



Expression of Interest (Eoi) for Selection of
Vendor for Supply, Installation, Integration,
Migration, Maintenance and Support for
Department of Posts
Insurance Management System (IMS)

May 20, 2022

India Post Payments Bank

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Glossary of Terms

Item	Description
AI / ML	Artificial Intelligence / Machine Learning
API	Application Programming Interface
BRD	Business Requirement Document
CMMI	Capability Maturity Model Integration
CTO	Chief Technology Officer
DC	Data Centre
DoP	Department of Posts
DR	Data Recovery
EoL	End of Life
IMS	Insurance Management System
IPPB	India Post Payments Bank
ISO	International Organization for Standardization
LoB	Line of Business
LoI	Letter of Intent
MSME	Micro, Small & Medium Enterprises
PAR / Non-PAR	Participating / Non-Participating
PLI	Postal Life Insurance
POC	Proof Of Concept
POT	Proof Of Technology
QCBS	Quality & Cost Based Selection
RICT	Rural Information Communication Technology
RPLI	Rural Postal Life Insurance
SI	System Integrator
SIT	System Integration Testing
TPC	Tender Processing Committee
UAT	User Acceptance Testing

About this Document

This is an EoI Document. The document provides an overview of the following which must be adhered to by the Bidder while submitting the proposal for Supply, Installation, Integration, Maintenance and Support for Department of Posts Insurance Management System (IMS) EoI:

1. Fact Sheet
2. Scope of Work
3. Instructions to the Bidders
4. Pre-Qualification Criteria

Invitation for Eol / First stage of Two-stage bidding

Dear Sir/Madam,

India Post Payments Bank Limited ("IPPB") is a company incorporated and registered under Companies Act, 2013 and a payments banking company registered under section 22 (1) of the Banking Regulation Act, 1949 duly licensed by Reserve Bank of India. IPPB is engaged in conducting banking and payments business providing services to retail and corporate customers. IPPB has its Registered Corporate Office at Speed Post Center, Bhai Veer Singh Marg, New Delhi – 110 001.

IPPB has Pan-India presence with around 650 regional branches which are connected to approx. 1.55 lakh Post offices which will act as access points for the IPPB and its customers. Around 1.5 lakh micro ATMs are distributed to Postal staff for carrying out business of IPPB. The IPPB has also been at the forefront of technology adoption to enable best-in-class customer service to its customers. All branches and access points including the Micro ATMs with all the GDS/Postman are under Core Banking Solution (CBS)

India Post Payments Bank Invites Expression of Interest (Eol) from reputed and experienced Indian firms / agencies for Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for Department of Posts Insurance Management System (IMS) .The successful Bidder at the end of RFP process will carry out the scope of work in accordance with the specifications provided in a detailed Request for Proposal (RFP) document which will be brought out by the Purchaser subsequently.

The Eol Document is also available on the India Post Payments bank website <https://www.ipponline.com/> and also on the <https://eprocure.gov.in>

The submission is to be done online on <https://eprocure.gov.in> in the prescribed format as per the following Schedule of Eol. The last date of submission of Eol is 09/06/2022 at 1600 Hrs. The Pre bid meeting is scheduled on 30/05/2022 at 1100Hrs.

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Only those Bidders who meet the pre-qualification criteria specified in this document (Eol) will be shortlisted for the issue of a detailed RFP.

Kindly refer to Fact Sheet of the Eol for more details

Yours faithfully,

Chief Technology Officer
India Post Payments Bank
New Delhi

Encl: Eol Document

1. Fact Sheet

Tender Inviting Authority	Chief Technology Officer, India Post Payments Bank, Speed Post Centre, Bhai Vir Singh Marg, New Delhi – 110001
Name of Project Work	Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for Department of Posts Insurance Management System (IMS)
Eoi Reference No.	IPPB/DSU/EOI/PLI/2022-23/01
Place of availability of Eoi Document	https://eprocure.gov.in www.ippbonline.com
Place of submission of Responses	https://eprocure.gov.in
Tender Type	Eoi
Tender Category	Services
Type/Form of Contract	Work
Re-bid submission allowed by the Bidder	Yes (on or before the last date and time of bid submission)
Is Offline submission allowed	No
Withdrawal Allowed (Yes/No)	Yes (on or before the last date and time of bid submission)
Is multi-currency Allowed	No (Only Indian Rupees)
Date and Time of Release of EOI	20/05/2022 at 14:30 hrs (through eprocure.gov.in and www.ippbonline.com only)
Bid Validity days	180 days
Location	India Post Payments Bank, Speed Post Centre, Bhai Vir Singh Marg, New Delhi – 110001

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Cost of Tender Document	Nil
E-mail Address to send Pre-bid Queries	sandeep.a@ippbonline.in Shri Sandeep Adepu, Senior Manager
Method of Selection	Quality & Cost Based Selection (QCBS)
Last Date and Time for submission of Pre-Bid queries	29/05/2022 at 16:00 hrs
Date of Pre-bid Meeting	30/05/2022 at 11:00 hrs
Place of Pre-bid meeting	India Post Payments Bank Corporate Office, 2 nd Floor, Speed Post centre Building, Bhai veer Singh Marg, New Delhi - 110001
Start date and time for Submission of Responses	20/05/2022 at 14:30 hrs
Last date and time for Submission of Responses	09/06/2022 at 16:00 hrs
Opening of Eol proposals	10/06/2022 at 16:00 hrs
Name and Address of correspondence	Shri. Sandeep Adepu Senior Manager Email: sandeep.a@ippbonline.in
Consortium/ Subcontracting	No Consortium allowed. Subcontracting may be allowed by IPPB / DoP for specific non-core activities under the scope & shall be elaborated at RFP stage

Table 1: Fact Sheet

2. Invitation for Eol / First stage of Two stage bidding

India Post Payments Bank (hereinafter referred as “IPPB” or “Bank” or” Purchaser”, or “Buyer”, or “Principal” invites Expression of Interest (Eol) from prospective bidders (‘Bidders’) for the Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS). The successful Bidders will be shortlisted for RFP stage. The successful bidder after the RFP stage will carry out the scope of work in accordance with the specifications provided in a detailed Request for Proposal (RFP) document which will be published by the Purchaser subsequently. Purchaser now seeks Eol from Bidders of repute for Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS) for a period of 5 years from the date of solution deployment.

3. Profile of India Post Payments Bank

India Post Payments Bank Limited ("IPPB") is a company incorporated and registered under Companies Act, 2013 and a payments banking company registered under section 22 (1) of the Banking Regulation Act, 1949 duly licensed by RBI. IPPB is engaged in conducting banking and payments business providing services to retail and corporate customers. IPPB has its Registered Office at Speed Post Center, Bhai Veer Singh Marge, New Delhi – 110 001. IPPB is currently operating its business through its 650 branches and 1.55 lakh post offices as its access points.

India Post Payments Bank (IPPB) has been setup with the vision to build the most accessible, affordable and trusted bank for the common man in India. The fundamental mandate of India Post Payments Bank is to remove barriers for the unbanked & underbanked and reach the last mile leveraging the reach of the vast postal network.

Since its nation-wide launch on September 1, 2018, IPPB has enabled 1,35,000+ Post Offices to provide a complete suite of banking services, out of which 1,10,000 are in rural India, thereby increasing the rural banking infrastructure by almost 2.5 times.

IPPB's reach and its operating model is built on the key pillars of India Stack - enabling Paperless, Cashless and Presence-less banking in a simple and secure manner at the customers' doorstep, through a CBS-integrated smartphone and biometric device. IPPB interfaces with the interoperable public payment and settlement infrastructure provided by the RBI thus enabling customers to perform banking transactions, pay bills, transfer money, shop for essentials amongst other financial services.

By leveraging frugal innovation and top of the line technology infrastructure, IPPB has delivered simple and affordable banking solutions to the masses available through an intuitive interface available in 13 languages.

The Department of Posts has been a pioneer in financial inclusion and has played a significant role in bridging the gap in access to formal financial services for millions of people. IPPB now brings the ability for the Department of Posts customers to enjoy interoperable banking services and connects them with the banking ecosystem. IPPB has digitized all the post office counters through a simple QR Code to accept electronic payments and also enabled direct payments into various post office saving schemes and purchase of postal products.

IPPB is committed to provide a fillip to a less cash economy and contribute to the vision of Digital India. India will prosper when every citizen will have equal opportunity to become financially secure and empowered. Our motto stands true - Every customer is important, Every transaction is significant and Every deposit is valuable.

IPPB will be the Technological Service provider for the Postal Life Insurance under IT Modernization Project 2.0 of the Department of Posts.

4. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

- i. "The Bank" means India Post Payments Bank Limited
- ii. "Bidder/Consultant" means an eligible entity/firm(s) submitting the Bid in response to this EOI.
- iii. "Bid" means the written reply or submission of response to this EOI.
- iv. "Deliverables" shall mean all works and services to be generated by the Consultant for providing the services as per the scope of work and would include, any and all information, notes, reports,

5. Introduction to the Project

5.1 Background

The Department of Posts performs the vital function of mails, parcels, banking, insurance and a plethora of financial services. It has a retail network of 1.55 lakhs Post offices across India. For the past 10 years, IT has been introduced at an enterprise level to cover all of the functional requirements. This resulted in revenue growth and the streamlining of business operations. The Department has become faster and smarter in day-to-day operations, as well as in decision making and delivery.

Products & Services:

- **Postal & Logistics:** It includes Induction and Booking; Sorting and Planning; Transmission and Logistics and; Delivery and Distribution handling of parcels, Mails and Logistics.
- **Banking:** An integrated banking and financial services such as Post Office Savings Bank Account, Recurring Deposit (RD), Term Deposit (TD), Monthly Income Scheme (MIS), Public Provident Fund (PPF), Loans against RD and PPF, NSC, KVP Certificates and Sukanya Samriddhi Account.
- **Insurance:** Providing Insurance services through Postal and Rural Postal Life Insurance solutions for service class urban citizens and all rural citizens.
- **Retails, eCommerce Services & Digital services:** This includes the sale of philatelic items, Counter services as retail sales aggregator, ePost for digital delivery, an eCommerce portal for retail sales.

The Department of Posts now envisages a prominent role in Government delivery, both in logistics and financial inclusion. Secondly, to navigate the new digital era, the ability to both modernize existing IT and integrate new technology is essential.

With that in mind, the Department has started an ambitious Digital Transformation with a holistic view that aims to combine applications, intelligent platforms, and

interconnected ecosystems. The new set of core values is aligned to overall business goals. The strategic roadmap has been prepared to utilize the 4Ps (People, Process, Policy, and Platform).

Core Drivers – Digital Transformation:

- **Aligned:** Information and communication technologies will be developed so that it can be used at all levels.
- **Convergence:** Elements involved must be convergent and have the same direction to provide the goals more efficiently.
- **Maintainability:** The mediums and means of performing processes will be flexible enough to make new decisions and perform them
- **Integrity:** The system design will be such to ensure there is a single source of truth having Integrity in frameworks, data and application.
- **Reliability:** The system will be accessed with lowest fault tolerance and recovery times in case of disaster.
- **Efficiency:** It will ensure that IT resources are utilized in the DoP network in the best possible manner.
- **Security:** The issue of protection of information and application systems from unauthorized access, use, disclosure, disruption, modification and destruction in order to provide confidentiality, integrity and availability.
- **Usability & Implementability:** The DoP system will be designed to keep performing cost, performing time and ensure that organizational needs along with IT trends are catered correctly.

Components – Digital Transformation:

- **IT Infrastructure:** Creation of future ready agile cloud based infrastructure to meet the future demands
- **Banking Solution:** Modernization of Core Insurance Solution by augmenting with current technologies and expanding integration.
- **Insurance Solution:** Creation of robust new-age technology-enabled insurance solution providing digital capability and efficient backend operations

- **Delivery Management Solution:** Revamping of dispatch management, real-time GPS tracking, route optimization, COD, invoicing and billing, arrival estimation, customer information databases, and driver dispatching coordination with accurate routing, a portal for customers to place an order directly through the DoP website.
- **Human Resource Management System:** The solution to managing the Human resource inside the Department.
- **Finance & Accounts:** To provide integrated accounting of all verticals
- **Fraud Risk Management:** The solution to identify and report suspicious activities across fraud across 7 categories, viz., Registered Articles, Insured Articles, Money Orders/Indian Postal Orders, Savings Bank, Savings Certificates, Cash/Stamps and Miscellaneous (PLI, RPLI, Burglary).
- **Front-end Channel applications, eCommerce and Integration Services:** Provide various channels of access like Portal, Mobile, Cross-platform integration, APIs, applications. Also provision for integration with various databases of Government of India like Aadhaar, PAN, LIA etc.
- **New Age Technologies:** Providing lab assisted introduction of Chatbots, Artificial Intelligence, Machine Learning, NFC, Blockchain, Voice automation, Internet of Things, Edge computing etc to substantially value add to Delivery, Insurance, Banking, and Retail Services of DoP

5.2 Current State Overview

Postal Life Insurance (PLI) & Rural Postal Life Insurance (RPLI) are the two lines of business from Department of Posts under Insurance services.

PLI/RPLI schemes are being operated by using suite of applications providing Key business modules such as Product Setup, Policy Issuance, Servicing, Claims Management, Agency Management and Transactional Reporting

- a. Product Setup:** There are 12 products in DoP's portfolio comprising of 6 each in PLI & RPLI. The type of products are mainly Whole Life, Endowment, Convertible Whole Life, Anticipated Endowment & Joint Life. Most of the products have loan facility with maturity bonus.

An overview of different insurance plans under PLI & RPLI product category is given below:

Postal Life Insurance Plans – Broad Categorization	
PLI	RPLI
Whole Life Insurance Suraksha	Whole Life Insurance (Gram Suraksha)
Endowment Insurance (Santosh)	Endowment Insurance (Gram Santosh)
Convertible Whole Life Insurance (Suvidha)	Convertible Whole Life Insurance (Suvidha)
Anticipated Endowment Assurance (Sumangal)	Anticipated Endowment Assurance (Gram Sumangal)
Joint Life Assurance (Yugal Suraksha)	10 Year RPLI (Gram Priya)
Children Policy (Bal Jeevan Bima)	Children Policy (Bal Jeevan Bima)

Maximum limit of Insurance (sum assured) for PLI is 50 Lakhs & for RPLI is ₹.10

Lakhs. Medical examination by prescribed medical authority is mandatory during policy issuance if sum assured is greater than ₹ 5 Lakhs for PLI & ₹ 1 Lakh for RPLI plans

- b. New Business:** There are mainly four channels for policy issuance such as over the counter, customer portal, agent portal & RICT devices.
- c. Policy Servicing:** Financial service requests such as policy surrender, request for loan, sum assured alteration are available. Non-Financial service requests such as change in nomination / name / address, updating contact details can be raised through similar channels as policy issuance
- d. Claims Management:** Customers or nominees can apply for Maturity & Death Claims respectively by raising requests through customer portal or visiting Post office. Documents required as part of claims submission are submitted across counter. After due examination

& approvals, claims are sanctioned & settled through direct credit to customer account or by cheque

The approving authority & amount limit for death claim cases with and without investigation are provided in below tables

- PLI/RPLI Death Cases involving no investigation (to be settled within 30 days)

Approving Authority	Amount Limit (single or aggregate sum assured)
Postmaster (HSG-1/HSG-11), Sr. Postmaster (Gr. B), Dy. Chief Postmaster (Gr. B), AD of HO (Gr B) headed by Director	Upto ₹.20 Lakhs
Head of Division (Gr A/ Gr B), Chief Postmaster (Gr A), Dy. Director of HO (Gr A) headed by Director	More than ₹.20 Lakhs and up to ₹. 50 Lakhs

- PLI/RPLI Death Cases involving investigation i.e. death within 3 years of acceptance (to be settled within 90 days)

Approving Authority	Amount Limit (single or aggregate sum assured)
Director GPO (JAG) / Director (HQ) / Regional DPS (JAG)	All cases irrespective of sum assured

- e. **Quote Engine:** The calculation for initial / renewal premium, surrender & loan against policy is setup within core solution. Rate tables for premium calculations are not complex & dependent on few attributes such as entry age.
- f. **Billing & Accounting:** The accounting, billing & receipt generation during business transactions such as initial / renewal premium, loan instalment, policy surrender, cancellation, refund etc. are available

- g. Reports:** There are mainly three categories of reports available – online, adhoc & batch. Online reports are available in real time while adhoc reports are scheduled manually through batch jobs
- h. Forms:** The forms such as, policy bond, welcome kit, sanction memo, service request letters are generated & printed.
- i. Agent Management System:** Information related to maintaining agent's basic information, licenses, hierarchy, fees, commission calculation & integration with agent portal.
- j. Rural Information Communication Technology (RICT)**
DoP has provided access to Core Insurance Solution at all Post Offices including Rural Post Offices through hand-held devices (called RICT devices) deployed at around 1.3 lakh branch offices. The RICT handheld devices can access respective DoP applications of all LoBs including insurance application. In DoP IT 2.0 the handheld device is proposed to be gradually replaced with more generic tablets/ laptops/ desktop devices in phased manner till year 2025. It is envisaged that in DoP 2.0 there shall be no separate RICT solution and same insurance solution shall be made available, based on the functionality required for the respective users, at all locations including locations having current RICT handheld devices and proposed tablets/ laptops/ desktops devices. New application shall be made available on the existing and the new devices. Thus, the proposed solution shall be device agnostic and the application shall be available for all form factor including laptop, tablet, desktop and the current RICT devices
- k. Customer & Agent Portal:** The customer portal is used for quote generation, policy issuance, initial/renewal premium collection, loan repayment & raising of service requests. The agent portal is used for policy submission on customer's behalf, checking commission details along with maintaining agent dashboard
- l. Integrations:** The core insurance solution is integrated with various applications including but not limited to Enterprise Finance, HRMS, Point of Sales terminal, IVR, CRM, Lead Management System, mobile application, Digi Locker, Document Management System, data warehouse, IPPB, other banks (NACH), payment gateways, core banking solution, postal solution, SMS/Email Engine and integration of other ministries for premium collection.

m. Current Statistics:

• **Number of New & Active Policies:**

The number of new and active policies along with total sum assured and premium income amount for PLI/RPLI plans as of 23rd March, 2022 are provided below

Name of Plan	No. of new policies procured during 01-Apr-2021 to 23-Mar-2022 (in lakh)	Sum Assured** 23 March 2022 (in Lakh Cr.)	Active No. of Policies 23 March 2022 (in Lakh)	Premium Income During 01-Apr-2021 to 23-Mar-2022 (in Cr)
PLI	4.23	18.24	46.68	8,511.17
RPLI	8.40	6.12	54.60	3,213.51
Total	12.63	24.36	101.28	11,724.68

**** Active Policies** (as of 23rd March, 2022)

Total Policies	3,22,43,200
PLI Policies	64,14,903
PLI Active %	46,67,873 (72.77%)
RPLI Policies	2,58,28,297
RPLI Active %	54,61,480 (21.15%)

The expected growth percentage for new policies & premium collection expected is 45%

• **Number of Users:**

The below table provides number of different types of users along with their project year-on-year growth percentage

Type of Users	Count of Users	Expected Year-on-Year Growth (%)
Counter Operations & Back Office Users	76,562	5%

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Type of Users	Count of Users	Expected Year-on-Year Growth (%)
Branch Office Users	206,375	5%
Agents	241,593	5%

5.3 Indicative Scope of work for Proposed Insurance Management System

The Bidder or the implementation partner of the Bidder should provide solution for Insurance Management System on SaaS architecture where the application, platform and infrastructure are all bundled in as one. The functional, technical & other requirements are provided below

a. Functional Requirements:

The functional requirements are further divided in below categories

- i. **Essential Functionalities:** The functionalities mentioned above in [section 5.2](#) (Current State Overview) should be mandatorily available in insurance management system. In addition to that the below functionalities from each module should be available
 1. **Product Setup:** There should be front end configurator for setup of term, group, micro insurance, Par / Non-Par & Linked / Non-Linked and any other products as and when required by DoP. There should be parameterization in business rules.
 2. **Quote Engine:** There should be real time calculation of premium, loan interest, surrender value etc on different channels such as portal, mobility application
 3. **Policy Issuance:** The policy issuance should be digitally enabled with features such as document upload, eKYC, medical examination etc.
 4. **Policy Servicing:** All the financial & non-financial requests should be digitized
 5. **Claims Management:** The maturity claim should be automatically disbursed to customer account without the need to raise a new request. During death claim requests, eKYC & Digilocker integration should be setup
 6. **Accounting:** There should be integration of core solution with enterprise accounting system
 7. **Agent Management System:** Commission calculation should be real time & integrated with agent portal
 8. **Workflow Management:** The capability to configure & update workflows as per business requirements should be available.

9. **Underwriting:** There should be medical underwriting rules defined for processing term product proposals & make decisions including but not limited to acceptance, rejection or counter offer with updated premium.

ii. **Integration Capability:**

1. The system should have capability to integrate with applications such as actuarial tool, investment management, reinsurance system, web aggregators, Common Service Centres (CSC), public / private banks etc
2. There should be integration capability with medical appointment system for customers & medical examiner portal for maintaining details of doctors & diagnostic centres
3. There should be integration with customer & agent portal which should have functionalities such as quote generation, policy issuance, servicing, claims management, initial/renewal premium collection, agent dashboards and other features available in industry such as Chat Bots, Document Upload, eKYC etc.
4. Integration with admin management, back office MIS, should be available.

b. Technical Requirements

- The solution should be on cloud ready SaaS architecture model ready for deployment in Virtual Private Cloud (VPC).
- The data should be stored in the Indian Data centres. The bidder should comply with Government of India cloud governance model including compliance to various regulations.
- The solution should support multi cloud architecture, thereby integrating with other cloud based applications
- The application should be ready to utilise public cloud infrastructure for any peak loads
- The proposed costing model should be based on either user license based or per transaction-based model only
- The solution should have in-built standard APIs used in the insurance industry for various integration with both read and write permissions
- Incident & audit management features for cyber security compliance and forensics should be available
- Privacy compliance for existing roles & regulations laid down by the Government from time to time should be adhered

c. Other Requirements:

- The Bidder should prepare a detailed project plan comprising of description of all activities, critical path work items, team sizes, types of resources along with parallel activities

- The Bidder would be required to carry out comprehensive requirement gathering, user sessions and document relevant BRDs.
- Third party security audits should be conducted & organized by Bidder
- Bidder would be responsible for taking business and technology team sign off during requirement gathering & SIT/UAT stages
- The Bidder would perform different types of testing of IMS such as Unit, Integration, Load, Security, Application benchmarking etc. The task will also include creation of test cases and test data
- The Bidder would be responsible for bug fixing during the SIT/UAT stage & shall automate the testing process following Devops model
- The Bidder should maintain version control of software solution
- The bidder should provide dedicated resources for training, O&M & technical support
- The bidder should provide ticketing system complying with industry SLA standards
- The Bidder should provide application maintenance support for all issues & incidents in Insurance Management System. The O&M phase will comprise of changes, bug fixes, error resolutions and enhancements that are incidental to proper and complete working of the application.
- Data Migration activities comprising of strategy, data mapping & execution would be carried out by Bidder in agreement with IPPB & DoP
- The Bidder should be responsible for deploying training environment, prepare & deliver training materials such as online modules, videos, simulations etc. which shall be used as reference for DoP end users
- Bidder should provide detailed Exit Management plan on / after solution deployment but before end of contract
- All customizations done for DoP should be compatible with any version changes undertaken by the bidder. Prior intimation of version, especially major version upgrade should have approval from DoP.

5.4 Role of Bidder / Vendor

The below table provides the responsibilities to be performed by each stakeholder

Stakeholder	Roles & Responsibilities
Selected Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS)	<ul style="list-style-type: none"> • Deployment of packaged Insurance Management system along with providing integration capability with internal & external applications of DoP • Data Migration Strategy definition along with its execution • Cloud ready SaaS Architecture model • Providing user training • Conduct SIT, provide bug fixes post user acceptance • Planning for UAT and provide assistance during UAT • Undertake production movement • Operations & Maintenance of solution • Setting up environments for migration, UAT & SIT

Table 3: Role of Bidder / Vendor

6. Instructions to the Bidders

6.1 General

- 6.1.1 While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- 6.1.2 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this EoI and the subsequent RFP document.
- 6.1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

6.2 Completeness of Response

- 6.2.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the EoI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EoI document with full understanding of its implications.
- 6.2.2 The response to this EoI should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected.
- Bidders must:
- Include all documentation specified in this document.
 - Follow the format of this EoI document and respond to each element in the order as set out in this document.
 - Comply with all requirements as set out within this document.

6.3 EoI Proposal Preparation Costs and Related issues

- 6.3.1 The Bidder is responsible for all the costs incurred in connection with participation in this

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process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal, providing any additional information required by the Purchaser to facilitate the evaluation process, unless explicitly specified to the contrary.

6.3.2 Purchaser will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.3.3 This Eol does not commit Purchaser to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this Eol, unless explicitly specified to the contrary.

6.3.4 All materials submitted by the Bidders will become the property of Purchaser and may be returned completely at its sole discretion.

6.4 Pre-Bid Meeting & Clarifications

- 6.4.1 A prospective Bidder requiring any clarification on the EoI may submit its queries to IPPB through email: Sandeep.a@ippbonline.in . Queries must be submitted in the format provided below with the subject line of the email as “Pre- bid queries against EoI for <Name of the Bidder>”.

Format for Sharing the Pre-Bid Queries					
Pre-Bid Queries: EoI No:					
EoI Name:					
Bidder Name (Organization) and Address			Mobile No.		
Representative Name			e-mail ID		
S. No.	Page No.	Section No.	Clause No.	Actual Clause in the EoI	Clarification Sought / Amendment Requested
1.					
2.					

Table 4: Pre-Bid Queries Format

The queries should be submitted in an Excel file with one row containing exactly one query / suggestion complete in all respects, to the e-mail address provided. Bidders are requested to ensure that no sensitive information is transmitted to IPPB through the pre-bid queries and that IPPB may publish any or all of the queries received, in whichever format they may be.

- 6.4.2 IPPB shall not respond to any queries not adhering to the format mentioned in EoI for the Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS). All queries on the EoI should be received on or before as prescribed by IPPB in Fact Sheet.

- 6.4.3 The Purchaser shall prepare a response to queries of the Pre-Bid Meeting and circulate

to the Bidders and upload the same on the websites listed under Fact Sheet.

6.4.4 Responses to pre-bid queries and issue of corrigendum

- a) The Nodal Officer notified by the Purchaser will endeavor to provide timely response to all queries in a consolidated manner. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith.
- b) At any time prior to the last date for receipt of Responses, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Eol document by issuing a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the e-procurement Portal.
- d) Any such corrigendum shall be deemed to be incorporated into this Eol.
- e) In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparation of their responses, Purchaser may, at its discretion, extend the last date for the receipt of Eol Responses.

6.5 Right to terminate the Eol Process

- 6.5.1 Purchaser may terminate the Eol process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 6.5.2 This Eol does not constitute an offer by the Purchaser. The Bidder's participation in this process may result in Purchaser shortlisting the Bidder to submit a complete technical and financial response at a later date.

6.6 Submission of the Response

- 6.6.1 Bidders should submit their responses as per the procedure specified on the Procurement portal used for this purpose. (URL: <https://www.eprocure.gov.in>)
- 6.6.2 Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Eol.
- 6.6.3 However, each of the above documents must be uploaded in the format specified for this purpose.
- 6.6.4 The documents should be prepared well in advance and submitted online well before the

closing date and time. While scanning the documents, please scan in 100 DPI resolution and try to keep the file size small so that bid submission is smooth.

- 6.6.5 The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.
- 6.6.6 All the pages of the Bid document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the BID.

6.7 Bid Submission Format

The entire proposal shall be strictly as per the formats specified in this EoI and any deviation may result in the rejection of the Bidder's EoI proposal.

6.8 Deadline for Submission

The response to EoI must be submitted on the e-Procurement portal (URL: <https://www.eprocure.gov.in>) by the date and time specified for the EoI. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

6.9 Bidder's Authorized Signatory and Authentication of Responses

- 6.9.1 A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.
- 6.9.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company

6.9.3 The authorization shall be indicated by specific written Power-of-Attorney accompanying the bid

6.9.4 Any change in Authorized Signatory or his duly Authorized Representative shall be intimated to IPPB in advance

6.10 Assistance to Bidder

6.10.1 Any queries relating to the EoI and the terms and conditions contained therein should be addressed to the IPPB at address mentioned in the Fact Sheet.

6.10.2 Any queries relating to the process of online response submission or queries relating to e-procurement Portal in general may be directed to the 24x7 Portal Helpdesk.

6.11 Preparation and Submission of Response

6.11.1 Bidder should take into account any corrigendum published on the EoI document before submitting their responses.

6.11.2 Bidder will go through the EoI advertisement and the EoI document carefully to understand the documents required to be submitted as part of the bid and ensure that all response documents are submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the response

6.11.3 Bidder, in advance, should get ready the response documents to be submitted as indicated in the EoI document / schedule and generally, they can be in PDF/XLS formats as per the formats mentioned in the EoI. Response documents may be scanned with 100 dots per inch (dpi) with black and white option.

6.11.4 Bidder must number all the pages and ensure the quality of the scan. Bidder should not only provide only the required documents but ensure completeness and brevity.

6.12 Last Date for Receipt of Responses

6.12.1 Responses shall be submitted by the bidder not later than the time and date specified in the Fact Sheet

6.12.2 IPPB may, at its discretion, extend the last date for submission of responses by amending

the EoI, in which case all rights and obligations of IPPB and Bidders previously subject to the last date shall thereafter be subject to the last date as extended

6.13 Late Responses

6.13.1 Bidders shall not be able to submit the response on the eProcurement Portal after the last date and time for submission as listed in Fact Sheet

6.13.2 Responses shall be summarily rejected; in case it is received by purchaser after the last date and time for submission of Responses as listed in Fact Sheet

6.14 Modification and Withdrawal of Responses

6.14.1 No response may be altered/modified subsequent to the closing time and date for receipt of responses. Unsolicited correspondences from Bidders shall not be considered.

6.14.2 No response may be withdrawn in the interval between the last date for receipt of responses and the expiry of the response validity period specified by the Bidder in the response document. Withdrawal of a response during this interval may result in the bidder being declared a "defaulting bidder". In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

6.14.3 If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and IPPB reserves right to blacklist/debar such bidder for next 3 years from participating in any IPPB tenders. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

6.15 Period of Validity of Response

6.15.1 Responses shall remain valid for period mentioned in Fact Sheet after the date of opening of Eligibility Criteria. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

6.15.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity over and above as mentioned in the fact sheet for a further period upto a maximum of 180 days. The request and the responses thereto shall be made in writing (or through e-mail).

6.16 IPPB's Right to Accept or Reject Any or all the Responses

IPPB reserves the right to accept any or all responses, and to cancel the EoI process or reject all responses at any time during the RFP process or 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.

6.17 Language

The response prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the bank, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

6.18 Documents Comprising the Bid

Bid Documents –

It shall comprise of the following documents:

- a) Form A.1: Bid Submission Checklist
- b) Form A.2: Eligibility Criteria Covering Letter
- c) Form A.3: Non-Disclosure Agreement
- d) Form A.4: Pre-Contract Integrity Pact
- e) Form A.5: Turnover and Net Worth Certificate
- f) Form A.6: Project Citation / Case Studies
- g) Form A.7: Undertaking by the bidder certifying that bidder is not blacklisted
- h) Form A.8: Format for Power of Attorney executed in favor of the Authorized Signatory
- i) Form A.9: Conflict of Interest
- j) Form A.10: Disclosure of Court Cases
- k) Form A.11: Self-declaration by Bidder w.r.t Insertion of Rule 144(xi) in GFRs 2017
- l) Form A.12: Certificate of Local Content

6.19 Contacting IPPB

No Bidder shall contact the IPPB / Project Management Consultants / Advisors / Other stakeholders involved in the project on any matter relating to its response, from the time of the response opening to the time the Contract is awarded.

Any effort by a Bidder to influence the Purchaser's evaluation process, response comparison or Contract award decisions may result in the rejection of the Bidder.

6.20 Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid (during the next stage of RFP) should not be revealed, failing which the offer shall be liable to be rejected.

6.21 Terms & Conditions of Bidders

Any terms and conditions of the Bidders shall not be considered as forming part of their Response.

6.22 Evaluation Process

1. IPPB will constitute a Tender Processing Committee (TPC) to evaluate the responses of the Bidders in response to this EoI document.
2. The TPC shall evaluate the responses to the EoI and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the Bidder's EoI proposal.
3. Each of the responses shall be evaluated to validate compliance of the Bidders according to the pre-qualification criteria, forms and the supporting documents specified in this EoI document.
4. The decision of IPPB in the evaluation of responses to the EoI shall be final. No correspondence from the bidders unless sought by the TPC will be entertained outside the evaluation process conducted by the TPC.
5. The TPC may ask for meetings with the Bidders to evaluate its suitability for the

assignment and TPC may also seek information/clarification from the bidders

6. The TPC reserves the right to reject any or all proposals.
7. Only those bidders who are shortlisted by the TPC will be considered for the next round of technical evaluation and the Request for Proposal will also be made available to only shortlisted bidders.

6.23 Shortlisting Criteria

IPPB will shortlist Bidders who meet the pre-qualification criteria mentioned in this EoI.

Any attempt by a bidder to influence the bid evaluation process may result in the rejection of its EoI proposal.

6.24 Rejection Criteria

Besides terms & conditions highlighted in the EoI, responses may be rejected under any or all of the following circumstances and any other circumstances IPPB or Committee finds in contravention of terms and conditions of EoI:

- Eligibility Criteria containing commercial details
- Responses received through Telex/Telegraphic/Fax/E-Mail/post etc. except, wherever required, shall not be considered for evaluation
- Responses which do not confirm unconditional validity of the bid as prescribed in the EoI
- If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process
- Information not furnished in the formats as per Forms in EoI and documents as per Form A.1: Bid Submission Checklist
- Any effort on the part of a Bidder to influence IPPB's bid evaluation, bid comparison or Contract award decisions
- Responses without Power of Attorney executed in favor of the Authorized Signatory as per Form A.8

- Responses in consortium

6.25 Micro, Small & Medium Enterprises Development

- If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be submitted to IPPB. Further, the bidder must keep IPPB informed of any change in the status of the company.
- Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) as amended / revised from time to time or are registered with the Central Purchase Organization or the concerned Ministry or Department are liable to get following benefits;
 - i. Issue of tender sets free of cost (zero Tender Fee)
 - ii. Exemption from payment of earnest money (zero EMD). Only Bid security deceleration needs to be provided.

6.26 Bidder from a country bordering India

1. All procurement will comply with Order No.6/18/2019-PPD dated 23rd July 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance along with any amendments thereof.
2. As per Order No.6/18/2019-PPD dated 23rd July 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
3. "Bidder", in the context would mean, any person or firm or company, including any subcontractor (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country;

The beneficial owner for the purpose of “d” above will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
 7. Bidder shall provide an undertaking in regard as per Form A.11

6.27 Public Procurement (Preference to Make in India), Order 2017

The bank will comply with the government guidelines on Public Procurement (Preference to Make in India), 2017 and its subsequent revision, and will evaluate the proposals as per the guidelines.

Bidders who want to avail the benefits as per the guidelines should submit the relevant

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documents / undertaking letter along with their bids duly signed by their statutory auditor or cost auditor (in case of companies) or from a practicing cost accountant or chartered accountant (in respect of suppliers other than companies) giving the percentage of local content for each of the components of the BOQ.

Bidder shall provide an undertaking in regard as per Form A.12

6.28 Disclaimer

- i. This EOI is not an offer by IPPB, but an invitation to receive responses from the eligible Bidders.
- ii. The information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of IPPB or the information contained in this EOI, is subject to the terms and conditions set out in this EOI.
- iii. This EOI does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own research, investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI and where necessary obtain independent advices/clarifications. The purpose of this EOI is to provide the Bidder(s) with information to assist preparation of their Bid proposals. IPPB may in its absolute discretion, but without being under any obligation to do so, update, modify, amend or supplement the information in this EOI.
- iv. IPPB, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 which may incur or which the bidder may suffer on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this EOI.
- v. IPPB 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 EOI.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this EOI. Failure to furnish all information required under this EOI or to submit a Bid not substantially responsive to this EOI in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this EOI does not imply that IPPB is bound to select a Bidder or subsequently to

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award the contract to the shortlisted Bidder, as the case may be, for the said EOI / RFP and the IPPB reserves the right to reject all or any of the Bids or Bidders without assigning any reason

6.29 Conflict Of Interest:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified without prejudice to any other right or remedy that may be available to the IPPB under the EOI and/ or the subsequent RFP or otherwise.
- ii. Without limiting the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - A. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - B. subject to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or

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- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the IPPB in the preparation of any documents, design or technical specifications of the EOI.
- iii. For the purposes of this EOI, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

6.30 Code of Integrity and Debarment/Blacklisting

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the IPPB shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in EOI process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- “corrupt practice” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- “Fraudulent practice” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a EOI process or to secure a contract or in execution of the contract;
- “Coercive practice” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;)
- “Anti-competitive practice” means any collusion, bid rigging or anticompetitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the IPPB, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels;
- “Obstructive practice” means materially impede the IPPB’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the IPPB’s rights of audit or access to information;

6.31 Blacklisting

Empanelment/participation of Bidders and their eligibility to participate in the IPPB’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts.

Blacklisting of a delinquent Bidder (including their related entities) for a period (one to two years) from the IPPB’s procurements including removal from empanelment, wherever such Bidder is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Bidder from the list of empaneled vendors are:

- if a Bidder is found by the IPPB to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be

eligible to participate in any EOI/RFP issued by IPPB for a period as decided by the bank from the date of blacklisting.

- ii. The Bidder fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or if the bidder fails to cooperate or qualify in the review for empanelment;
- iii. If Bidder ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- iv. Bankruptcy or insolvency on the part of the Bidder as declared by a court of law; or
- v. Blacklisting by any statutory or any Government agency or any PSU etc;
- vi. Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- vii. If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the IPPB or any other investigating agency recommends such a course in respect of a case under investigation;
- viii. Employs a Government servant or the IPPB's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or Any other ground, based on which the IPPB considers, that continuation of Contract is not in public interest.
- ix. If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

6.32 Other Terms & Conditions

- i. Lodgment of an EOI is evidence of a Bidder's consent to comply with the terms and condition of Request for EOI process and subsequent bidding process. If a Bidder fails to comply with any of the terms, its EOI may be summarily rejected.
- ii. Willful misrepresentation of any fact within the Bid will lead to the disqualification of the Bidder without prejudice to other actions that the IPPB may take. All the submissions, including any accompanying documents, will become property of the IPPB. The Bidders shall be deemed to license, and grant all rights to the IPPB, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the

contents of submission for regulatory and legal requirements.

- iii. Bidders must advise the IPPB immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. For shortlisted Bidders, this requirement applies until a contract is awarded as a result of subsequent bidding process.
- iv. Shortlisted Bidders must not advertise or publish the same in any form without the prior written consent of IPPB.
- v. Brief overview of the proposed procurement/scope of work given in this document may be further elaborated, viz., more details may be included in the Request for Proposal (RFP) document to be issued as a result of evaluation process of EOIs.
- vi. The IPPB reserves the right to formulate any terms & conditions while framing the RFP, even if these are in variance with the terms provided in this EOI. Further, the Bidders shall have no claim in this regard.
- vii. The IPPB shall have the right to cancel the EOI process itself at any time, without thereby incurring any liabilities to the affected Bidders. Reasons for cancellation, as determined by the IPPB in its sole discretion include but are not limited to, the following:
 - a. Services contemplated are no longer required.
 - b. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
 - d. Any other reason.
- viii. The information provided by the Bidders in response to this EOI will become the property of the IPPB and will not be returned.

6.33 Representation and Warranties

Bidder represents and warrants to the IPPB as follows:

- a) It has been duly incorporated in India and is valid as per the existing laws of India.
- b) It shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
- c) The Employees of the Bidder shall continue to be its Employees and work under its discretion and shall not claim any employment from IPPB by the virtue of providing the services, irrespective of the location of their work. The payment of salary, benefits and all related taxes for the employees of the respective party will be the sole responsibility of that party only.
- d) Will not contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court, governmental instrumentality or Governmental Authority to which it is subject.
- e) The signatory to this agreement has due authority and power in its favour to execute this Agreement and bind and such authority and power is still valid and subsisting.
- f) This Agreement constitutes legal, valid and binding obligations of such Party enforceable in accordance with its terms; and

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- g) The execution and delivery of, and the performance of obligations under and in compliance with the provisions of this Agreement will not result in: (i) a violation of any terms and conditions of Articles of Association, Memorandum of Association or any other relevant charter documents of respective party whereby the respective Parties are constituted; or (ii) a breach of, or constitute a default under, any instructions to which it is a party or by which it is bound; or (iii) a violation of any law or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or governmental agency or agreement to which it is a party or by which it is bound.
- h) That the Bidder is not misleading IPPB in any way;
- i) no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon IPPB's reputation;
- j) That the Bidder will immediately notify IPPB of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder business, assets or financial condition, or IPPB's reputation or render the Bidder unable to perform its obligations under the agreement, if any or have a material adverse effect on the evaluation of the responses by IPPB; and
- k) the Bidder has not and will not seek to influence any decisions of IPPB during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders

6.34 Indemnity

- a) The bidder (the "Indemnifying Party") undertakes to indemnify IPPB (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

Further, Indemnifying Party will indemnify the Indemnified Party, if the loss to the indemnified party is caused by:

- a) an act or omission of the bidder, director/ authorized signatory, its agents, or partners of the firm, proprietor etc. in the performance of the services provided by the bidder,
- b) breach of any of the terms of this Request for Proposal or breach of any representation or warranty by the bidder,
- c) use of the deliverables and or services provided by the bidder,
- d) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of the work herein Bidder shall further indemnify the IPPB against any loss or damage to the IPPB's premises or property, IPPB's data, loss of life, etc., due to the acts of the bidder's employees, agents or representatives.

The bidder shall further indemnify the IPPB against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property rights, and third-party claims on the IPPB deliverables at

all points of time,

II. The indemnities set out in point I shall be subject to the following conditions:

- a) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- c) if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Clause, the Indemnified Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be recoverable from the Indemnifying Party;
- d) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party, provided that such consent shall not be unreasonably withheld;
- e) all settlements of claims subject to indemnification under this Clause will
 1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

6.35 Intellectual Property Rights

The name, logo, design and other proprietary rights of the India Post Payments Bank (IPPB) is solely the property of IPPB and in no case the Bidder shall use the same, except for the purposes mentioned under this agreement and exclusively for the IPPB only.

6.36 Resolution of Disputes and Arbitration

The IPPB and the bidders shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the contract, by direct and informal negotiation between the designated officer of the IPPB and designated representative of the bidder. If designated officer of the IPPB and representative of bidders are unable to resolve the dispute within a reasonable period as deemed fit by the IPPB, they shall immediately escalate the dispute to the senior authorized personnel designated by the IPPB and bidders respectively. If the parties

fail to resolve the dispute within 21 (Twenty-One) days after the commencement of such negotiations, the IPPB can:

1. Refer the dispute for arbitration, whereby one Arbitrator each shall be appointed by each party and the third Arbitrator (Umpire) shall be appointed by mutual consent of both arbitrators. This third Arbitrator shall preside over the Arbitration proceedings.
2. Within thirty (30) days of the receipt of the said notice, the arbitrators shall be appointed in writing.
3. The Arbitrators shall have its seat in New Delhi only.
4. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Jurisdiction of Courts in Delhi only.
5. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the arbitrator.
6. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

7. Pre-Qualification Evaluation Criteria

- 7.1 The bid shall be reviewed for determining the compliance of the conditions of the EoI and Eligibility Criteria as mentioned in the EoI.
- 7.2 Only those bidders qualifying in at the EoI stage shall be eligible participating in the RFP stage. RFP shall only be shared with such qualified bidders.
- 7.3 Bidders are expected to meet all the conditions of the EoI and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily.
- 7.4 The bidder must possess the requisite experience, strength, and capabilities in providing the services necessary to meet the requirements, as described in the EoI. The responses must be complete in all respects as stipulated in the EoI.
- 7.5 Sub-Contracting:
- a Subcontracting is allowed only for migration activity only.
 - b The bidder / vendor post the contract shall take prior written permission for any work that the bidder intends to sub-contract the work.
 - c The Bidder / Sub-contractor shall submit the signed non-disclosure agreement (NDA), integrity pact and undertaking on blacklisting in the prescribed format provided in the EoI.

7.6 The invitation to the responses is open to all bidders who qualify the eligibility criteria as follows:

S. No.	Criteria	Documentary Evidence*
A.	Financial & Other Requirements to be met by the Bidder	
1.	<p>a) The Bidder should be registered under Companies Act, 1956/ 2013 or as amended or a Limited Liability Partnership /Partnership firm under Partnership Act 1932.</p> <p>b) Registration with GST authority.</p> <p>c) The Bidder should have completed at least 5 years of Operations in India as on bid submission date</p>	<p>i. Copy of Certification of Incorporation/ Registration Certificate</p> <p>ii. Copy of GST Registration Certificate</p> <p>iii. Copy of PAN Card</p> <p>iv. Certificate from the Statutory Auditor indicating the number of years of operations in India as on bid submission date</p> <p>v. DPIIT Start Up registration Certificate (if applicable) / MSE's Certificate</p>
2.	<p>The Bidder should have minimum average turnover of at least INR 191 Cr from delivery of packaged solutions excluding sales of IT hardware (One Hundred Ninety One crores) in each of the last three financial years (i.e. 2018-19 ,2019-20 and 2020-21)</p> <p>The bidder/s who are Startups / MSE's , should have minimum average turnover of at least INR 50 Cr from delivery of packaged solutions excluding sales of IT hardware (Fifty Crores) in each of the last three financial years (i.e. 2018-19 ,2019-20 and 2020-21)</p>	<p>i. Audited financial statements for the last 3 financial years (i.e. 2018-19 ,2019-20 and 2020-21) clearly indicating the Turnover is from delivery of packaged solutions OR Certificate from the Statutory Auditor on turnover details for the last 3 financial years (i.e. 2018-19 ,2019-20 and 2020-21) clearly indicating the Turnover is from delivery of package solutions</p> <p>ii. Certificate from the Statutory Auditor indicating year wise profit for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21)</p>

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S. No.	Criteria	Documentary Evidence*
3.	The Bidder should have positive net-worth in each of the last three financial years (i.e. 2018-19 ,2019-20 and 2020-21)	Certificate from Bidder's Statutory Auditor providing net-worth details for last three years, viz. 2018-19 ,2019-20 and 2020-21 as per Form A.5
4.	The Bidder should be SEI CMMI level 5 certified and should have one of the following accreditations / certifications valid as on last date of EoI submission a) ISO 27001:2013 or above b) ISO/IEC 20000 c) ISO 9001:2015 or above	Copy of accreditation / certification valid as on last date of EoI submission
5.	The Bidder should have development and support centre in India.	An undertaking with details of the location and resources to be submitted.
B.	Experience of Bidder	
1.	The Bidder should have successfully deployed at least two Insurance packaged solutions in India or globally used by at least 10,000 users with 1 lakh transactions per day, and has provided support for at least 2 years post go live. The projects should have been undertaken in last five years as on last date of bid submission. The below modules should be part of the insurance package solution a) Product Configurator b) New Business c) Policy Servicing d) Claims Management e) Billing & Accounting (Transaction refers to business transactions in core policy administration system across all modules such as	i. Relevant Citation as per Form A6 ii. Copy of Purchase Order/Work Order / Contract with Client iii. Letter from the client clearly specifying the scope & number of users along with transaction details. OR Self-Certificate from Statutory Auditor of the bidder clearly mentioning the number of users along with transaction details and scope

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S. No.	Criteria	Documentary Evidence*
	premium / renewal collection, service requests, claims settlement, receipting, accounting etc)	
2.	The Bidder should have capability of implementation of Policy Admin System in SaaS-based model or IaaS based deployment in Public / VPC cloud. The IaaS components will comprise of Cloud security, Data Security ,Infrastructure, virtualisation, application, Operating system, middleware, runtime and data as part of the solution	i. Relevant Citation as per Form A6 ii. Copy of Purchase Order/Work Order / Contract with Client iii. Letter from the client clearly specifying the scope OR Self-Certificate from Statutory Auditor of the bidder clearly mentioning the scope
3.	The bidder should have undertaken data migration of insurance solutions having at least 1 crore active policies.	i. Relevant Citation as per Form A6 ii. Copy of Purchase Order/Work Order / Contract with Client iii. Letter from the client clearly specifying the capability of the requirement OR Self-Certificate from Statutory Auditor of the bidder clearly mentioning the capability
4.	The Bidder should have experience of managing at least one insurance project in India or globally using Pay-per-go / user license based model	i. Relevant Citation as per Form A6 ii. Copy of Purchase Order/Work Order / Contract with Client iii. Letter from the client clearly specifying the scope OR Self-Certificate from Statutory Auditor of the bidder clearly mentioning the scope

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S. No.	Criteria	Documentary Evidence*
5.	The Bidder should have a staff of at least 200 (Two Hundred) resources with skill sets as Solution Architect, Developers, Cloud Architect, Cloud developers, UI/UX engineers, Database experts, IT Security experts, Life Insurance functional experts, Quality Analyst, Testers etc as on bid submission date. The cloud architect and cloud developers preferably have cloud certifications such as Microsoft Azure / AWS / Google Cloud etc	An undertaking with details of the resources mentioning their certifications (if any) allocated for proposed scope of work to be submitted
C. Legal Requirements from Bidder		
1.	Self-Certification by the Bidder that the bidder (or any of its successor) is not in the active debarred list for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central / State Government / PSU / any other statutory body of India as on EoI submission date	The Bidder shall furnish a Self-Certification by CEO/ Country Head/ Authorized signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per format in Form A7
2.	A Board Resolution or Power of Attorney, in the name of the person executing the bid, authorizing the signatory to commit the Bidder. The person issuing the Power of Attorney shall possess Board Resolution in his favour for granting such rights.	Specific Power of Attorney for the Bidder to sign the Contract Agreement as per format in Form A8
3.	Bidder should sign & submit Non-Disclosure Agreement as provided in the EoI	Non-Disclosure Agreement in the format prescribed in Form A3

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S. No.	Criteria	Documentary Evidence*
4.	Bidder should submit a Pre-contract integrity pact as provided in the EoI	Pre-contract Integrity pact in the format as per Form A4
5.	The firm should not be owned or controlled by any employee of IPPB / DoP or their relatives	Conflict of Interest in the format as per Form A9

Table 5: Pre-Qualification Evaluation Criteria

Note:

- To avoid conflict of interest an OEM cannot submit the EOI response as bidder and also in capacity of OEM with any other bidder. An OEM if not bidding directly can work with multiple bidders
- During Bid evaluation at any stage, if required IPPB may seek additional document(s) / clarification(s) from bidder. The bidder shall be required to provide written clarification on the queries within the stipulated timeframe failing which, IPPB shall have right to disregard the clarification and proceed with the evaluation as per the EoI terms and conditions

8. Bid Submission Forms

8.1. Form A.1: Bid Submission Checklist

The following Checklist is intended to help the Bidders in submitting Proposals which are complete. Incomplete Proposals are liable to be rejected. Bidders are advised to go through the list carefully and submit Proposals complete in all respect.

1. Bidders are also required to submit this Checklist, duly completed, along with their Proposal.
2. Any other documents required as per any other clauses of the EoI Documents shall be submitted along with the Proposal even if not indicated in the following checklist.

Proposal Checklist:

#	Eol Reference	Description	Format	Documentary Evidence	Proposal Reference Section & Page No.
Eligibility Criteria					
1.	Not Applicable	Bid Submission Checklist	Form A.1: Bid Submission Checklist		
2.	Not Applicable	Eligibility Criteria Covering Letter	Form A.2: Eligibility Criteria Cover Letter		
3.	Table Eligibility Criteria, Clause 7.6 – S. No. C – Point No. 3	Non-Disclosure Agreement	Form A.3: Non-Disclosure Agreement		
4.	Table Eligibility Criteria, Clause 7.6 – S. No. C – Point No. 4	Pre-Contract Integrity Pact	Form A.4: Pre-Contract Integrity Pact		
5.	Table Eligibility Criteria, Clause 7.6 – S. No A – Point No. 1	Copy of PAN Card and Certificate from the Statutory Auditor indicating the number of years of operations in India as on bid submission date	Not Applicable		
6.	Table Eligibility Criteria, Clause No. 7	Turnover and Net Worth Certificates for the Bidder	Form A.5: Turnover and Net worth Certificate and Audited financial		

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#	Eol Reference	Description	Format	Documentary Evidence	Proposal Reference Section & Page No.
	– S. No. A – Point No. 2		statements for the last three financial years (2018-2019, 2019-2020, 2020-21) Or Certificate from the Statutory Auditor on turnover details for the last 3 financial years (2018-2019, 2019-2020, 2020-21) clearly indicating the Turnover is from Software Development, Maintenance and operations. II. Certificate from the Statutory Auditor on positive net-worth for the last 3 financial years (2018-2019, 2019-2020, 2020-21)		
7.	Table Eligibility Criteria, Clause No. 7.6 - S No. B	Past Experience in the form of Project Citation / Case Studies	Form A.6: Format for Project Citation / Case Studies and Supporting documents as		

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#	Eol Reference	Description	Format	Documentary Evidence	Proposal Reference Section & Page No.
	– Point 1 & 2		listed in the Table in clause 7.6 for Eligibility Criteria		
8.	Table Eligibility Criteria, Clause No. 7.6 – S. No. A – Point No. 4	Copy of accreditation/ certification valid as on last date of Eol submission	Not Applicable		
9.	Table Eligibility Criteria, Clause 7.6 – S. No. C – Point No. 1	Undertakings for non-black listing from the Bidder	Form A.7: Format for undertaking for non-blacklisting		
10.	Table Eligibility Criteria, Clause 7.6 – S. No. C – Point No. 2	Format for Power of Attorney executed in favor of the Authorized Signatory	Form A.8: Format for Power of Attorney		
11.	Not Applicable	Conflict of Interest	Form A.9: Conflict of Interest		
12.	Not Applicable	Disclosure of Court Cases	Form A.10: Disclosure of Court Cases		
13.	Clause No. 6.26	Declaration for Country of Origin	Form A.11: Self-Declaration by Bidder w.r.t Rule 144 (xi) in GFR 2017		
14.	Clause No. 6.27	Public Procurement (Preference to Make	Form A.12: Certificate of Local Content		

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#	Eol Reference	Description	Format	Documentary Evidence	Proposal Reference Section & Page No.
		in India)			
15.	Other Clauses	Supporting for other clauses in Pre-qualification	As per details mentioned in the pre-qualification criteria		

Table 5: Proposal Checklist

8.2 Form A.2: Eligibility Criteria Cover Letter

(Company Letter Head)

To,
The CTO,
India Post Payments Bank,
Speed Post Centre, Bhai Vir Singh Marg, New Delhi - 01

Sub: Submission of the eligibility criteria cover letter in response to the Eol No <> dated <> for Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS)

Dear Sir,

We, the undersigned, offer to provide Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS) in response to the Expression of Interest dated <insert Eol date> and Eol No <insert Eol no> for "Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS)". We are hereby submitting our Proposal, which includes the Eligibility Criteria. Our Correspondence details with regard to this EOI are:

S. NO	Information	Details
1	Name of the contact person	
2	Address of the Contact Person	
3	Name, designation and contact, address of the person to whom, all references shall be made, regarding this EOI	
4	Telephone Number of the Contact Person	
5	Mobile Number of the Contact Person	
6	E-mail id of the Contact Person	
7	Corporate Website URL	

We hereby declare that all the information and statements made in this eligibility criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

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We agree to abide by all the terms and conditions of the EoI and related corrigendum(s)/ addendum(s).

We confirm that we have read the complete EoI document and have no reservation in accepting the provisions of the EoI, General Conditions of Contract, Scope of Work. We undertake that we have no deviations to the terms and conditions of the EoI and related corrigendum(s)/ addendum(s). At later date, if any deviation is observed, it shall stand withdrawn. We would hold the terms of our bid valid for 180 days as stipulated in the EoI.

We hereby undertake that in case the contract is awarded to us, we shall submit the PBG as per EoI terms and conditions. We hereby declare that our bid is made in good faith, without collusion or fraudulent intent.

We hereby declare that as per EoI requirement, we have not been listed under any active blacklist / debarred list by Central / State Government / PSU / any other statutory body of India as on EoI submission date.

We understand you are not bound to accept any Proposal you receive.

The information contained in the Proposal is true and correct to our best knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____ Address: _____ Email ID

Phone No

Location: _____ Date: _____

8.3 Form A.3: Non-Disclosure Agreement

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

[Bidder Name and Address]

Sub: Submission of the Non-Disclosure Agreement in response to the EoI No <> dated <> for Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS)

Non-Disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, New Delhi.

BETWEEN

India Post Payments Bank Limited a public limited company wholly owned by the Government of India and set up under the Companies Act, 2013, and the Payment Banking Regulation Act, 1949 as a Payments Bank under the Department of Posts and in line with relevant guidelines of the Reserve Bank of India, having its Registered & Corporate Office at 2nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Market Road, New Delhi – 110001 (hereinafter referred to as the “Payment Bank” or “Bank”, which expression shall unless repugnant to the context thereof, include its successors, assigns) party of the First part;

AND

<***>, a incorporated under the, having its registered office at <***> (hereinafter referred to as the “.....”, as the case may be (which expression shall, unless the context otherwise requires, include its permitted successors and assigns), party of the other part.

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

WHEREAS:

the, is a providing

.....to the Payment Bank.

The Confidential Information shall at all times belong to the Party providing ("Provider") such information and shall be provided to the recipient Party ("Recipient") for the specific purposes of achieving the objects of the Service Agreement.

The Parties are executing these presents to set out their understanding with regard to the manner of dealing with the Confidential Information (as defined below).

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

a) "Agreement" means this non-disclosure agreement, as amended from time to time, and includes all recitals, schedules, annexures or exhibits annexed hereto.

b) "Agreed Purpose" mean the specific purpose for which the Provider has provided the Confidential Information to the Recipient;

c) "Confidential Information" shall mean and includes, without limitation, any and all information, data, knowledge, and know-how, whether pertaining to commercial, technical, scientific, operational, administrative, financial, marketing or business affairs, or intellectual property, or otherwise (in whatever form and however communicated) relating, directly or indirectly, to the Provider, which the Provider or its employees, directors, officers, agents, consultants etc., would have disclosed or delivered prior to the date of this Agreement, or is disclosed or delivered after the date of this Agreement, to the Recipient or to any third party on the request of the Recipient, in writing, electronically, verbally, or through visual means, either with the disclaimer of confidentiality or not, or which the Recipient (or such third party) learns, obtains or derives, orally, through observation or through analysis, interpretations, compilations, studies, or evaluations of such information, data, knowledge, or know-how; for clarity, the information, data, knowledge, and know-how includes, without limitation, those in the nature of, or pertaining to, business plans, marketing and financial plans, strategy, projections, policy details, client details, various products, details regarding pricing, technical know-how etc. in respect of such products, and also the documents, registers, books, photographs, notes, renderings, journals, notebooks, computer programs, computer readable video, audio or sound files, and samples relating thereto;;

d) "Parties" means the Payment Bank and for the purposes of this Agreement and "Party" shall be interpreted accordingly;

1.2. Interpretation

In this Agreement, unless otherwise specified:

- (i) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- (ii) use of any gender includes the other genders;
- (iii) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (vii) references to a 'business day' shall be construed as a reference to a day (other than 2nd and 4th Saturday, Sunday and other gazetted holidays) on which the Payment Bank is generally open for business;
- (viii) references to times are to Indian standard time;
- (ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (x) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

2. TERM

This Agreement will remain in effect for --- years from the date of execution of this Agreement or years from the date of the last disclosure of Confidential Information, whichever is later ("Term"), at which time it will terminate, unless extended by the provider of information in writing.

3. TERMINATION

The parties to this agreement may terminate this agreement by providing prior notice of thirty (30) days in writing, without giving any reasons for the same. However, the confidentiality obligations of both the parties shall survive a term of (...) years from the date of termination or expiry of this Agreement

4. USE OF THE CONFIDENTIAL INFORMATION; NON-DISCLOSURE

The Recipient hereby agrees that it shall use the Confidential Information only for the Agreed Purpose. Further, the Recipient shall not, except with the prior written consent of the Provider or in accordance with this Agreement disclose, transfer, or use, to its financial or monetary advantage, any such Confidential Information. The obligation of the Recipient contained in this Clause shall not be limited in point in time save and except at such time as the exclusions contained hereof become applicable in respect thereof as per Clause 2 hereof. Also, the Recipient and its Representatives will not disclose to any person the fact that the Confidential Information has been made available to it or its Representatives or that Confidential Information has been provided by Provider to the Recipient and/or its representatives.

5. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- (a) use the Confidential Information only for the Agreed Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- (b) grant access to Confidential Information only to its employees on a "need to know basis" and restrict such access as and when not necessary to carry out the Agreed Purpose.
- (c) cause its employees to comply with the provisions of this Agreement;
- (d) reproduce Confidential Information only to the extent essential to fulfilling the Agreed Purpose, and
- (e) prevent disclosure of Confidential Information to third parties;
- (f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Recipient agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Recipient upon making a disclosure under this Clause shall:
 - (i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
 - (ii) upon the Provider's request, the Recipient shall either return to the Provider all Confidential Information or shall certify to the Provider that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Recipient's counsel, solely for the purpose of proving the contents of the Confidential Information.
 - (iii) not to remove any Confidential Information from the premises of the Provider without prior written approval of the Provider.

(iv) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Provider's prior written approval, from the Provider's premises. Each Party agrees to comply with any and all terms and conditions the Provider may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(v) Upon the Provider's request, the Recipient shall promptly return to the Provider all tangible items containing or consisting of the Provider's Confidential Information all copies thereof.

The recipient of information agrees that the provider of information shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Recipient can demonstrate that such Confidential Information:

- (a) was independently developed by the Recipient; or
- (b) has become generally available to the public without breach of confidentiality obligations of the Recipient; or
- (c) was in the Recipient's possession without restriction or was known by the Recipient without restriction at the time of disclosure; or
- (d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Recipient has given the Provider prompt notice of such demand for disclosure and the Recipient reasonably cooperates with the Provider's efforts to secure an appropriate protective order; or
- (e) is disclosed with the prior consent of the Provider; or
- (f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Provider and was not previously acquired by the Recipient from the Provider under an obligation of confidence; or
- (g) the Recipient obtains or has received such information from a source other than the Provider without breach by the Recipient or such source of any obligation of confidentiality or non-use towards the Provider.

7. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- (a) Each Party recognizes and agrees that all of the Provider's Confidential Information is owned solely by the Provider (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- (b) By disclosing the Confidential Information or executing this Agreement, the Provider does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Provider disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- (c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Provider which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Recipient's disclosure or use of any general learning, skills or know-how developed by the Recipient's personnel under the Service Agreement.
- (d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Governing Law & Jurisdiction

This Agreement, the relationship between the Parties and all rights and obligations arising from any act done or required to be done under this Agreement and the terms herein shall be governed by and construed in accordance with the laws of India. Subject to Clause 9 below, the courts at New Delhi, India shall have exclusive jurisdiction over the subject matter.

9. DISPUTE RESOLUTION

- (a) If any disputes or differences ("Dispute") arise between the Parties hereto as to the interpretation or the performance of this Agreement (except proceedings for urgent interlocutory relief) the Party claiming that a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- (b) If the parties cannot resolve the Dispute within 14 days from the date of receipt of notice then such Dispute arising between the parties to this Contract shall be referred

to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by a party to the other of existence of such Dispute, then the Arbitrator shall be appointed by the Competent Court of New Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of arbitrations shall be New Delhi and the language of arbitration shall be English.

10. MODIFICATION / AMENDMENT

No modification, amendment, or other change in this Agreement will be binding on any Party unless consented to in writing to by both Parties.

11. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement: -

- (a) shall be in writing
- (b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (c) shall be executed by a duly authorized representative of the Party; and
- (d) shall not affect the validity or enforceability of this Agreement in any manner.

12. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement, except the service agreement, if any, executed between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

13. ENTIRE AGREEMENT

This Agreement constitute a complete and exclusive statement of the terms of the

agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

14. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

15. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

16. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

17. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

18. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Payment Bank:

India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhaai Veer Singh Marg,
Market Road, New Delhi-110001

If to the:

Attn. <***>

Phone: <***>

Fax No. <***>

19. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

21. DAMAGES:

Both parties acknowledge that the Confidential Information coming to the knowledge of

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the other may relate to and/or have implications regarding the business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage of the Disclosing Party.

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach may have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

22. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the parties to this agreement i.e. Payment Bank and the shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

23. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall

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mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

WITNESSES:

1. (Name, Designation, Organization, and Signature)
2. (Name, Designation, Organization, and Signature)

Payment Bank

[.....]

Signed

Signed

For and on behalf of the

For and on behalf of the

India Post Payments Bank Limited

(Company name)

By: _(signature)_

By: _(signature)_

(Name and designation) _

(Name and designation)_

An authorized signatory duly nominated pursuant to Board Resolution No. dated of the

8.4. Form A.4: Pre-Contract Integrity Pact

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

PRE-CONTRACT INTEGRITY PACT

This Agreement (hereinafter called the Integrity Agreement) is made on _____ day of the month of _____ 20____, between,

On one hand, India Post Payments Bank Limited (CIN U74999DL2016GOI304561), having its Registered Office at Post Office, Speed Post Centre Building, Market Road, New Delhi – 110001, (hereinafter referred to as the “Principal/Owner”, “ IPPB” or “Bank” or “Buyer”, as the case may be, which expression shall unless repugnant to the context thereof, include its successors, assigns), acting through _____, party of the FIRST PART,

And

M/s _____ represented by _____, Authorized Signatory (hereinafter called the “Vendor” or “Service Provider”, as the case may be, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) party of the Second Part.

WHEREAS the Principal/ Owner has floated the RFP reference number _____ (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for _____ for IPPB, 2nd Floor, Speed Post Center, Bhai Veer Singh Marg, Market Road, New Delhi – 110001 Hereinafter referred to as the “Contract”. and the VENDOR is willing to offer/has offered the services.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Vendor(s) and Contractor(s).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Principal/Owner to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling VENDORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal/Owner will, during the Tender process, treat all Vendor(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Vendor(s) the same information and will not provide to any Vendor(s) confidential / additional information through which the Vendor(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
 - d. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the VENDOR to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/Owner and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal/Owner the proceedings under the contract would not be stalled.

If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in

addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Vendor(s)/Vendor(s)

1. It is required that each Vendor/Vendor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the India Post Payments Bank all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The VENDOR commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid/tender process or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - a. The Vendor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The VENDOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the India Post Payments Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - c. The VENDOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the India Post Payments Bank or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- d. VENDOR shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- e. The VENDOR further confirms and declares to the India Post Payments Bank that the VENDOR has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the VENDOR, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f. The VENDOR, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the India Post Payments Bank or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. The VENDOR will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h. The VENDOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The VENDOR shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the India Post Payments Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier or information contained or transmitted electronically. The VENDOR also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The VENDOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The VENDOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- l. If any employee of the VENDOR or any person acting on behalf of the VENDOR who is directly or indirectly involved in the bidding process of this RFP, is a relative of any of the officers of the India Post Payments Bank who is directly or indirectly involved in the bidding process, bid evaluation for this RFP, the same shall be disclosed by the VENDOR at the time of filing of tender. The term relative for this purpose would be as defined in Sub-Section (77) of Section 2 of the Companies Act of 2013.
- m. The VENDOR shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the India Post Payments Bank.
- n. The Vendor(s) will not enter with other Vendor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitive or to cartelize in the bidding process.
- o. The Vendor(s) will not commit any offence under the relevant IPC/PC Act.
- p. The Vendor(s)/ of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Vendor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- q. The Vendor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- r. The Vendor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the India Post Payments Bank interests.

- s. The Vendor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process)

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Vendor(s)/ and the Vendor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Vendor(s)/, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the Vendor shall have powers to disqualify the Vendor(s)/ from the Tender process or terminate/determine the Contract, if already executed or exclude the Vendor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the VENDOR. However, the proceedings with the other VENDOR(s) would continue.
 - I. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be requiring to assign any reason therefore.
 - II. To immediately cancel the contract, if already signed, without giving any compensation to the VENDOR.
 - III. To recover all sums already paid by the BUYER, and in case of an Indian VENDOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a VENDOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the VENDOR from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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- IV. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the VENDOR, in order to recover the payments, already made by the BUYER, along with interest.
- V. To cancel all or any other Contracts with the VENDOR. The VENDOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the VENDOR.
- VI. To debar the VENDOR from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- VII. To recover all sums paid in violation of this Pact by VENDOR(s) to any middleman or agent or broker with a view to securing the contract.
- VIII. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the VENDOR, the same shall not be opened.
- IX. Forfeiture of Performance Bond/Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 3.1 (i) to (IX) of this Pact also on the Commission by the VENDOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the VENDOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the VENDOR shall be final and conclusive on the VENDOR. However, the VENDOR can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Vendor or Vendor, or of an employee or a representative or an associate of a Vendor or Vendor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further

investigation.

Article 4: Previous Transgression

1. The Vendor declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with IPPB or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

1. The VENDOR agrees that if it makes incorrect statement on this subject, VENDOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Article 5: Equal Treatment of all Vendors/Vendors/Sub Vendors

- a. The Vendor(s)/Vendor(s) undertake(s) to demand from all sub-Vendors a commitment in conformity with this Integrity Pact. The Vendor/Vendor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub Vendors/sub-vendors.
- b. The Principal/Owner will enter into Pacts on identical terms as this one with all Vendors and Vendors.
- c. The Principal/Owner will disqualify Vendors, who do not submit, the duly Signed Pact between the Principal/Owner and the Vendor, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Vendor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Vendors, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, INDIA POST PAYMENTS BANK.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and Jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this Pact must be signed by all the

partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

5. Independent Monitors

5.1 Smt. Manisha Nanda, IAS (Retd.) and Shri Rakesh Jain IA&AS (Retd) have been appointed as Independent External Monitors (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services for the BUYER.

5.2 Their contact details are as under:

Smt. Manisha Nanda, IAS (Retd.) – EMAIL - nanda_manisha@yahoo.co.in

Shri Rakesh Jain IA&AS (Retd) - EMAIL - rakeshjain18@hotmail.com

5.3 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

5.4 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

5.5 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.6 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

5.7 The VENDOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the VENDOR. The VENDOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the VENDOR/Sub-contractor(s) with confidentiality.

5.8 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

5.9 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/VENDOR and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the VENDOR and the VENDOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to a period of contract and any extended period notified by BUYER.
- b. The complete execution of the contract to the satisfaction of both the BUYER and the VENDOR/Seller, including warranty period, whichever is later, in case VENDOR is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- c. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Article 8- Legal and prior rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

For and on behalf of Principal/Owner

For and on behalf of Vendor

INDIA POST PAYMENTS BANK,
2nd floor, Speed Post Centre,
Bhai Veer Singh Marg, Market Road
New Delhi- 110001

M/s Vendor Name,

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated:

8.5 Form A.5: Turnover and Net Worth Certificate

To,
The CTO,
India Post Payments Bank,
Speed Post Centre, Bhai Vir Singh Marg, New Delhi - 01

Sub: Submission of the Turnover and Net Worth Certificate in response to the EoI No <> dated <> for Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS)

Turnover for the last three financial years (2018-19, 2019-20 and 2020-21) from Software Development, Maintenance, and Operations.

S. No.	Financial Year	Annual related Turnover (INR Crores)	Average Annual related Turnover (INR Crores)
1.	Financial Year 2018- 2019		
2.	Financial Year 2019- 2020		
3.	Financial Year 2020- 2021		

Note: The audited Financial Statements for the corresponding years have to be enclosed.

S. No.	Financial Year	Net Profit (INR Crores)
1.	Financial Year 2018- 2019	
2.	Financial Year 2019- 2020	
3.	Financial Year 2020- 2021	

Note: The audited Financial Statements for the corresponding years have to be enclosed

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

8.6 Form A.6: Format for Project Citation / Case Studies

General Information	
Name of the Project	
Client for which the Project was executed	
Name and contact details of the client	
Project Details	
Description of the Project	
Scope of services	
Relevance to the current Project	
Outcomes of the Project	
Other Details	
Total cost of the Project	
Total cost of the services provided by the Bidder	
Duration of the Project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Copy of Purchase Order/Work Order / Contract with Client clearly mentioning the number of users & scope OR Satisfaction Letter from the client clearly specifying the scope	
Copy of Work order/Purchase Order/ Contract Agreement clearly specifying the Scope of Work, and value of the Contract	

EXPRESSION OF INTEREST

<p>Copy of Certificate/Letter from the Competent Authority (who has issued the work order) that the Project has been declared "Go-Live" and is under the Operations & Maintenance phase</p>	
<p>OR</p> <p>Self-Certificate from the Statutory Auditor certifying that the Project has been declared "Go-Live" and is under the Operations & Maintenance phase</p>	

8.7 Form A.7: Format for undertaking for non-blacklisting

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

To,
The CTO,
India Post Payments Bank,
Speed Post Centre, Bhai Vir Singh Marg, New Delhi - 01

Sub: Submission of the undertaking for non-blacklisting in response to the EoI No <>
dated <> **for** Selection of Vendor for Supply, Installation, Integration, Migration,
Maintenance and Support for DoP Insurance Management System (IMS)

<Insert Bidder Name> or any of its successor, is not in the active debarred list for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central/ State Government / PSU / any other statutory body of India as on EoI submission date.

Authorized Signature: _____

Name and Title of Signatory: _____

Location: _____ Date: _____

8.8 Form A.8: Format for Power of Attorney

<To be executed in favour of the Authorized Signatory>

(To be submitted on a INR 100 or equivalent amount Stamp Paper only as per state applicability)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us (the "Bidder") and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said engagement and/ or upon award thereof to us and/or till the entering into of the agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For	
Authorized Signature:	
Authorized Signatory Name:	
Title of Signatory:	
Address:	

Witnesses:
1.
2.

Accepted

Attorney's Signature:	
Attorney's Name:	
Attorney's Title:	

Address:	
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Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

8.9 Form A.9: Conflict of Interest

(Company Letter head)

To,
The CTO,
India Post Payments Bank,
Speed Post Centre, Bhai Vir Singh Marg, New Delhi - 01

Sub: Submission of the conflict of interest in response to the Eol No <> dated <> for Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS)

Dear Sir,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with IPPB / Department of Posts.

The firm is not owned or controlled by any employee of IPPB / DoP or their relatives

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the Eol.

We undertake and agree to indemnify and hold IPPB harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by IPPB and/or its representatives, if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____ Address: _____

Location: _____ Date: _____

8.10 Form A.10: Disclosure of Court Cases

To,
The CTO,
India Post Payments Bank,
Speed Post Centre, Bhai Vir Singh Marg, New Delhi – 01

Sub: Submission of the Disclosure of Court Cases in response to the EoI No <> dated <> for the Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS)

Pending Litigation			
Year	Matter in Dispute	Value of Pending Claim in INR (if any)	Value of Pending Claim as a percentage of Net Worth (if any)

The information of pending litigation mentioned above is true and correct to our best knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name

and Title of Signatory: _____

Name of Firm: _____ Address: _____

Location: _____ Date: _____

8.11 Form A.11: Self-Declaration by Bidder w.r.t Rule 144 (xi) in GFR 2017

(vide OM F No 6/18/2019-PPD dated 23rd July 2020 and all its amendments/ clarifications)

<To be printed on Company letterhead of the Bidder>

Date: dd/mm/yyyy

To,
The CTO,
India Post Payments Bank,
Speed Post Centre, Bhai Vir Singh Marg, New Delhi - 01

Subject: Submission of the self-declaration regarding Rule 144 (xi) in GFR 2017 in response to the EoI No <> dated <> Selection of Vendor for Supply, Installation, Integration, Migration, Maintenance and Support for DoP Insurance Management System (IMS)

Dear Sir,

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that our company is not a subsidiary/ affiliate/ attached office of any border Companies as may be banned by Government of India for doing business in India as per the referred GFR rule – 144 (xi) and other such rules or directives as issued by Government of India or, if from such a country, the bidder has been statutorily registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard.

I/We hereby agree to provide copy of and/or produce original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of organization :

Address :

Telephone & Fax :

E-mail address

8.12 Form A.12: Certificate of Local Content

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal)

To,
The CTO,
India Post Payments Bank
Corporate Office, 2nd Floor,
Speed Post Centre Building,
Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

Sir,
Sub: - EOI _____

This is to certify that proposed <name of the product / service / works> is having the local content of _____ % as defined in the above mentioned EOI

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor / Cost Auditor

Registration Number:

Seal

Counter-signed: Bidder / OEM

(Stamp and Signature of Authorized Person)

Name & Designation

Name of company

Date

Place

: