THE NAINITAL BANK LIMITED
Head Office: Naini Bank House,
Seven Oaks, Mallital,
Nainital

Request For Proposal for Comprehensive GST Solution i.e Supply, Installation, Customization, Integration, Training and Support for Software Solution for GST

Tender No.- NTB/HO/ACCOUNTS/GST-RFP-2023

Prepared By:
Accounts Department
The Nainital Bank Limited
Head Office Nainital

TABLE OF CONTENTS

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 containedin 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.

GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that bank has invited RFP for Comprehensive GST solution for Supply, Installation, Customization, Integration, Training and Support for Software Solution for GST.

Interested bidders who wish to participate should visit website www.nainitalbank.co.in for downloading the detailed RFP in Tender column of the website.

1. Bidders are requested to apply for the tender in offline mode only.
2. Interested bidders are requested to go through the detailed advertisement before applying for the same and ensure their eligibility before applying.
3. Bidders are requested to apply by sending the required documents to the below address along with application money.

The Chief Financial Officer
The Nainital Bank Limited, Head Office
Seven Oaks Building, Mallital,
Nainital- 263001

General Tender Details

Name of Organisation	The Nainital Bank limited
Tender Type	Open
Tendor purpose	Comprehensive GST solution for Nainital Bank
Payment Mode	Offline
Date of Issue of RFP	16.03.2023 at the opening of Business hours
Last date and time for submission of query	24.03.2023 by 5:00 P.M
Last Date and Time for submission of Bid document	05.04.2023 at the closing of Business hours
Application Money	10000/-
Earnest Money Deposit	100000/-
Address for Bid submission	The Chief Financial Officer The Nainital Bank Limited Seven Oaks Building, Mallital, Nainital- 263001 Uttarakhand
Contact Person	Mr. M.K Goyal – 7055101506 Mr Rahul Gupta- 8953066661
E- Mail ID	accounts@nainitalbank.co.in

Abbreviations & Definitions

Assignment	"Assignment" means the work to be performed by the Applicant pursuant to the Contract.
Bidder	Bidder means an interested and eligible party submitting its proposal in response to this RFP
Bank	"The Bank", means The Nainital Bank Limited
Bid/Proposal	An Offer made to the Bank in response to the RFP document. Bid may be interchangeably referred to as Proposal.
Selected Bidder	Selected Bidder means the successful Bidder who gets finally selected/appointed based on the criteria set out on the RFP.
RFP or RFP document or Tender	Request for Proposal issued by the Bank for Comprehensive GST Solution

A.   INTRODUCTION

The Nainital Bank Limited is a century old Private Sector Scheduled Commercial Bank established in the year 1922 by Bharat Ratna Late Pt. Govind Ballabh Pant and few other prominent personalities of Nainital. With a glorious track record since 1973, Nainital Bank Limited is the only Scheduled Commercial Bank of Uttarakhand with 98.57% of its shareholding with Bank of Baroda, operating its Head Office from Nainital. At present the Bank has 03 Regional Offices one each at Haldwani, Dehradun and Noida with a network of 166 branches across 05 states of North India namely Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan.

Currently Bank is having 6 active GSTIN operating in 5 states and one GSTIN for ISD.

B.   OBJECTIVE OF THE PROJECT:

This RFP is issued with a view to identify and shortlist Vendor for Supply, Installation, Customization, Training and Support for Comprehensive GST Solution

The Bank is required to comply with GST Rules & regulations as per GST Act 2017 and the amendments/notifications/circulars issued from time to time. The Bank Invites Request for Proposal (RFP) from Company/Firm/LLP of repute and proven track record for providing Comprehensive GST Solution to Bank. The period of appointment will be for five years subject to annual review of performance. However, the Bank reserves the right for extending or reducing the period of appointment or terminating the contract after giving the due notice.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling The Nainital Bank Limited ("the Bank") to select Vendor for providing Comprehensive GST Solution including Supply, Installation, Customization, Training and Support of Comprehensive GST Solution for the Bank as per the scope of work given in this

RFP.

The RFP document is not recommendation, offer or invitation to enter into a contract or agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid if bid is not submitted in proper format as per RFP.

C.   SCOPE OF WORK:
Brief scope of Comprehensive GST Solution is as under:
1. **Filing GSTR-1/GSTR-3B/GSTR-7/GSTR-2/3 (if notified)/GSTR-9/GSTR-9C (Collation of data from various sources including CBS/NPCI/any other sources).**
2. **Invoicing Generation for filing of returns (sending the same to customers via digital mode)**
3. **Determination of Place of supply / tax liability state wise (SGST, CGST, IGST, Cess if any) on any given point of time.**
4. **Contract Management / Vendor Management/ Invoice Management/ Transaction Management for structuring of Purchase Register. Posting of such invoices / transaction to the Core Banking application on hourly / daily or on a periodical basis required from time to time.**
5. **Capturing of transaction / Invoice particulars through OCR / any other instrument.**
6. **Linking of GST comprehensive solution with ASP/GSP and with existing CBS on requirement basis.**
7. **Automated acceptance of TDS under GST of bank deducted by vendors / Counter parts.**
8. **Providing of any information required from time to time from the GST portal / GST comprehensive Solution.**
9. **Extraction of Old Records / Reconciliation of records pertaining to Bank.**
10. **One-time validation of existing GSTINs and permanent real time validation of future seeding of GSTINs**
11. **Migration of Historical data of Bank to Comprehensive GST Solution**
12. **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.**
13. **Reconciliation of the following:**
    a) **Reconciliation of data uploaded with financials for the day / fortnight / month /quarter / half year / year or for any other period required from time to time.**
    b) **GSTR -1 with GSTR-3B for any given period of time.**
    c) **GSTR 2A/GSTR-2B with Purchase register.**
    d) **RCM records reconciliation with Purchase register and entries reflected in GSTR-2A/GSTR-2B.**
    e) **Reconciliation of Purchase Register with GST TDS.**
    f) **HSN/ SAC wise reconciliation.**
    g) **Reconciliation of Cash Ledger, Credit ledger, liability ledger with books.**
    h) **Any other Reconciliation from time to time.**
    i) **Addition of branches in individual GST Registrations**
14. **Any other scope determined by the Bank due to changes in GST Act determined from time to time.**

The detailed scope of work is as under:

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

i) SOW with respect to Filing of GSTR 1 and GSTR 3B

1. Bidder should provide/create the solution that is compatible with CBS Finacle 10/other platform 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. The Solution would be installed at all the branches of the bank and would integrate with CBS system.
4. The solution should be able to interact with the CBS and must be able to retrieve everyday income/expenditure reports. The solution must be able to interact with CBS and must be able to retrieve everyday trial balance and the transaction wise income report must be matched with the everyday trial balance.
5. The solution must be able to maintain and update on a real time basis of all the customer 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, customer address, customer name, customer PAN etc.)
6. The solution should possess the functionality to determine/auto-calculate the tax type and amount with the applicable tax rate as per the tax rate maintained for HSN/ SAC Code, Place of supply etc. The solution shall provide segregation of Tax component into CGST/SGST/UTGST/IGST based on the relevant provisions of Goods and Services Tax Act, 2017 and the relevant rules framed thereunder and amended from time to time.
7. 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.
8. 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.
9. 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.
10. There should be a provision in the solution to enter multiple rates for a GST registration based on the changes in state-wise rate changes, if any
11. The solution should have flexibility to accommodate various/different income booking patterns like inclusive and exclusive income booking, suspense entries etc.
12. The solution must be able to reconcile the GST liability booked for the month with the income GLsfor the month to enable the bank to prepare a turnover reconciliation.
13. Any required customization will be carried out by successful bidder at any point of time without any additional cost.
14. 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.
15. The solution should have a provision to accommodate separate GST registration numbers for each state.
16. The solution should have the ability to determine the beneficiary GST based on GST Number, customer address type, customer's home branch, transaction location and any other logic as suggested by the Bank.
17. The solution should have the ability to create the workflow for inquire, review, authorize, update data required under various GSTR returns etc.
18. 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.
19. The solution must be capable of preparing the GSTR 1 with proper audit trails as to the data uploaded from CBS and unique batches in which any additional data that has been processed is to be identified automatically by the solution.

20- 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.

21- The solution must be able to generate the reports branch wise and the solution must be able to generate the branch wise reports.

22- 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.

23- 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.

24- 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.

25- 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.

26- 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.

27- 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.

28- The software must be able to categorize any GLs into taxable or GLs in which tax is to be remittedon RCM basis.

29- Based on the Bank's GLs, the solution must be able to compute GST under RCM for those on whichGST are required to be remitted under reverse charge mechanism by the banks.

30- The solution must be able to auto-pick the contracts on which RCM is applicable and when the expenses relating to that contract 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.

31- 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.

32- 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.

33- 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.

34- The solution should carry out all modifications in functionality on account of changes due to new legislations/ statutes, rules and notifications (Government Orders) and changes requested by the Department.

35- It is expected that data treatment / actionable that can be done directly on GSTN portal in respectof any table should also be available in the solution with proper audit trail and logs.

36- The solution should fetch QR Codes for further reference, provide validations of IRN at IRP Level to avoid duplication provide functionality for advance search on document number / IRN No. shouldhave built in provision for forward and reverse Integration of IRN & QR Code with any BusinessSystem or ERP.

37- The solution should take the available data from CBS/Transacting Systems and has to ensure that all the requirement of CGST/SGST/IGST/UGST laws/rules/forms/return procedure are complied with in relation compiling and filing of various monthly/annual returns enabling the Bank GST compliant.

38- The solution should facilitate to identify, categorize and record all inward supplies attracting RCM Liability.

39- 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.

40- The solution should be able to generate GST related reports and invoices as per the Bank's / GSTIN requirement from time to time along with compliances towards E-invoicing and QR Code generationas and when applicable to Bank. Also, it is expected that it should have provision for invoicing through Digital Signature provided by the Bank.

41- The solution must be capable of identifying place of supply issues as per GST Act and the solutionmust 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.

42- The proposed solution shall have provision for master database like rate code master, HSN masterwill 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.

43- The solution should facilitate to compute the allocation of Inter Branch Credits to the branches onthe basis of the approach given by the Bank, extract and update ledger balances (Electronic Cash Ledger and Electronic Credit Ledger).

44- The solution should be capable of tallying state wise GST liability as per books with that of liabilityas per electronic liability ledger as per GST Portal.

45- The solution should be capable of tallying balance lying in electronic credit and cash ledger with financials of the Bank.

46- The successful bidder is liable to realign its input mechanism/ reporting tools to conform with all updates to GST law, at no additional cost to Bank.

47- The solution should be able to identify SEZ customers and is capable of generation of invoices withor without GST.

48- The solution should handle all the amendments but not limited to the following:
   - B2B to B2B
   - B2C to B2B

49- Debit / Credit note including amendments.

50- Generation of e-way Bill

51- The solution should have audit trail for all the transactions/returns including amendment dealt in within the system.

ii) Scope of Work with respect to GSTR 2B Reconciliation

1- Consolidated view- multi month reconciliation through a single view of entire year's data. Thisshall enable integration to the State level Annual and periodic return under GST statutory filings.

2- The solution should have reconciliation module with the Bank's purchase register/financial bookswith GSTR 2B.

3- 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.

4- 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.

5- 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.

6- 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.

7- The solution should integrate with SMS gateway / E-Mail gateways for various automated letters / communications at various stages as defined by Bank from time to time.

8- 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 thatdual credit is not availed.

9- 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.

iii) Scope of Work with respect to Centralized Vendor Payment Module:
Centralized Vendor Payment Module shall be also part of the Comprehensive GST Solution. The briefabout Centralized Vendor payment module is as under:
  - ➢ Creation of Vendor Master with various parameters
  - ➢ Creation of Contract Master with various parameters
  - ➢ The solution should be capable of debiting expenditure where multiple GST rates arementioned in the invoice.
  - ➢ Invoice Acknowledgement Screen and storing of scanned copy/soft copy of invoices
  - ➢ Invoice Approval Screen
  - ➢ Invoice accounting Screen

iv) Scope of Work with respect to invoicing and documentation and storage of data

1- The solution should be able to value the taxable supply and generate GST Invoices for the identified Inter-Branch transactions and maintain records/ledgers of such transactions GSTIN Registration wise.

2- 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.

3- 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.

4- 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.

v) Complaints Management platform for Branches / Other Offices
The selected bidder will handle complaints of Customers/Branches/Regional offices/Head Office departments. There should be proper Complaints Management platform for Branches/Other Offices for lodging Complaints and resolution thereof with present Status details/logs, so that Branches/Other Office can share details to Customers, vendors, etc.

The comprehensive customer complaint management system (CCMS) should be an integral part of the Comprehensive GST Solution and it should have following salient features:

  a. The CCMS should be integrated to our Bank's corporate website, Internet Banking facility and Mobile Banking App in consultation with our Bank's Information Security Team.

  b. Customers should be provided with a facility to directly register complaints in our Bank's website, Internet Banking facility and Mobile Banking App with due safeguards and authentication of customer. A provision should also be made to allow attachment of any

supporting documents by the customer.

c. The complaints registered by the customer should flow to the Comprehensive GST Solution and sit in respective branch login. Thereafter the branch may forward the complaint to GST-Taxation Cell, Central Office for necessary correction.

d. Further, branches/other offices shall also be provided with the facility to raise correction requests in their respective login IDs; which then will be forwarded to Central Office.

e. Each of these correction request should be assigned a specific ticket number and shall have a complete log/track till raising of ticket to resolution of the complaint.

f. The customer should be able to track the correction status and should be able to download revised invoice against his ticket number from the corporate website/internet banking/mobile banking app.

Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 3 working days and to resolve the same within 15 working days. The application should provide for a facility of auto-escalation of pending tickets (i.e., complaints) as per the escalation matrix decided by the Bank

vi) Reports:

The solution should be capable of generating separate reports during a particularday/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 andother than RCM

4. RCM liability should be further segregated into eligible and ineligible ITC

5. Separate report for TDS under GST liability

6. Separate report for TDS under Income Tax

7. Availability of Dashboard – Notices, GST Returns etc.,

8. 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 understandingthat 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 resourcesas 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 theBank.
- The Bidder must ensure the arithmetical accuracy of the technical and commercial bid. The Bankwill 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 willnot 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

1. The selected bidder should provide required software and licenses, including implementation / execution of the same within the stipulated time period.
2. 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.
3. Bidder will have to ensure the troubleshooting in all forms like technical, administrative related issues or any other issue etc.
4. 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.
5. Time being an essential feature of the contract, the selected vendor to implement and install the systems in 3 weeks from the date of purchase order.
6. 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.
7. 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.

8.   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 hereunderis 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.

9.   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:

   i)   all books, records, information of the Bidder;
   ii) any documents, records of transactions and other necessary information processed/stored by, given to the Bidder; and
   iii) 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 downand 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:

   i)   Attempted unauthorized logins
   ii)   Time of login and logout
   iii) Change of passwords
   iv)   Change of parameters
   v)   The audit trail should be at a granular level, and track the user across each activity
   vi)   All transactions should be time stamped with user ID along with details of modification if any
   vii) Details of databases accessed and modified by the users should be maintained bythe system
   viii) The system should have the ability to store and track all system events, includingcorrections and cancellations by multiple criteria
   ix)   The system should maintain an error log in case of missing and/or erroneous data

10.   Disaster Recovery – In case of wrong deletion/upload of data / records, system should be capable of recovery of data with minimum response time.

11.   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 theBank.

12. 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.

13. That due diligence/KYC/physical verification of employees of the firm/company will be done and proper record of the same will be maintained.

14. 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.

15. 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.

16. 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.

17. 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 writtenacceptance and notification of award shall constitute a binding contract with the bidder.

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 provided Selection of vendor for 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.

D.   INTERFACE AND INTEGRATION REQUIREMENTS

The Bidder has to customize, implement, train and rollout the interfaces necessary for the functioning of the solution.

The Bidder is required to study the existing interface and making necessary changes to upgrade interfaces between the proposed solution with the applications and systems mentioned below: -

1. CBS - Core
2. Manual Data (Excel Files)
3. Data Warehouse
4. Any others source not specified above

It is the expectation of the Bank that the integration/interface architecture is based around industry best practices.

- ✓ The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank and for all other functionalities as mentioned in this RFP.
- ✓ The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.
- ✓ The Bidder will present to the Bank the interface requirements for review.
- ✓ Any suggestions from the Bank will have to be included by the Bidder.
- ✓ The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
- ✓ The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
- ✓ The Bidder will be responsible for setting up the test environment for interface testing.
- ✓ The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.
- ✓ The Bidder must ensure that a sound methodology is implemented to manage the interfaces.
- ✓ The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.
- ✓ Configure and parameterize the system for bank's legal entities, products, lines of businesses, processes, risk entities and any other dimension as applicable. Any customization, if a part of the requirements, especially when it concerns regulatory/ statutory compliance, is to bidder's responsibility and required to be done at no additional cost to the bank.
- ✓ Incorporate changes in the system arising on impact of amendments to regulator/bank's policy at no additional cost and well within timeline stipulated by the regulator.
- ✓ Provide complete documentation including logic used, empirical study done, methodology etc. as per regulatory and audit requirements.
- ✓ The Bidder to ensure that the communication protocol in the payment channels (especially over Internet) shall adhere to a secure standard. An appropriate level of encryption (min SHA256) and security shall be implemented in the payment ecosystem.
- ✓ Implementation of Web Application Firewall (WAF) solution and DDoS mitigation techniques shall be put in place to secure the payment products and services offered over Internet.
- ✓ The key length (for symmetric/ asymmetric encryption, hashing), algorithms (for encryption, signing, exchange of keys, creation of message digest, random number generators), cipher suites, digital certificates and applicable protocols used in transmission channels, processing of data, authentication purpose, shall be strong, adopting internationally accepted and published standards that are not deprecated/

demonstrated to be insecure/ vulnerable and the configurations involved in implementing such controls are in general, compliant with extant instructions and the law of the land.

✓ The Bidder to ensure to implement multi-tier application architecture, segregating application, database and presentation layer in the application, products and services being offered.

✓ The security controls for applications must focus on how these applications handle, store and protect payment data. The APIs for secure data storage and communication have to be implemented and used correctly in order to be effective. Bank/Vendor shall refer to standards such as OWASP-MASVS, OWASP-ASVS and other relevant OWASP standards, security and data protection guidelines in ISO 12812, threat catalogues and guides developed by NIST (including for Bluetooth and LTE security), for application security and other protection measures. Such testing has to necessarily verify for vulnerabilities including, but not limited to OWASP/ OWASP Mobile Top 10, application security guidelines/ requirements developed/ shared by operating system providers/ OEMs.

E. INFRASTRUCTURE REQUIREMENTS

The Vendor needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the Requirement (Project Scope) and propose the same as bart of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor.

However, the complete implementation, maintenance and support for Comprehensive GST solution shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete details for Comprehensive GST solution. The vendor must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active- Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Vendor needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include.

1) List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).

2) Details of redundancy and security setup

3) Application architecture along with a detailed diagram including the infrastructure setup.

4) Implementation procedure / road map

5) Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the

Bank's redundancy requirement.

The Vendor is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Requirement (Project Scope) as per ANNEXURE- XVIII(a) and ANNEXURE- XVIII(b). The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank, the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

F.   Enterprise license on proposed Solution (Comprehensive GST solution)

The license for the solution to be Enterprise-wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations inIndia, present & future subsidiaries and associates both domestic & international and present & future RRBs.

The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFP. In the event of any claims against the Bank for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.

Further if the selected Bidder has missed out providing any required licenses to the Bank, then the Bank will not bear any additional amount for procurement of such licenses at a later date. The Vendor will supply, implementation, maintain and support the complete Upgraded Comprehensive GST solution.

G.   Resources Deployment - Onsite:

Bank requires minimum 2 resources who will be deployed at The Nainital Bank Limited, Head Office, Nainital. Both the person should be proficient in GST law and regulations and should have indepth knowledge of IT to be deployed in implementation of GST solution.

The resources proposed must not be changed, unless replaced with equivalent or higher qualification and experience with due approval from Bank. In case assigned resource goes on leave, the alternate resource(s) with similar skill will be made available to the Bank.

Background check: Successful bidder has to conduct proper background check of the onsite support staff should submit BGV (background check verification document) in regard to compliance of Education Qualification, Certification, Experience and Police Verification from HR at the time of Onboarding of resources to the Bank. The resource to submit Company ID Card and a copy of KYC at the time of joiningof the project to the Bank

INSTRUCTION TO BIDDERS

1.   POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favor of Authorized Person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person

of the company to sign the Bid documents, is to be submitted with bid documents.

2. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of theirbid and The Nainital Bank Limited, hereinafter referred to as "Purchaser" or "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. **Bidder should submit the bid strictly as per RFP failing which bid will be treated as non- responsive and will be liable for rejection.**

4. LANGUAGE OF BIDS

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and The Nainital Bank Limited, shall be written in English.

5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

Any inter-lineation, erasures or overwriting shall not be valid, and it will lead to rejection of bid without quoting any reason.

6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the any subsequent amendment/ Corrigendum/ clarifications meticulously.

7. VALIDITY OF BID DOCUMENT

Bid shall remain **valid for 6 months** from last date of submission of bid prescribed by The Nainital Bank Limited. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

8. LATE BID

Any bid received by the Bank after the deadline for submission of bid will be rejected.

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only (₹).

10. BID SECURITY (EARNEST MONEY DEPOSIT)

Bidder has to submit Bid Security Amount of Rs 1.00 Lac (One Lakh only) either in form of Demand Draft or in form of Bank Guarantee.
Following category of bidders are exempted from submission of Bid Security (Earnest Money Deposit)-

i) Micro and Small Enterprise as defined in prevalent Policy issued by Ministry of MSME. A valid certificate in this regard issued by NSIC has to be submitted along with the Bid.

ii) Start Ups as recognized by Department of Industrial Policy & Promotion (DIPP) Bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory" accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contractand they fail to sign the contract or fails to submit a performance security before thedeadline defined in the request for proposals (RFP) document, they will be Blacklisted.

In case, change in any Govt guidelines related to EMD then bidder has to adhere the same accordingly.

11. BIDDING PROCESS (TWO STAGES)
For the purpose of the present job, a two-stage bidding process will be followed. The response to the present tender shall be submitted in two parts:
- Technical bid
- Commercial bid

The bidders will have to submit the technical bid and commercial bid in hard copy only. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

The bid must be submitted in hard bound file in a sealed envelope super scribing "Bid against RFP for Comprehensive GST Solution". Unsealed envelops will not be accepted. Bidders are advised to submit Technical Bid and commercial Bid in separate envelope and will contain all the supporting documents regarding eligibility criteria, scope of work, technical aspects, compliance statement and terms & conditions etc. mentioned in the RFP.

12. PRE-BID QUERIES

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders are also required to sent hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory at the time of submission of bid.

Sr. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/ Suggestion/Remarks

Bidders are required to go through the RFP and any subsequent Corrigendum/clarifications meticulously and submit their queries timely to avoid any last-minute rush.

13. SUBMISSION OF BID

Bidders are required to strictly submit their bids t h r o u g h o f f l i n e m o d e o n l y. The RFP document and further corrigendum if any can also be downloaded from Bank's websites www.nainitalbank.co.in. Bids received after closing of the bid are summarily rejected without any reason.

All the Annexures and bid documents are to be sent in a sealed envelope to the below address:

The Chief Financial Officer
The Nainital Bank Limited
Seven Oaks Building, Mallital

Nainital

Uttarakhand- 263001

The hard copy of the bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. **Kindly do not submit any extra documents/certificate which are not required.**

14. DEADLINE FOR SUBMISSION OF BID

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Bank,the bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

The Chief Financial Officer
The Nainital Bank Limited
Seven Oaks Building,
Mallital
Nainital
Uttarakhand- 263001

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid if bidder happens to be successful bidder.

16. CONTACTING THE BANK

Any effort by a bidder to influence the Bank in evaluation of the Bank's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

17. TERMS AND CONDITIONS FOR THE BIDDING FIRMS

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

18. LOCAL CONDITIONS

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

19. BANKS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to accept or reject any technology proposed by any bidder.

20. OPENING OF BIDS

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

21. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the Bank may at its discretion ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of thebid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

22. PRELIMINARY EXAMINATION

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided

as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Arithmetical errors will be rectified as follows:
- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail, and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.
- AMC/ATS amount, if asked for in specified range, and quoted under or beyond the specified range, would also be recalculated.

The bid determined as not substantially responsive will be liable for rejection by the Bank and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

23. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

24.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 solution 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, 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 .	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.
5.	The bidder should have a minimum turnover of INR 5 crores per annum for the past 3 financial years (2019-20, 2020-21 and 2021-22). The bidder should also have positive net worth during the last 3 financial years.	Audited financial statement of last three financial years
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 qualified chartered accountant with techno-functional expertise in GST/ Tax related software's	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 offer ab-initio.

25.EVALUATION OF TECHNICAL BIDS

Only those bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for technical bid evaluation.

Technical presentation, will be a part of the process for evaluation of the bids.
The Bank reserves the right to reject a proposed solution including Product / Service if

it is of an opinion that the offered product/service does not match the technical requirements /objectives specified in Technical Bid – Bank's Requirements.

The technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/Mandatory Technical requirements and the scope of work as defined in this tender.

Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.

If the bidder is found to be non-compliant to any of the mandatory technical specifications, then the respective bid would be summarily rejected without assigning any score.

Bidder is required to submit all the supporting documents as per the criteria mentioned in the Tender. Bank reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of Bank will be final and binding in this regards.

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

Bank reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders will not be entertained and will be summarily rejected. THE NAINITAL BANK LTD. will not respond to any query raised by bidders seeking reasons for rejection of the bid. 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-

Sl. No.	Parameter	Maximum Score
	Technical Evaluation	
A.	GST Product Functionality & Technical Requirements Evaluation	40
B	BIDDER's/OEM's Capability & Experience	20
C	Technical Presentation and Project Understanding	40
	Total	100

Scoring Matrix

### A.	GST Product Functionality & Technical Requirements Evaluation

Sl. No.	Scoring Parameter	Maximum Score
1.	Availability of modules & interfaces – GST overall Functional Requirements as detailed in the pt. 6.3 of this document) (Note: The total marks of the Techno Functional Requirements will be scaled down to 40 marks) Formula: (Total Marks Obtained/Total Marks)*40	40
	Total	**40**

### B.	BIDDER's/OEM's Capability & Experience

Sl.No.	Scoring Parameter	Maximum Score	Documents to be submitted
01	BIDDER/OEM experience in implementation of proposed GST Solution in PSU/Commercial Bank/ Govt. Organization/Financial Services in India to be calculated as below: • Each Organization implementation will carry 2 marks	10	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.
02	BIDDER/OEM should have at least 3 years of experience in providing proposed GST solution and service in PSU/Commercial Bank/ Govt. Organization. • More than 5 years – 10 Marks • > 3 and <=5 years -7 Marks • 3 years – 5 Marks	10	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.
	Total	**20**	

C. Technical Presentation and Project Understanding

Sl.No.	Scoring Parameter	Maximum Score
01	Demonstration/Presentation on Proposed GST Application showcasing Solution Description, Functionality, Architecture & Deployment model covering below major points: • Clarification in understanding requirements • Detailed approach & methodology for providing the proposed solution • Project Rollout Plan • Coverage of entire details as per scope of work with value add/proposition so as to ensure a complete effective and efficient solution	40
	Total	**40**

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

- At least 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 – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, organizational capabilities, team, governance, continuous development, transition approach etc.

- Any assumption, if taken in the response to RFP document should be clearly broughtout in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are finaland 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 eachsection and will be considered final.

Technical Evaluation Criteria-

ST = Each Technical Proposal will be assigned a Score Technical (ST). The bidder with highest marks obtained (TM) in technical evaluation will be given a Score Technical (ST) of 100 points. The score technical (ST) of other proposals will be computed as follows:

$$ST = 100xTS/TM, \text{ where } TS = \text{marks obtained for Technical Proposal}$$

Based on ST (Score Technical) the bid with highest ST score will be termed as T1. The rest of the bidders shall be ranked in descending order of ST Score value as T2, T3, T4 and so on.

Score will be considered up to two decimal places. Technical qualified bid will be considered once it scores minimum score technical (ST) of 70% and above, and rest will be technically rejected. Commercial will not be opened for technically dis-qualified bid.

26. 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.

SF = Each commercial Proposal will be assigned a financial score (SF). The lowest GTV(Grand Total Value) (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/LQx(1,2,3...), \text{ where } LQx = \text{Amount of Financial Proposal (GTV)}$$

Based on SF (Score Financial) the bid with highest SF score will be termed as L1. The rest of the bidders shall be ranked in descending order of SF Score value as L2, L3, L4 and

soon.

Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.

27. FINAL BID EVALUATION (TECHNO COMMERCIAL BID):

The evaluation of the tender is based on QCBS (Quality and Cost Based Selection).

The Combined Final Score contains 70% weightage for technical evaluation and 30% weightage for commercial evaluation. Therefore, combined and final evaluation will be done on the following basis:

Proposals will finally be ranked according to their combined Techno commercial score (TC) based on the below mentioned formula:

$TC = ST*0.7 + SF*0.3$

Bidders will be ranked basis their Final Techno Commercial Score (TC) i.e. TC1, TC2, TC3...and so on, TC1 being the highest Combined Final Score.

The shortlisted bidder will be declared after thorough evaluation of commercial bid by Bank. During the evaluation if the Bank finds that the detailed commercial bid is not in order or not complete etc. then Bank will treat his bid as non- viable and same will be rejected, and EMD will be forfeited. In such case the next ranked techno commercial bidder will be considered for further evaluation and so on till a bidder is selected.

If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such bidders for next three years from participating in any THE NAINITAL BANK LTD. tender. In such situation the tendering process will be continued with the remaining bidders as per their ranking.

If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such organization for next three years from participating in any THE NAINITAL BANK LTD. Tender. In such case the detailed commercial bid of next ranked techno commercial bidder will be evaluated,

a) If the detailed commercial bid is found in order, complete and its GTV is less than the withdrawing bidder, then this bidder will be declared as

selected bidderand will provide services at its own quoted rates.

b) In case the GTV of next ranked techno commercial bidder is higher than the withdrawing bidder, then it should match the detailed commercial bid offered by withdrawing bidder in toto.

c) If next ranked techno commercial bidder also backs out, then the Bank will complete the tender process by following the aforesaid process again for other remaining techno- commercial ranked bidders.

Please note that if, after various rounds of evaluation to shortlist a Bidder in place of defaulting bidder, the Bank does not find any suitable bidder among remaining eligible bidders, then the Bank shall be at its liberty to reject or accept the bid of the next rankedtechno commercial bidder.

28.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 forthe Bidder's performance of any part of the work under the Contract, whether changedor 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.

29.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.

30. 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.

31.AWARD OF CONTRACT

The Bank notifies to the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Performa of Contract.

Within 15 days of receipt of the Performa of Contract, the successful Bidder shall sign 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, as security deposit.

The contract period will be commencing from the date of signing of contract and will be valid for 5 yrs from the date of Go-Live of GST Solution. 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 honouring 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/solution 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 will 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.

32. PLACING OF PURCHASE ORDERS

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 is 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.

33. 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 BANK valid for a period of 60 months from the date of Signing of Contract in accordance with the Conditions of Agreement/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 EMD. 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 Go-Live of GST Solution. 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

34.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.

35.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.

36. REJECTION CRITERIA

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

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.

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

<u>COMMERCIAL REJECTION CRITERIA</u>

- 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.

37. GENERAL CONDITIONS OF CONTRACT

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

Statutory Laws: Vendor shall abide by all applicable rules and regulations 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.

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.

38. 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 the date of Go-Live of GST Solution. The contract is extendable further for two years solely at option of the Bank.

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.

a) 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.

b) 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.

c)Payment Schedule

The payment shall be released as per the below mentioned timelines: -
Payment to the vendor will be made after submission of bill on quarterly basis, subject to billing as per the accepted terms of the work order and completion of the work and annual review of satisfactory performance as certified by the Bank's Authority. Payment will be made as per SLA. The payment schedule will be as follows –

i)   **One Time Cost (Capital Cost)**

40% of the Capital Cost -   After successful Integration and UAT of the Comprehensive GST Solution
40% of the Capital Cost - After successful GO live of the Comprehensive GSTSolution
20% of the Capital Cost – After one year of GO live of the Comprehensive GSTSolution

ii) **Annual AMC/ATS Charges** shall be payable annually in advance after completion of one year from the date of Go live of solution.

iii)   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 LevelRequirements, 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.

39. SERVICE LEVEL AGREEMENT

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 i.e. the term of contract.

▪ The Penalty clause shall be defined in SLA.

Bid Submission Format

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.			
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**	**2019-20**	**2020-21**	**2021-22**
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			

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Manufacturer's Authorization Form

To,

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

Sir,

Re: - REQUEST FOR PROPOSAL FOR COMPREHENSIVE GST SOLUTION dated ………………….., for SUPPLY, INSTALLATION, CUSTOMIZATION, INTEGRATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GST

We, ………………………… (Name of the OEM) having our registered office at, are anestablished 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 RFPterms. 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 casesuch 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
NameAddress
Email and Phone #

Declaration for Non-Blacklisting

UNDERTAKING FOR NON- BLACKLISTED

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

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

Sir,
Re: - REQUEST FOR PROPOSAL FOR COMPREHENSIVE GST SOLUTION dated ………………….., for SUPPLY, INSTALLATION, CUSTOMIZATION, INTEGRATION, TRAINING & SUPPORT   FOR   SOFTWARE SOLUTION FOR 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

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   Date:
The Nainital Bank Limited Head Office   Place:
Mallital, Nainital-263001 (Uttarakhand)

Sir,

Re: - REQUEST FOR PROPOSAL FOR COMPREHENSIVE GST SOLUTION dated ………………….., for SUPPLY, INSTALLATION, CUSTOMIZATION, INTEGRATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR 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…………………………….. by ……………………………………2023

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

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

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

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

Sir,
Re: - REQUEST FOR PROPOSAL FOR COMPREHENSIVE GST SOLUTION dated …………………….., for SUPPLY, INSTALLATION, CUSTOMIZATION, INTEGRATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR 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 #

<u>Undertaking for Price Validity & Acceptance of all terms& conditions of RFP</u>

<u>To be provided on letter head of the Bidder's Company</u>

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

Sir,
Re: - REQUEST FOR PROPOSAL FOR COMPREHENSIVE GST SOLUTION dated …………………….., for SUPPLY, INSTALLATION, CUSTOMIZATION, INTEGRATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR 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 #

Undertaking for No Deviation

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

The Chief Financial Officer   Dated:

The Nainital Bank Limited   Place:

Head Office

Mallital, Nainital -263001 (Uttarakhand)

Sir,

Re: - REQUEST FOR PROPOSAL FOR COMPREHENSIVE GST SOLUTION dated ………………….., for SUPPLY, INSTALLATION, CUSTOMIZATION, INTEGRATION, TRAINING & SUPPORT FOR SOFTWARE SOLUTION FOR GST

Further to our proposal dated ………………………………, in response to the Request for Proposal for Comprehensive GST solution 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 #