission of RFP response/ Bid (Closing date)	03 rd October 2023
Date and time of opening of Eligibility cum Technical Bids (Envelop Nos. 1 & 2)	Will be intimated separately to the eligible bidders
Mode of Submission of Bid	The bidder shall send the Sealed Bid envelopes through registered post on the address specifically mentioned in this regard in this RFP
Date & time of Technical Presentation	Date of technical presentation will be shared later on to the eligible bidders through authorized e-mail ID shared by the bidders.
Contract Type (Empanelment/Tender)	Tender
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexures is compulsory	Yes
Application money	11,800/- (including GST)
Bid Security (Earnest Money deposit)	1,00,000/-
Bid Validity days	180 days from the last date for submission of bid
Location for Submission of Bid	The Nainital Bank Ltd., Head Office, 7 Oaks Building,

	Mallital, Nainital, Uttarakhand-263001.
Validity of Contract	Five years from the date of signing of Agreement, extendable for further Two years
Address for Communication	The Chief Financial Officer The Nainital Bank Ltd., Head Office, 7 Oaks Building, Mallital, Nainital, Uttarakhand-263001.

Note - MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender. (Please refer Pt. 3.6 of this RFP document for detailing the MSE clause)

2. DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Nainital Bank Limited or any of their representatives, employees or advisors (collectively referred to as – Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation 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 or arising in any way for participation in this bidding process. 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.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid. The Bank Representatives may in their absolute

discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its Directors, Officers, employees, contractors, representatives, agents and advisors disclaim all liability from any loss, claim, expenses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursement incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“losses”) suffered by any person acting on or refraining from acting because of any presumption or information (whether oral or written and whether expressed or implied), including forecasts, statements, estimate or projections contained in this RFP document or conduct ancillary to it whether or not the losses rise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its Directors, officers, employees, contractors, representatives, agents, or advisors.

3. Section II: Instructions for Bid Submission

3.1. Executive summary of the project

The Nainital Bank Limited was established in the year 1922 with the objective to cater banking needs of the people of the region. Bank of Baroda, a premier nationalized bank, is managing the affairs of The Nainital Bank Limited since 1973. The Bank is having 168 branches as of 01/09/2023 in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. Bank's Head Office is at Nainital, Uttarakhand and -3- Regional Offices are functioning at Delhi, Dehradun and Haldwani. The Bank is running with a vision which states: "To emerge as a customer centric National Bank & become the most preferred bank for its product, services, technology, efficiency & financials."

The RFP is floated with the objective to invite bidders who will provide end to end compliance relating to Goods and Services Tax. The selected bidders will install his solution at the branches and offices the solution will help in real time entry for vendor invoices/payment i.e inward supply (by properly entering GST input in correct GL head and if RCM applicable then entry will be done accordingly, also TDS if applicable will be deducted and credited to respective GL head) and will also extract required data of outward supply along with providing various MIS reports, for detail please refer "Scope of Work" section of the RFP.

3.2. Preparation of Bids

Bidder should consider all clarifications/ corrigendum/s, (if any), published on the Bank's website related to the RFP Document before submitting their bids.

Please go through the tender advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of envelope in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that are needed to be submitted. Any deviations from these may lead to rejection of the bid.

3.3. Submission of Bids

The Application money and EMD may be submitted through NEFT/RTGS as per the details mentioned in point no. 1 above however The bidder submitting application money or EMD through DD/PO or Bank Guarantee, shall submit a separate envelope and mark as Envelope containing DD/PO along with other envelopes. The Bidder shall mark its company/firm/LLP name and tender reference number on the back of the Bank Demand Draft/PO before sealing the same. The address of The Nainital Bank Ltd.,

name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, THE NAINITAL BANK LTD. will not assume any responsibility for its misplacement, pre-mature opening etc

The bid must be submitted in hard bound file in a sealed envelope super scribing "Bid against **SUPPLY, INSTALLATION, CUSTOMIZATION, IMPLEMENTATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST) COMPLIANCE**". Unsealed envelopes will not be accepted. Bidders are advised to submit eligibility, **Technical Bid** and **commercial/Financial Bid** in separate envelope (Please refer point 3.11) and will contain all the supporting documents and certificates etc. regarding eligibility criteria, scope of work, technical aspects, compliance statement and terms & conditions etc. mentioned in the RFP.

The bidder shall send/deposit the sealed **envelope through registered post to "The Nainital Bank Ltd., Head Office, 7 Oaks Building, Near Royal heritage Hotel, Mallital, Nainital, Uttarakhand- 263001** on or before the last date and time mentioned for bid submission herein this RFP document.

Bidders are requested to note that they should necessarily submit their commercial/ financial bids in the format provided and no other format is acceptable.

3.4. Assistance to Bidders

Any queries relating to the RFP Document and the terms and conditions contained therein should be addressed to the RFP Coordinator indicated in this RFP.

3.5. Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid or otherwise. The Bank, will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the Tendering process.

3.6. Micro and Small Enterprise (MSE)

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost (application money) for Micro and Small Enterprise (MSE).

1. MSEs are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence issued by NSIC. For MSEs Government of India provisions shall be considered while evaluating the tender. Bids received without EMD and tender cost (application money) from bidders not having valid

NSIC registered documents for exemption will not be considered.

2. To qualify for EMD & Tender Fee / Cost (application fee) exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption (application fee).

3. MSE bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.

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

3.7. Contents of the RFP Document

The RFP Document is divided into following sections:

1. Section I - Invitation for Bids
2. Section II - Instructions for Bid submission
3. Section III - General Conditions of the Contract and Service Level Agreement
4. Section IV - Bid Submission Format
5. Section V - Scope of Work
6. Section VI - Financial bid format

The Bidder is expected to examine all instructions, forms, terms & conditions and scope of work in the RFP Document and furnish all information as stipulated therein.

3.8. Clarification on RFP Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, through email, at the Bank's e-mail address i.e. accounts@nainitalbank.co.in and as per schedule indicated under **point no. 1.1 (document control sheet) of Section I - Invitation for Bids**. The queries must be submitted in the following format (in Excel file,*.xls) shall only be considered for clarification:

Sr. No	Page No./ Section No.	Clause No.	Reference/ Subject	Clarification Sought
..

The Bank will only respond to queries submitted in the above excel format.

All queries on the RFP Document should be received on or before last date and time as prescribed

by the Bank in Section I of this RFP Document. Bank's response (including the query but without identifying the source of inquiry) would be provided to the bidders present during the Pre-bid meeting and corrigendum (if any) would be uploaded on bank's website <https://www.nainitalbank.co.in/english/tender.aspx>. Bidders are responsible for duly checking the above website for any clarification/corrigendum and Bank's response.

Note: Inputs/suggestions/queries submitted by bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however THE NAINITAL BANK LTD. is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on Bank's website.

3.9. Amendment of RFP Document

At any time prior to the last date for receipt of bids, the Bank, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

Amendment/s, if any, will be notified in writing on bank's website www.nainitalbank.co.in under Tender Option and shall be binding on all bidders.

In order to provide prospective Bidders with a reasonable time in which to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the last date for the receipt of Bids. Any or all corrigendum/amendments notified by the Bank shall be treated integral part of this RFP

3.10. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Bank, shall be written in **English language**.

3.11. Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

1. Envelope 1 - Pre-Qualification

The Pre-qualification envelope, besides the other requirements of the Tender, shall comprise of the following: (The envelope should be marked as "Pre-Qualification")

- Bid Submission Cover Letter
- Bidder's Profile as per pt. 5.1

- Undertaking for No Deviation as per pt. 5.7
- Application Money detail (I.e UTR no date of remittance etc) or the DD/PO in original
- Earnest Money Deposit detail (I.e UTR no date of remittance etc) or the DD/PO in original
- Compliance List of Documents
- Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents asked for eligibility criteria Please refer point no. 3.31.
- Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.

Envelope 2 - Technical Bid envelope

The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Technical bid”)

- Technical Bid Letter
- Methodology and Project Plan
- Bidder Solution
- Proposed hardware specification
- Supporting documents as required in technical score sheet (please refer point 3.32)
- Undertaking of Information Security as per pt. 5.4
- Undertaking by the bidder as per pt. 5.5
- All documents including Power point presentation, solution document, technical compliance in a storage media. Technical compliance and bill of material has to be submitted in excel format.

All documents should be signed and stamped by the authorized person.

2. Envelope 3 - Commercial Bid envelope

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Commercial bid”)

- Commercial Bid Letter
- Commercial Bid as per format given in this RFP (please refer Section VI Financial Bid Format)
- Undertaking for Price Validity & Acceptance of all terms and conditions of RFP as per pt. 5.6

A standard format for submission of commercial bids has been provided with the tender to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and submission in any other format will lead to rejection of the bid

NOTE- The offer may not be evaluated and can be rejected by the Bank in case of non-adherence to the format or partial submission of technical information as per the format given in the RFP Document. The Bank shall not allow/permit changes in technical specifications once the bid is submitted. Failure to submit the required information along with the Technical Offer could result in disqualification of the offer. It should be distinctly understood that in case of ambiguity or lack of clarity in the documents submitted by the bidders towards scoring criteria, the decision of the Bank is final for awarding the marks against each of the specified items. Hence, it is imperative that the bidder should submit all the documents / POs/ letters from other Banks/institutions with clarity of the services rendered. The Bank is not under any obligation to seek clarifications from the bidder in this regard, but will proceed to award marks on the basis of the documents submitted.

3.12. Bid Prices

The Bidder shall indicate in the prescribed proforma, the total Bid Prices of the Solution/services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Documents.

In the absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the RFP Documents. **It must be clearly understood that the Scope of Work (Section - V) is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Bank. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.**

3.13. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actuals. It is mandatory that such charges wherever applicable/payable should be indicated separately in **Section IV – Bid Submission Format**. However, should there be a change in the applicable taxes, the same may apply.

3.14. Bidder Qualification

The "Bidder" as used in the RFP Documents shall mean the one who has signed the Tender Form. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**,

in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized representative or the principal Officer.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.

The authorization shall be indicated by **written power-of-attorney** accompanying the bid. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. Any change in the Principal Officer shall be intimated to THE NAINITAL BANK LTD. in advance

3.15. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs 1,00,000/- (Rupees One Lakh Only).

The EMD is required to protect the Bank against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD must be submitted, in form of DD/PO/NEFT/RTGS or Bank Guarantee valid for a period of -6- months from the last date of bid submission, of any Scheduled Commercial Bank favouring The Nainital Bank Ltd.

In case of bidders being an MSE under registration of any scheme of Ministry of MSE, they are exempted from the submission of EMD. A valid certificate in this regard issued by the NSIC has to be submitted along with the bid. (Please refer section for Micro and Small Enterprise clause for details)

Unsuccessful Bidder's EMD will be returned after award of contract to the successful Bidder. **No interest will be paid by the Bank on the EMD.**

The successful Bidder's EMD will be discharged upon the bidder executing the Contract, and furnishing the Bank Guarantee/security deposit. **No interest will be paid by the Bank on the EMD.**

The EMD may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- b. in the case of a successful Bidder, if the Bidder fails;
 - i. to sign the Contract in accordance; or
 - ii. to furnish Security Deposit/Bank Guarantee for contract performance

3.16. Security Deposit

- The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value.
- Validity: Valid for 60 months. The BG will be released after 60 months and/or extended period or execution of all pending Purchase Orders, whichever is later.
- In the event of termination, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.

3.17. Period of Validity of Bids

Validity of bid will be 180 days from the last date of submission of bid. **Any bid of a shorter period may be rejected by the Bank as non- responsive.**

In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids upto 180 days more.

Any clarification/request or response thereto on extension of bid of period of bid submission or extension of period of validity of EMD shall be done as per this RFP document. The validity of EMD may also be extended if required.

3.18. Format and Signing of Bid

The original and all copies of the bid shall be typed or written in indelible ink. **The original and all copies** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement/Contract. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete information sheets or insufficient documentary evidence shall be rejected.

The Bidder shall duly sign and seal its bid with the exact name of the firm/company/LLP to

whom the contract is to be issued.

3.19. Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

3.20. Terms and Conditions of Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. The terms and conditions mentioned the RFP will prevail.

3.21. Consortium

Consortium is not allowed.

3.22. Last Date for Receipt of Bids

Bids will be received by the Bank at the address specified under **Section I - Invitation for Bids** no later than the time and date specified in Section I -Invitation for Bids.

The Bank may, at its discretion, extend the last date for the receipt of bids by amending the RFP Document, in which case all rights and obligations of the Bank and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

3.23. Late Bids

Any bid received by the Bank after the last date and time for receipt of bids prescribed by the Bank, pursuant to **Section I - Invitation for Bids**, shall stand rejected.

3.24. Modification and Withdrawal of Bids

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

No bid may be withdrawn in the interval between the date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

3.25. Bidder's Address for Correspondence

The Bidder shall designate the official mailing address, place to which all correspondence shall be sent by the Bank.

3.26. Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its bid, from the time of the bid

opening up to the time of award of contract.

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

3.27. Opening of Bids by Bank

The Bank will convene a bid opening session as per time schedule intimated by the Bank in this regard, where one representative from the Bidder, who has successfully submitted the bid, may participate. Subsequent to this, Bank will further evaluate the Bid of only those bidders whose Application fees, EMD and eligibility criteria is found to be in order.

3.28. Evaluation of Bids

Bank will evaluate the bids. Decision of the Bank would be final and binding upon all the Bidders.

The purpose of these clauses is only to provide the Bidders an idea/overview of the evaluation process that the Bank may adopt. However, the Bank reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Bank's requirements, as described in the RFP Document. Bidder must possess the technical know-how and the commercial wherewithal that would be required to successfully deliver the project as part of the solution and also to provide the maintenance and management support services sought by the Bank, for the entire period of the agreement/contract. The Bidder's bid must be complete in all respect and covering the entire scope of work as stipulated in this RFP Document.

3.29. Preliminary Examination

The Bank will examine the bids to determine whether they are complete, whether the bid format conforms to the Tender requirements, whether any computational errors have been made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

A bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.30. Clarification

When deemed necessary, during the tendering process, the Bank may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However,

that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

THE NAINITAL BANK LTD. reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

3.31. Evaluation of Eligibility Criteria

In this part, the bid will be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation for general conditions of the contract and eligibility criteria will lead to rejection of the bid.

Before opening and evaluation of their technical proposals, bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP Document. The bidder must also possess the technical know-how and the commercial wherewithal that would be required to successfully implement the solution sought by THE NAINITAL BANK LTD. for the entire period of the agreement/contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP Document. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

Sr. No	Eligibility Criteria	Supporting Documents
1.	Bidder should be a Government Organization/PSU/PSE/Partnership Firm under Partnership Act / LLP/ Private or public Limited Company in India at least for 5 years as on RFP issuance date.	Certificate of Incorporation, Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.

2.	The bidder shouldn't be blacklisted / barred /disqualified by any statutory, Regulatory or Government Authorities or Public Sector Undertakings / Banks (PSUs / PSBs) or Private Banks or Financial Institutions in India.	Undertaking for non-blacklisted as given in the RFP
3.	The bidder should have ISO 27001, 9001 certification and/or other latest recognized certificate of the same category.	Copy of the relevant certificates or assessment certificate from auditing agency
4.	The bidder should be original equipment manufacturer of proposed GST Solution	Manufacturer's Authorization Format as given in the RFP. (please refer Section IV point 5.2)
5.	The bidder should have a minimum turnover of INR 5 crores per annum for the past 3 financial years (2020-21, 2021-22 and 2022-23). The bidder should also have positive net worth during the last 3 financial years.	Audited Financial Statement of last three financial years (for 2022-23 if audit is under progress then CA certified Financial Statement may be submitted also 2019-20 audited financials be submitted)
6.	The bidder to must have minimum 2 end to end GST implementation experience .	Documentary evidence with relevant copies of satisfactory completion certificate along with Purchase Order including names of clients with Phone and Fax numbers, E-Mail IDs etc.

7.	The bidder should have in house team of sufficient number of resources having minimum experience of 5 years in regulatory compliances solutions including minimum 2 years in GST implementation related software development which includes software developers/ coders / software programmers/ Software Testers with at least one person with techno-functional expertise in GST/ Tax related software.	Documentary evidence with relevant copies of satisfactory completion certificate along with Purchase Order including names of clients with Phone and Fax numbers, E-Mail IDs etc.
8.	Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Scope of Work are covered in totality in the proposal submitted.	Letter of confirmation from Bidder

Note:

Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer.

Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Any deliberate misrepresentation will entail rejection of the proposal/s ab-initio.

3.32. Evaluation of Technical Bids

Technical Bids will be evaluated for the following broad parameters and a score would be given to each bidder by the Bank based on the scoring criteria mentioned below-

A. GST Solutions parameter

Sl. No.	Scoring Parameter	Basis of Evaluation	Maximum Score	Score awarded
1.	The bidder should have successfully implemented the comprehensive GST Solution (both	Undertaking from the bidder in the letterhead clearly stating the detail of	1. -7.5- Marks per commercial Bank/NBFC having branch network 500 and above	

	<p>sales module and vendor/payment module in Public Sector/Private Sector Banks/payment</p> <p>Banks/NBFC's in India on date of RFP (Only current & continuing projects/contracts as on the date of RFP Publication will be considered.</p>	<p>Banks where the solution is successfully implemented and is operational as on date.</p>	<p>2. -5- Marks per Bank/NBFC having branch network 250 to <500</p> <p>Subject to maximum 20 Marks</p>	
2.	<p>The bidder should have implemented the ITC Reconciliation Solution (Reconciliation of Purchase Register of Bank with GST 2A/2B) as per specified scope of work in RFP Only current & continuing projects/contracts as on the date of RFP Publication will be considered.</p>	<p>Undertaking from the bidder in the letterhead clearly stating the detail of Banks where the reconciliation is successfully implemented and is operational as on date.</p>	<p>1. -7.5- Marks per Bank/NBFC having branch network 500 and above</p> <p>2. -5- Marks per Bank/NBFC having branch network 250 to <500</p> <p>Subject to maximum 20 Marks</p>	
3.	<p>Vendor Payment Module Facility module as per Scope of Work given in RFP.</p> <p>❖ The module shall be independent and should post purchase/expense entries on real time basis</p> <p>❖ The Module should identify the respective GL heads in FINACLE such as relating to GST input, Expense, Capex etc and post entries there</p> <p>❖ Module should also deduct TDS wherever applicable as per Income Tax Act,1961</p>	<p>Undertaking from the bidder in the letterhead clearly stating the detail of Banks where the vendor payment solution is successfully implemented and is operational as on date.</p>	<p>1. -7.5- Marks per Bank/NBFC having branch network 500 and above</p> <p>2. -5- Marks per Bank/NBFC having branch network 250 to <500</p> <p>Subject to maximum 15 Marks</p>	

3.	No of Years of existence of the Firm / LLP / Company as on 31-03-2023.	Certificate of Incorporation./Partnership Deed etc	Years of Existence Marks < 5 3 5 to < 10 5 10 to < 15 7 ≥ 15 10 Maximum Marks - 10	
4.	Manpower of Firm / LLP/Company.	Self-declaration stating the no. of manpower, their qualification and their association with the bidder	> 2 marks each for professionally qualified* Partners / Director of the Firm/ Company > 1 mark for each professionally qualified* staffs with minimum 2 years of GST Experience. * Having minimum 2 years of post-qualification experience of GST and TDS related work Maximum Marks - 15	
	Presentation & Product Demo - Covering the proposed implementation plan along with proposed process flow, inter-alia, evaluation of various features of the product as per the scope of work. In case Bank during product demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted.	Online/offline technical demo about the product/solution being offered	Presentation & product demo 1. User friendly interface in the GST Solution 2. ITC Reconciliation 3. Vendor Payment Module 4. Availability of all types of reports relating to comprehensive GST Solutions 5. Any other feature to be highlighted by bidder 6. Centralized Dashboard 7. Overall presentation 8. Integration with Finacle Maximum Marks - 20	
	Total		100	

Only the Bidder/s scoring -50- marks and above shall be considered as technically qualified and are further eligible for Commercial evaluation

Bids that are technically qualified would only be taken up for commercial evaluation.

*The following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process.

- One senior representative from bidder's organization should be present in the technical presentations.
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same person that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information
- All aspects of requirements in the RFP should be covered in the presentation.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable

Note:

- (1) Group/Parent organization/company experience shall not be considered.
- (2) Direct orders from end customers shall be considered
- (3) The technical score will be allotted by Bank to each bidder against each section and will be considered final.

3.33. Evaluation of Commercial Bids

Commercial bids submitted by only those bidders, who have qualified both pre- qualification and Technical evaluation, will be eligible for further evaluation.

The Commercial Bids of only those Bidders short listed from the Technical Bids by Bank will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated by Bank.

Bidders will be ranked as per the ascending order of value of their Commercial Bids as (Least Quoted) LQ1, LQ2, LQ3.....and so on, LQ1 being the lowest Financial.

3.34. Final Bid Evaluation (Techno commercial bid):

Award Criteria

Tender will be awarded on the basis of Techno Commercial evaluation i.e., 80% Weightage for Technical bid + 20% Weightage for Commercial bid and the bidder who score HIGHEST MARKS will be declared as Highest Combined Score (CS-1) i.e., H1 Bidder. Weightage of technical bid will be calculated on total marks of technical evaluation scoring parameter.

Evaluation will be as under

- a. Eligibility Evaluation
- b. Technical Evaluation
- c. Commercial Bid Evaluation
- d. Weighted Evaluation

The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meet the business requirements of the Bank. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be based on quality of the solution & services offered and cost of the offered solution and services. Bidder's qualifying the Eligibility evaluation will be considered for Techno-Commercial Evaluation. After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

The Technical Bids will be allotted weightage of 80% while Commercial Bids will be allotted weightage of 20%. A combined score (CS) will be arrived at after considering the Commercial quote and the marks obtained in technical evaluation with relative weights of 20% for Commercial bid and 80% for Technical Bid according to the following formula:

$\text{Combined score} = 80 \times \frac{\text{Technical Score of a Bidder}}{\text{Highest Technical Score amongst all bidders}} + 20 \times \frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of a bidder}}$
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The bidder obtaining the Highest Combined Score in evaluation of technical and commercial evaluation will be ranked CS-1 followed by proposal securing lesser marks as CS-2, CS-3etc. Bidder securing Highest Combined Marks and ranked CS-1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

Example:

Sl.	Bidder	Technical Score (TS)	Commercial Bid (CB)	Weighted Technical score= [80 X TS/TS (highest)]	Weighted commercial Score =[20XCB lowest)/CB]	Weighted Combined Score (CS)
1	AA	80	600	71.11	20.00	91.11
2	BB	90	800	80.00	15.00	95.00
3	CC	75	700	66.67	17.14	83.81

In above example:

The bidder “BB” with the highest combined score becomes the successful bidder (CS-1).

Note: The combined score shall be calculated upto two decimals.

3.35. Bank's Right to Vary Scope of Contract at the time of Award

The Bank may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’s performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder’s receipt of the Bank’s changed order.

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

The Bank reserves the right to accept any bid, and to annul the RFP/Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.37. Notification of Award

Prior to the expiration of the period of bid validity (180 days from last date of bid submission), the Bank will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Agreement/ Contract, requiring the successful Bidder to furnish Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for ensuring contract performance. Thereafter the Bank will notify each unsuccessful Bidder and will return/release its EMD.

3.38. Award of Contract

There will be only one vendor.

At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Proforma of Contract.

Within 15 days of receipt of the Proforma of Contract, the successful Bidder shall sign and date the Contract and return it to the Bank along with the Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance.

The contract period will be commencing from the date of signing of contract and will be valid for 5 yrs from the date of Project Final Acceptance Test in addition to the term from signing of contract and project acceptance test. THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of two years.

Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the vendor to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required.

Vendor has to agree for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by THE NAINITAL BANK LTD.

If the name of the system/service/process is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to THE NAINITAL BANK LTD. and the obligations with THE NAINITAL BANK LTD. taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.

The above Security Deposit shall be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank. Security Deposit should be valid for the entire contract period of 60 months and renewed for extended period, if required, and thereafter on satisfactory performance and completion of contract, the Security Deposit shall be refunded to the vendor without any interest.

THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of -30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.

In case of any takeover/merger/acquisition/transfer of ownership of bidder, the responsibility

for smooth transition to the new entity lies with the bidder.

3.39. Placing of Purchase Orders

Quantities mentioned in BoQ (Bill of Quantity) are indicative and THE NAINITAL BANK LTD. reserves the right at the time of award of purchase order to increase or decrease the quantity of goods and / or services from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

For procurement of GST solution, Purchase order will be placed on the vendor in hardcopy format.

Objection, if any, to the Purchase Order must be reported to the Bank by the vendor within five (5) working days counted from the date of receipt of Purchase Order for modifications, otherwise it shall be assumed that the vendor has accepted the Purchase Order in totality.

If the vendor is not able to supply/deploy/operationalize the ordered solution completely within the specified period, the penalty clause will be invoked.

The decision of THE NAINITAL BANK LTD. shall be final and binding on all the vendors to this document. THE NAINITAL BANK LTD. reserves the right to accept or reject an offer without assigning any reason whatsoever.

3.40. Bank Guarantee for Contract Performance

Within thirty days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in the form of Bank guarantee, favouring The Nainital Bank Limited valid for a period of 60 months from the date of Signing of Contract in accordance with the Conditions of Agreement/Contract which may be extended for extended term of contract

Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the Bank guarantee/security deposit. In case of exigency, if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

Performance bank Guarantee as per following schedule:

S.no.	Item	Value
1	Instrument	One single Deposit in the form of Bank Guarantee

2	Validity of Performance Bank Guarantee	Bank Guarantee to be submitted along with the duly stamped and signed contract and should be valid for a period of 60 months from the date of Project Final Acceptance Test. In case there is an extension of contract beyond 60 months, Bidder has to provide the BG for that extended period.
3	Amount	10% of Purchase Order value

3.41. Confidentiality of the Document

The RFP Document to be submitted by bidder is confidential and the Bidder shall ensure that anything contained in RFP Document shall not be disclosed in any manner, whatsoever.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank and Associates. The bidder shall ensure that its own employees or the employees/firm(s) engaged/hired by him shall maintain full confidentiality of the entire information. Disclosure, reproduction, transmission of this RFP, any amendment to the RFP, any specifications, plan, drawing, pattern, sample data or any part of the aforementioned information to parties not directly involved in providing the services requested could result in disqualification of bidder, premature termination of the contract or legal action against the bidder for breach of trust.

No media release/public announcement or any other reference to the RFP or any programme thereunder shall be made without written consent of the Bank. Reproduction of the RFP or any other written document without written consent of the Bank by Photographic, electronic or other means is strictly prohibited. The Successful bidder will be required to sign a Confidentiality and non-disclosure agreement with Bank.

3.42. Tender Related Condition

The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this tender. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any major litigation/arbitration that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Bank, the Bank shall have the right to

reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder and claim damages before the court of law, resulting from such rejection/termination as the case may be.

3.43. Rejection Criteria

Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

3.43.1 General Rejection Criteria

- Bids submitted without or improper EMD and/or Application Money.
- Bids received through Telex /Telegraphic / Fax/E-Mail will not be considered for evaluation.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions.
- Bids received by the Bank after the last date and schedule time for receipt of bids as prescribed by the Bank.
- Bids without letter of authorization and without any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

3.43.2 Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the RFP Documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the material technical requirement by way of functionality, specifications and General Terms and conditions as stated in the RFP Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services.
- If the bid does not confirm to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in Tender

3.43.3 Commercial Rejection Criteria

- Incomplete Financial Bid
- Financial Bids that do not conform to the Tender's Financial bid format
- Total price quoted by the Bidder does not clarify regarding all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the commercial bid calculations the Bank shall rectify the same at its discretion. If the Bidder does not accept the correction of the errors, its bid may be rejected.

3.43.4 Liquidated Damage (LD)-

- If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the Bank reserves the right to recover LD @ 5% of the Total Charges per week of the yearly order value , subject to a maximum of 20 % of total charges as liquidated damage for non-performance/delayed performance. This would be in addition to penalty
- Liquidated Damage is not applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank or Force Majeure.

4. Section III – General Conditions of Contract

Quality: Services/Solution not confirming to given criteria will be rejected & it will be replaced by the vendor, free of cost. The solution must be as per the detailed specifications listed out in the RFP document and shall be as per standard practice, relevant IS/ Indian code of practice, and shall be as per the Scope as mentioned in RFP Document.

Statutory Laws: Vendor shall abide by all applicable rules and regulations/notifications regarding taxes, duties, labour etc., which are in force and from time to time enforced by the Government of India, also registration, labour laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.

Confidential Information: All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank.

Extra Deviated Items: Any extra item like variation in quantity, deviated item should be executed only after getting the appropriate approvals with written confirmation, from the bank. At the time of submitting the invoice, all the documentary evidence of appropriate approvals for Extra / deviated Items / Variation in Quantities should be attached. Payments will not be made without scrutiny of aforesaid approvals.

Force Majeure: Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.

Arbitration: The Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter.

If the designated official of the Bank and the Bidder are unable to resolve the dispute within -30- days from the commencement of such informal negotiations, they shall immediately escalate the dispute to their Senior Authorized Personal.

If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in, Nainital Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Both parties will appoint one arbitrator each. Both the appointed arbitrators together, shall nominate third arbitrator with mutual consensus. Cost of arbitration shall be borne equally by both parties.

Jurisdiction: The Jurisdiction for all disputes will be in the city of Nainital (Uttarakhand), India.

Safety: All the safety codes and the preventive measure for this type of work shall be strictly followed. In case of any mishap which causes injury, disability or death of any personnel and staff either on site or offsite during or after the duration of the project due to negligence of the staff of the vendor, shall be sole responsibility of vendor, this shall not be responsibility of Bank

in any case. No Claims in this regards shall be paid by Bank.

The Integrity Pact (IP) an agreement between the prospective Vendors / Bidders/Contractors and the Bank, commit that the persons / officials of both the parties shall not resort to any corrupt practices during or after the tendering process and contract execution.

4.1. Term and Extension of the Contract

The term of this Contract will commence from the date of signing of contract/agreement and will be valid for a period of five years from date of project acceptance test , extendable further for two years.

The Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 6 months before the expiration of the Term hereof, whether it will grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the Bank's discretion.

During extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for AMC & Manpower shall remain same as given for 5th Year.

Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative service provider or create its own infrastructure to operate such Services as are provided under this Contract. In such scenario, the terms and conditions for SLA, penalty and Prices for services, AMC & Manpower shall remain same as given for 5th Year.

Warranty

- a) The warranty of 12 Months shall start from the date of UAT Sign-Off. Any defects / bugs noticed in the migrated/implemented applications shall be reworked and / or replaced by the Bidder / Vendor with defect-free components free-of-cost.
- b) Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period, free of cost. The warranty period would start after live implementation* (*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).
- c) Bidder should setup one centralized L2 Support at Bank Site till the completion of warranty

period as mentioned above. The Bank has a right to interview and reject resources deployed by the Bidder.

4.2. Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Ltd.

In any circumstances no other additional cost shall be payable by the Bank on account of any software / tools used by the Service Provider for rendering the services as required in the Tender. The bidder should make his own arrangement for providing such software / tools used at his own cost. The responsibility to ensure that only legal, authorized, licensed versions of software / tools provided by the bidder and used by its employees are used for extending the required services, lies solely with the bidder.

The Bank in no way be a part of any litigation arising out of using unauthorized software / tool used by the bidder/service provider.

4.3. Payment Schedule

The payment schedule for various items as quoted in Section VI : Financial Bid Format will be as below: One Time Application Software/license cost of Goods & Service Tax (GST) solution, Third-Party Application Cost (if any), Implementation Cost & Integration Cost as quoted by bidder will be paid as under:

i. One Time Application Software/license cost and third-party application cost (if any)

- 50% on delivery of application software/license to Bank
- 20% on first installation of proposed solution on Bank's infrastructure
- 30% on successful GO-LIVE of the proposed solution

ii. Implementation & Integration cost

- 25% on contract signing and submission of Security Deposit
- 25% on first installation of proposed solution on Bank's infrastructure
- 10% on successful UAT
- 15% on successful integration of proposed solution with Finacle 10.x
- 25% on successful GO-LIVE of the proposed solution

iii. Annual AMC/ATS Charges shall be payable annually in advance on successful GO-LIVE of the solution.

iv. For any other cost as submitted by the bidder, the payment terms will be decided at the time of signing of agreement.

The Vendor's request(s) for payment shall be made to "The Nainital Bank Ltd." in writing

(Invoice) accompanied by Service Level Requirements compliance reports for which payment is being claimed.

All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task,

Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value.

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the particulars mentioned in the commercial bid format.

All Payments shall be made in Indian Rupees Only and shall be released by the Bank against the invoices raised by bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.

Note:

- All payments will be made through electronic mode only.
- Payments should be subject to deductions of any amount for which the Bidder is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income-Tax Act.

4.4. Service Level Agreement & Targets

The selected vendor has to sign a detailed SLA before the issuance of Purchase Order. The SLA will be prepared jointly by the Bank & the selected vendor and will be based on

- The scope of the RFP and any amendment done in the RFP before submission of the bid.
- The solution offered by the vendor in response to the bid.
- Selected vendor is obliged to provide additional infrastructure free of cost at any stage of the TCO period, if it was found that requirement & standards intended by the Bank in RFP is not being fulfilled.
- The SLA will be binding on the vendor for the entire period of 5 Years.
- The Penalty clause shall be defined during signing of SLA.

5. Section IV – Bid Submission Format

5.1. Bidder Profile

Sr	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt.Ltd)/Firm/LLP etc.	
4.	Details of Incorporation of the Company/Firm	
5.	Details of Commencement of Business	
6.	GST registration no.	
6a.	No. of commercial Banks (along with name) where the comprehensive GST solution have been successfully implemented	
6b.	No. of years of experience in providing GST solution to commercial Banks	
7.	a. Permanent Account Number (PAN)& b. TAN	
8.	Name & Designation of the authorized contact person to whom all references correspondence shall be made regarding this tender	
9.	Telephone No. (with STD Code) a) Landline b) Mobile	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	
13.	Financial Details (as per audited Balance Sheets) (in Cr)	
14.	Year	2020-21
		2021-22
		2022-23 (If no Audit then CA Certified)

15.	Net Worth			
16.	Turn Over (Total)			
17.	Turn Over (from Indian Operations)			
18.	Turn Over (from data centre operations)			
19.	Profit After Tax (PAT)			
20.	Net Profit			

5.2. Manufacturer Authorization Format

Manufacturer's Authorization Form

To,
The Chief Financial Officer
Nainital Bank Limited
Head Office
Mallital, Nainital-263001 (Uttarakhand)

Sir,

Re:- Ref. No.- NTB/ACCOUNTS/GST/2023/001 dated 12th September 2023 for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST)

We, (Name of the OEM) having our registered office at, are an established and reputable manufacturers / developers of for above mentioned Request for Proposal.

We confirm that we are participating in the RFP as a bidder.

Our full support is extended to Bank in all aspects of supply, on-site warranty, maintenance and subscription of We assure to provide the service support for the supplied for the 5 year contract period (further extendable for 2 years) from date of issuance of supply / installation as per RFP terms. We also assure that our on-site service support would be available to Bank on 24x7 basis. We assure that the quoted items (.....) would NOT be declared End of Life during the 5 year contract period (further extendable for 2 years) . In case such a condition arises, we assure to replace such items with items of equivalent or better specifications without any financial implication to Bank.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

5.3. Declaration for Non-Blacklisting

UNDERTAKING FOR NON- BLACKLISTED

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Financial Officer

Nainital Bank Limited

Head Office

Mallital, Naninital -263001 (Uttarakhand)

Sir,

Re:- Ref. No.- NTB/ACCOUNTS/GST/2023/001 dated 12th September 2023, for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST)

We M/s _____, a company incorporated under the companies act, 1956/2013 with its headquarters at _____, do hereby confirm that we have not been blacklisted/ debarred by the Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) or Private Banks or Financial Institutions in India during last 3 years.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

5.4. Undertaking of Information Security

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory on Information security as per regulatory requirement)

To,
The Chief Financial Officer
Nainital Bank Limited
Head Office
Mallital, Nainital-263001 (Uttarakhand)

Sir,

Re:- Ref. No.- NTB/ACCOUNTS/GST/2023/001 dated 12th September 2023, for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST)

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Dated this..... by2023

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

5.5. Undertaking by the bidder (To be included in Technical & Commercial Bid Envelope)

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Financial Officer

Nainital Bank Limited

Head Office

Mallital, Naninital -263001 (Uttarakhand)

Sir,

Re:- Ref. No.- NTB/ACCOUNTS/GST/2023/001 dated 12th September 2023 for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents. Dated this ____ day of _____ 2023.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

5.6. Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Financial Officer

Nainital Bank Limited

Head Office

Mallital, Naninital -263001 (Uttarakhand)

Sir,

Re:- Ref. No.- NTB/ACCOUNTS/GST/2023/001 dated 12th September 2023, for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST)

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order. If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

5.7. Undertaking for No Deviation

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Financial Officer

Nainital Bank Limited

Head Office

Mallital, Nainital -263001 (Uttarakhand)

Sir,

Re:- Ref. No.- NTB/ACCOUNTS/GST/2023/001 dated 12th September 2023, for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GOODS & SERVICES TAX (GST)

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No NTB/ACCOUNTS/GST/2023/001 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

6) Section V: Scope of Work

6.1 Detailed Scope of Work:

Basic/Essential requirements:

- 1- Bidder should provide/create the solution that is compatible with CBS FINACLE 10 of the Bank and should be able to process & work with the file formats that CBS generates.
- 2- The solution should provide for collection of data available in the Transacting Systems, generate GST invoice in the prescribed (GST Law compliant) format with requisite details.
- 3- Bidder should provide/create payment/purchase module that is compatible with CBS Finacle 10 and installed at each branch of the Bank and should be able to process inward purchase/service entries in real time basis and should properly account for the input GST or RCM (if applicable) and deduct TDS as per Income tax rates
- 4- The solution should be able to interact with the CBS and must be able to retrieve everyday income/expenditure reports GSTIN wise i.e state wise.
- 5- The solution must be able to maintain and update on a real time basis of all the vendor master of the bank and at any given point of time be able to give exception report where transactions are not captured with appropriate details (including but not restricted to GSTIN, address, vendor name, Vendor PAN etc.)
- 6- The solution should be able to align/ integrate and migrate in its system, the data from the CBS or other source, both internal and external and change in the format required by the GSTN for various GST returns thereby processing GST Return filing of the Bank. This shall enable the Bank to be GST compliant for each of its GST registration and for the Bank as a whole. The solution should be able to generate invoices consistent with the provisions of the GST law.
- 7- The solution should provide for the State wise segregation of the Data as per the logic given by the Bank from time to time enabling reporting under GST provisions.
- 8- Though it is expected that the GST rate will be uniform across the country, but the system should have the provision to calculate for different state/UT wise rates & state Cess.
- 9- The solution should have flexibility to accommodate various/different income booking patterns like inclusive and exclusive income booking, suspense entries etc.
- 10- The solution must be able to reconcile the GST liability booked for the month with the income GLs for the month to enable the bank to prepare a turnover reconciliation.
- 11- Any required customization will be carried out by successful bidder at any point of time without any additional cost.
- 12- The solution should have the ability to upload and/or enter the GST No. of the customer and may segregate the transaction based on GST No. of the customer.
- 13- The solution should have a provision to accommodate separate GST registration numbers for each state.
- 14- The solution should have the ability to create the workflow for inquire, review, authorize, update data required under various GSTR returns etc.
- 15- The solution must be capable of adding any additional data which does not flow directly from the CBS but GST is collectible on such transactions.
- 16- The solution must be able to validate the bulk GSTINs given by the bank as whether the same are active/cancelled or invalid GSTIN and must be able to give reports of invalid GSTINs.
- 17- The solution should have the ability to prepare all GSTR forms for filling as per stipulated dates required under GST Law present and in future as well according to changes brought by GST Council / GST Authorities / CBIC / Any other regulatory body impacting GST aspect etc. It should enable interfaces to pay taxes and create challan for the same.
- 18- Generation of GST Compliance reports for review before return filing with necessary validations. The same should have functionality and necessary interface built in to accept, reject, and keep pending Banks's vendor / supplier's invoices on real time basis and any other return that may

- be required for input/output discrepancies.
- 19- Any GST related return being introduced by GST Council / GST Authorities / CBIC / Any other regulatory needs to be prepared by the ASP solution provider at no additional cost.
 - 20- The solution should also be able to download the past returns/statements/challans/appeals/replies filed by the banks and must have an GSP/ API module with which the solution is able to download the past returns as well.
 - 21- The solution should prepare the various returns but not limited to like GSTR1, GSTR2, GSTR3B, GSTR6, GSTR7 and GSTR-9 etc. Auto generation and auto population of data required for Annual return, presently GSTR-9 / 9C is must requirement.
 - 22- The solution is expected to have built in validation / business rules required in accordance with GST law like but not limited to de-duplication check, Place of Supply Validations, HSN etc.
 - 23- The software must be able to categorize any GLs into taxable or GLs in which tax is to be remitted on RCM basis.
 - 24- Based on the Bank's expense GLs, the solution must be able to compute GST under RCM for those on which GST are required to be remitted under reverse charge mechanism by the banks.
 - 25- The solution must be able to auto-pick the expense heads on which RCM is applicable and when the expenses relating to that GL/PL head is selected by any branch, solution must be able to calculate the RCM automatically in order to compute the RCM liability for any particular month.
 - 26- The solution should have the ability to download and upload the GSTN data and convert it into the format as defined by GSTN / Bank. The solution should structure effective data monitoring tools.
 - 27- The solution should provide the user with a dashboard for displaying the information such as return filing status of the Bank, vendor filing status, summary of all records updated or filed in a year or for any particular month. Activities like MIS, reconciliation, compliance with respect to Statutory/ Government /GST guidelines, etc. should be made available on dashboard. These are indicative dashboard parameters only. Comprehensive dashboard will be developed by the bidder as per the Bank's requirement at no additional cost.
 - 28- There should be an interface with the GSTN/ Suvidha providers by the bidders so that the various returns are filed from the solution directly to the GSTN.
 - 29- It is expected that data treatment / actionable that can be done directly on GSTN portal in respect of any table should also be available in the solution with proper audit trail and logs.
 - 30- Provide various MIS report that may be required from time to time for full compliance of GST, Audit and inspection by government department and monitoring of the compliances GST no wise, Unit-wise i.e., for each branch/office covered under the distinct GST no and also for Bank as a whole.
 - 31- The solution must be capable of identifying place of supply issues as per GST Act and the solution must provide a dashboard where there are exceptional reports and the solution must be capable of changing the logic in the exception reports according to the requirement of the bank.
 - 32- The proposed solution shall have provision for master database like rate code master, HSN master will be updated etc. but not limited to, by bidder at no additional cost during entire contract period. Extensive HSN / SAC mapping for both outward and inward supply is expected from the proposed solution.
 - 33- The solution should be capable of tallying state wise GST liability as per books with that of liability as per electronic liability ledger as per GST Portal.
 - 34- The solution should be capable of tallying balance lying in electronic credit and cash ledger with financials of the Bank.
 - 35- The solution should handle all the amendments but not limited to the following:
 - B2B to B2B
 - B2C to B2B
 - 36- Debit / Credit note including amendments.

The scope of the work (SOW) is divided into segments which are as under:

1) Relating to Outward supply – The proposed solution will integrate itself with Bank CBS i.e FINACLE and extract data pertaining to outward supply and convert the same (if required) into the format/return accepted by GST department in order to comply requirement of GST law relating to outward supply of services, further it will help in:

- a) Filing GSTR-1/GSTR-3B/GSTR-6/GSTR-2/3 (as and when notified)/GSTR-9/GSTR-9C on the basis of data collected from various sources mainly CBS i.e FINACLE /NPCI/any other sources).
- b) Invoice Generation in the prescribed format viz Tax Invoice, Bill of supply etc. and sending the same to customers via digital mode email etc.
- c) The solution should be able to generate debit note & Credit notes, delivery challans and such other documents under the GST regime along within the prescribed format with requisite details with necessary validations built in.
- d) Provision should be there in the solution for linking of reversals (Credit Note) with original transaction/invoices with necessary check and system validations built in.
- e) Determination of Place of supply / tax liability state wise (SGST, CGST, IGST, Cess if any) on any given point of time on output sale and providing variations (if any).
- f) Linking of GST comprehensive solution with ASP/GSP and with existing CBS on so that all the GST returns can be filed from solution itself.
- g) In the banks, there are certain invoices which are generated manually. A separate screen must be provided in which the manual invoices generated must be generated in the solution provided. This must be reconciled with the GLs on a periodic basis.
- h) Providing of any information required from time to time from the GST portal / GST comprehensive Solution.
- i) Extraction of Old Records / Reconciliation of records pertaining to bank.
- j) One-time validation of existing GSTINs and permanent real time validation of future seeding of GSTINs
- k) Migration of Historical data of Bank to Comprehensive GST Solution
- l) Availability of dashboard in Comprehensive GST Solution (in front end) which will have tracking of online notices / orders issued on GST Portal and status of such notices / orders i.e., r e p l y s e n t details, return filing status etc.
- m) Reconciliation of the following:
 - Reconciliation of outward supply data uploaded in GST returns viz GSTR-1, GSTR-3B GSTR-7 etc with financials i.e profit and loss account for the day / fortnight / month /quarter/ half year / year or for any other period required from time to time.
 - GSTR -1 with GSTR-3B for any given period of time.
 - HSN/ SAC wise reconciliation.
 - Any other Reconciliation from time to time.
 - Addition of branches in individual GST Registrations
- n) Any other scope determined by the Bank due to changes in GST Act determined from time to time.

2) Relating to Inward supply – The Vendor will provide “Payment/Purchase module” which will be installed across the Bank and shall facilitate real time entries of inward i.e purchase of goods/capes/services/utility payment etc. further

- a) The said vendor payment module will facilitate the Bank in entering real time data of purchase/services and ensure the GST input/RCM are automatically entered in appropriate GL of the BANK, further TDS deduction as per the provisions of Income Tax Act is made.
- b) The solution should have functionality to auto reconcile GSTR-2A/2B with the Bank's Purchase Register. The solution should throw the un-reconciled report of mismatch entry between GSTR-2A/2B and purchase register data (Invoices that are in your purchase register but not uploaded by the supplier and Invoices that were uploaded by the supplier but are not in the purchase register). The solution should also provide the reason for mismatch in the report. Any additional customization required to enhance the reconciliation will be at no additional cost.
- c) The solution should facilitate complete audit trail and single, elaborated, detailed view of purchase invoices which are accepted, rejected or kept pending. The solution should have functionality for bulk action of accept /reject or keep pending actionable at vendor / supplier's level.
- d) GSTR-2A/2B data being dynamic in nature, the solution with capability to fetch / extract the incremental data during auto download process and make the same available for matching i.e., GSTR-2A data which was already downloaded during earlier process and matched should not be considered for processing.
- e) The solution should facilitate for purchase register, State-wise ledger view and tax credit utilization. The solution should be able to generate state wise output supply ledger, input credit ledger and other ledgers as required under GST law.
- f) The solution should facilitate to record provisional ITC availed against missing invoices, its respective reversal afterwards along with proper audit log. Facilitate to upload missing invoices to avail ITC on provisional basis. The solution is expected to identify the amount of provisional ITC available as per the provisions of GST law and flag the same in subsequent months to ensure that dual credit is not availed.
- g) The solution should have functionality to check ITC eligibility during GSTR 2A/2B matching process; throw suitable reports therefrom for control purpose and integrate with the Bank's internal systems for Input Services. Reports in respect of ITC eligible to be claimed in a particular month, year, selected period, ITC Under claimed and over claimed by Bank should be provided in bidder's solution.

3) Reports:

The solution should be capable of generating separate reports during

a particular day/week/month/year/ any period for the following:

1. Income reports on different parameters such as branch-wise, state-wise, GL-wise etc.
2. Total payments made to registered vendors with further bifurcation into eligible ITC and ineligible ITC (blocked credits)
3. Total payments made to unregistered vendors with further bifurcation into RCM liability and other than RCM
4. RCM liability should be further segregated into eligible and ineligible ITC
5. Separate report for TDS deducted from vendor payment under Income Tax with their PAN no.
6. Availability of Dashboard - Notices, GST Returns etc.,
7. Various other MIS reports as and when required shall be available.

The entire scope of work/proposed requirement/services or obligations required to be performed by the Vendor in terms of this RFP shall be hereinafter be referred to as "Project"/"Solution"/"Services" and such terms may be used interchangeably, however shall have the same meaning as ascribed herein.

The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Bank requirements as per the RFP are made available from day one of the Selection of vendor for GST Solution going live. Any new government/ regulatory requirements that impact the Comprehensive GST Solution to the Bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Bank at no additional cost during the period of the contract.

Project Scope

The Bank at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions. Description of the envisaged scope is enumerated as under:

1. The Bank expressly stipulates the Vendor's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The vendor shall be required to undertake such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.
2. Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder must envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.
3. The Bidder will be required to fix any vulnerability in the Comprehensive GST Solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis.
4. The Bidder is required to note the following points:
 - The Bidder must size the Comprehensive GST Solution covering hardware, software & services to ensure availability, scalability, redundancy and performance of the Comprehensive GST Solution, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Bank.
 - The Bidder is completely responsible for Comprehensive GST solution to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The Bank assumes no responsibility for assumptions made by the Bidder. In the event the proposed vendor for Comprehensive GST solution fails to meet the Service Level Agreement (SLA) (if applicable and stipulated in this RFP) and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the Comprehensive GST Automation at no additional cost to the Bank.
 - The Bidder must ensure the arithmetical accuracy of the technical and commercial bid.

The Bank will not be responsible for any errors in the bid submitted by the Bidder.

- Any assumptions, changes, deviations other than what is specified and accepted by the Bank will not be considered for the purpose of this RFP.

Training

1. The onus of preparing the training material will be on the selected bidder.
2. Training will be provided by bidder on Comprehensive GST Solution.

General Provisions in the Scope

- The selected bidder should provide required software and licenses, including implementation / execution of the same within the stipulated time period.
- The Bidder should take care of all aspects of installation on existing set-up, de-installation, configuration, re-configuration, enhancements, updates, version upgrades, migration, problem analysis, on-site, as well as off-site support, etc. to ensure smooth operations during and post implementation on perpetual basis.
- Bidder will have to ensure the troubleshooting in all forms like technical, administrative related issues or any other issue etc.
- Bidder should provide Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.
- Time being an essential feature of the contract, the selected vendor to implement and install the systems in -8- weeks from the date of purchase order.
- Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and/or its representatives, employees leading to breach of any of the provisions of law faced, suffered, or incurred by the Bank.
- Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or things done or omitted to be done or undertaking made or deficiency in service by Bidder, its employees, officers, agents, Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Bidder and /or make deductions from the amount payable by the Bank to Bidder.
- Neither the contract which will be entered by the Bank with the Bidder nor any action taken by the Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Bidder and the Bank hereunder is on Principal-to-Principal basis. Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.
- That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to:
 - all books, records, information of the Bidder;
 - any documents, records of transactions and other necessary information processed/stored by, given to the Bidder; and

- any document/information given by the Bank to the Bidder and / or relevant to the outsourced activities available with the Bidder pertaining to the services provided under this Agreement by the Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.
- All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.
- There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition, there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and time stamp.
- The system should have the ability to generate a detailed audit trail on a daily basis for the following minimum features:
 - Attempted unauthorized logins
 - Time of login and logout
 - Change of passwords
 - Change of parameters
 - The audit trail should be at a granular level, and track the user across each activity
 - All transactions should be time stamped with user ID along with details of modification if any
 - Details of databases accessed and modified by the users should be maintained by the system
 - The system should have the ability to store and track all system events, including corrections and cancellations by multiple criteria
 - The system should maintain an error log in case of missing and/or erroneous data
- Disaster Recovery – In case of wrong deletion/upload of data / records, system should be capable of recovery of data with minimum response time.
- The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Bidder or any documents/ records of transactions and other necessary information given/stored or processed provided by the Bank, to Bidder and in turn provided by Bidder to another agency, in order to render the required Services to the Bank.
- Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Bidder in writing by the Bank, provided to Bidder by the Bank, in order to render the required Service to the Bank.
- That due diligence/KYC/physical verification of employees of the firm/company will be done and proper record of the same will be maintained.
- That adequate steps will be taken to build strong safeguards to avoid the co-mingling of information/documents/records and assets of the Bank with other organizations for whom Bidder undertakes similar services.

- That the Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.
- The Bidder will conform to the laws, rules and regulations as stipulated by the Central/State Government/Reserve Bank of India/ and/or any regulatory authority in regard to employment of agents/associates/employees, etc. including the Minimum Wages Act.
- The 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 Bidder(s). Reasons for cancellation, as determined by the 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 was 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) The Project is not in the best interest of the Bank,
 - v) Any other reason
 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.

6.2 Timeline For Go-Live

Bank is expecting to Go-Live with the proposed GST solution within -8- weeks from the date of issuing Letter of Intent/ purchase order to the selected vendor.

6.3 Hardware Specifications

The Bidder has to submit the hardware specification document covering exhaustive list of all hardware items, software items (like OS, DB etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution. The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of -5- year (extendable further for 2 years at Bank's discretion). The

Bank reserves the right to procure the same from the bidder or from open market. However, the shortlisted bidder will assist Bank in below tasks related to hardware:

- Install the proposed solution on the hardware infra as recommended by the Bidder.
- Recommend any enhancements/ upgrades to the hardware and the software installed on same, to ensure that the application functions as required.
- Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required
- Support Bank team to ensure maintenance activities that are carried out as and when required.
- Assist Bank team in ensuring compliance to various guidelines issued by RBI, other regulatory bodies, government etc.

7. Section VI : Financial Bid Format (on the letterhead of the bidder)

Sr. No.	Particulars	Total Amount
1.	One time Application Software/license cost – Perpetual	
2	Implementation Cost & Integration Cost (One Time Cost)	
3	Any Other Cost	
4	Annual AMC/ ATS Charges on per annum basis	
	GRAND TOTAL in INR (Excluding GST/Other taxes)	

- The Commercial Offer should be given in the above format only.
- All costs should only be in Indian Rupees and all payments will also be only in Indian Rupees.
- The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge.
- If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost
- The prices quoted by the Bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice.
- The rate should be valid for 5 years from the date of go-live of project.

(Signature of Authorized Signatory)

(Name, Designation and Address)

(Seal of the Company)

Date:

----End of Document----