



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4162208  
Dated/दिनांक : 26-12-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-01-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-01-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Posts
Organisation Name/संगठन का नाम	Department Of Posts
Office Name/कार्यालय का नाम	India Post Payments Bank
Item Category/मद केटेगरी	Custom Bid for Services - Selection of Tax Consultant for Advisory Implementation and Compliance Services for India Post Payments Bank Limited For Indirect Tax , Custom Bid for Services - Selection of Tax Consultant for Advisory Implementation and Compliance Services for India Post Payments Bank Limited For DIRECT Tax
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

**Bid Details/बिड विवरण**

<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Chief Manager  
India Post Payments Bank, 2nd Floor, Speed Post Centre, Bhai Vir Singh Marg, New Delhi 110001  
(Chief Manager)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**GEM Availability Report ( GAR):**[1698910351.pdf](#)

**Scope of Work:**[1703594959.pdf](#)

**Payment Terms:**[1703594973.pdf](#)

**Service Level Agreement (SLA):**[1703594965.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
30-12-2023 12:00:00	India Post Payments Bank, 2nd Floor, Speed Post Centre, Bhai Vir Singh Marg, New Delhi 110001

**Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Custom Bid For Services - Selection Of Tax Consultant For Advisory Implementation And Compliance Services For India Post Payments Bank Limited For Indirect Tax	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1

Schedule 2	Custom Bid For Services - Selection Of Tax Consultant For Advisory Implementation And Compliance Services For India Post Payments Bank Limited For Direct Tax	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1
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### Custom Bid For Services - Selection Of Tax Consultant For Advisory Implementation And Compliance Services For India Post Payments Bank Limited For Indirect Tax ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Selection of Tax Consultant for Advisory Implementation and Compliance Services for India Post Payments Bank Limited For Indirect Tax
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Rishikesh Kailashchandra Sharma	110001,INDIA POST PAYMENTS BANK LTD, 2ND FLOOR SPEED POST CENTRE, BHAI VEER SINGH MARG	1	N/A

### Custom Bid For Services - Selection Of Tax Consultant For Advisory Implementation And Compliance Services For India Post Payments Bank Limited For DIRECT Tax ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Selection of Tax Consultant for Advisory Implementation and Compliance Services for India Post Payments Bank Limited For DIRECT Tax
Regulatory/ Statutory Compliance of Service	YES

Specification	Values
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Rishikesh Kailashchandra Sharma	110001,INDIA POST PAYMENTS BANK LTD, 2ND FLOOR SPEED POST CENTRE, BHAJI VEER SINGH MARG	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

##### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The pre bid meeting is scheduled for the subject RFP. The details have been mentioned in the bid document. The interested bidders to kindly bring the authorisation form as mentioned in the bid document while attending the pre bid meeting. Also, the queries to be submitted before hand so that the same may be discussed in the pre bid meeting.

##### 4. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



# RFP for Selection of Tax Consultant for India Post Payments Bank Limited

**(A) Indirect Taxation**

**(B) Direct Taxation**

**26/12/2023**

**Invitation for Request for Proposal (RFP)**

India Post Payments Bank invites online proposals (Technical Bid and Commercial Bid) from eligible tax consultants / firms for Selection of Tax Consultant for (A) Indirect Taxation and (B) Direct Taxation in accordance with the scope set out in the tender document. This RFP may be downloaded by the bidders free of cost from the GEM Portal ([www.gem.gov.in](http://www.gem.gov.in)) . All the documents and process related information are also published on the IPPB Website ([www.ippbonline.com](http://www.ippbonline.com))

**RFP Summary Sheet**

Name of the company	India Post Payments Bank Limited
Tender Reference Number	<b>GEM/2023/B/4162208</b>
Bid / Tender Fees (Non-Refundable)	No Tender Fees.
EMD Amount (Refundable)	NO EMD amount is required. But, bid Security declaration in the form of <a href="#">Annexure – 20 Bid Security Declaration</a>
Account number for Depositing EMD / Tender Fees / PBG	Name: India Post Payments Bank Limited A/c No.: 36071473569 IFSC: SBIN0000691 Bank: State Bank of India, Parliament Street, New Delhi
Date of issue of the RFP	As per GEM published Bid
Pre-bid meeting date	As per GEM published Bid
Last date to seek clarification	As per GEM published Bid
Last Date & Time for RFP submission	As per GEM published Bid
Date & time for opening of Technical Bids	As per GEM published Bid
Date & Time for opening of Commercial Bids	As per GEM published Bid
Primary point of contact	Name: Mr Rishikesh Sharma, Manager, India Post Payments Bank Email: <a href="mailto:Rishikesh.ks@ippbonline.in">Rishikesh.ks@ippbonline.in</a>
Place of Pre-bid meeting	India Post Payments Bank Ltd., 2 <sup>nd</sup> Floor, Speed Post Centre Building Bhai Veer Singh Marg, Gole Market New Delhi – 10001.
Place of Bid submission and RFP Opening	
Address for Communication	

1. The Bank reserves the right to change the schedule mentioned above or elsewhere mentioned in the document, which will be communicated by placing the same as corrigendum on the GEM Portal - [www.gem.gov.in](http://www.gem.gov.in) (hereon referred to as " GEM Portal") and / or on IPPB Bank Website ([www.ippbonline.com](http://www.ippbonline.com))
2. The copy of this document may be downloaded from the GEM Portal / Bank website free of cost.
3. Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose. Retention of this RFP signifies your agreement to treat the information as confidential.
4. Bid processing fee and Earnest Money Deposit must accompany all RFP offers as specified in this RFP document and it should be handed over to the bank in a separate cover. The EMD, if submitted in Bank Guarantee form, should reach to above mentioned address of India Post Payments Bank Ltd on or before the closing date as mentioned in the above RFP timelines. This cover containing EMD in BG form shall be opened along with online Technical Bids.

5. The Bank reserves the right to reject any or all offers without assigning any reason.
6. All communication with regards to this request for proposal needs to be directed to IPPB directly either through email / hardcopy at the addresses mentioned above and within the stipulated time.
7. RFP offers will be opened in the presence of the bidder's representatives who choose to attend the opening of the RFP on the above-specified date, time, and place. A maximum of TWO representatives will be allowed who will be the authorized personnel. A letter of authorization has to be presented to the bank duly issued by the competent authority of the bidder company.
8. Eligibility criteria, Terms and Conditions and various formats and pro forma for submitting the RFP offer are described in the RFP document.
9. Tender offers will be opened in the presence of the bidder's representatives who choose to attend the opening of the tender on the above-specified date, time and place. **The representative needs to carry an Authorization certificate** from their competent personnel to attend the meeting as per [Annexure – 13 Authorisation letter](#)

**Common terms of reference / definition**

Sr	Definitions of some common terms & Abbreviations	
1	Bank	India Post Payments Bank
2	DoP	Department of Posts
3	Bidder / Respondents	Applicants applying for this RFP and are interested in providing the product / services as per the RFP document.
4	Document	Refers to this RFP document
5	Contract / Agreement	Refers to the master services agreement (including service agreements, terms, and conditions etc.) to be signed between IPPB and the selected bidder
6	Proposal / Bid / Application / Tender / Offer	Refer to the bid submitted by the bidder in response to the RFP herein.
7	User	Refer to the Bank employees and other identified personnel
8	Intellectual property Rights	Shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing)
9	RFP	Request for Proposal
10	Contractor /Supplier /Vendor	Final successful Bidder to whom the contract will be awarded
11	EMD	Earnest money deposit
12	CBS	Core Banking Solution
13	OEM	Original Equipment Manufacturer
14	SLA	Service Level Agreement
15	MoU	Memorandum of Understanding
16	IST	Indian Standard time GMT + 5:50
17	INR / Rs	Indian Rupee
18	PBG	Performance Bank Guarantee
19	SLA	Service Level Agreement
20	UDIR	Unified Dispute & Issue Resolution system
22	PSP	Payment Service Provider
23	POSB	Post Office Saving Bank

**Interpretations**

- Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- The singular includes the plural and vice versa.

- 
- Reference to any gender includes each other gender.
  - The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
  - The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
  - A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented, or replaced from time to time provided they are amended, supplemented, or replaced in the manner envisaged in the relevant documents or agreements.
  - A reference to any statute, regulation, rule, or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
  - Any agreement, notice, consent, approval, disclosure, or communication under or pursuant to this Agreement is to be in writing.
  - The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

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## 1 PART – A – GENERAL TERMS AND CONDITIONS

### 1. Introduction

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.

The bank 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 bank and its customers. Around 1.5 lakh micro-ATMs are distributed to Postal staff for carrying out business of IPPB. The Bank 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).

The detailed scope is as described under [PART – B – BID SPECIFIC CLAUSES](#) of this document. Selection will be made based on the method as described in the following sections after meeting the eligibility criteria.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regards to this proposal needs to be directed to all the addresses mentioned above.

## 2. Tender Fees

As part of the technical bid submission, the bidders are required to deposit the tender fees as mentioned under the [Invitation for Request for Proposal \(RFP\)](#).

The bidders who are claiming tender fees exemption under MSME Act / or any other government provision(s) are required to fill in the details in the [Annexure – 3 Bidder Details](#) and attach the necessary documents.

## 3. EMD

The bidder shall furnish, as part of its Technical Bid, Earnest Money Deposit as mentioned in the Invitation to Bid. The earnest money deposit shall be denominated in Indian Rupees only. EMD can be deposited either in form of NEFT/ RTGS / Insurance Surety Bonds / Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee as per [Annexure 12 – Bank Guarantee format for Earnest Money Deposit](#). The EMD to be valid for a period of **180** days from the date of bid submission.

The bids not secured in accordance with the above will be rejected by the Bank as non-responsive.

The EMD may be forfeited:

- a) If the bidder withdraws its bid during the period of bid validity specified by the bidder

**OR**

- b) In case of the successful bidder, if the bidder fails:

- I) To sign the contract within timelines stipulated in LOI

- II) To furnish performance bank guarantee within timelines stipulated in LOI

Earnest Money Deposit of all bidders, except successful bidders, shall be refunded on declaration of successful bidders by obtaining claim letter from the bidders. In case of successful bidders, the same shall be refunded upon furnishing of the performance bank guarantee.

The bidders who are claiming EMD exemption under MSME Act / or any other government provision(s) are required to fill in the details in the [Annexure 3 – Bidder Details](#) and attach the

necessary documents. Also, these bidders are required to submit the Bid security declaration as per [Annexure 19 – Bid Security Declaration](#)

The following bidders are exempted from submitting EMD;

1. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
2. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
3. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
4. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
5. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
6. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
7. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
8. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
9. Central / State PSUs.
10. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

#### 4. Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English language.

#### 5. Signature

The covering letter and all documents must be signed with the Bidder's name and by an Authorized Signatory of the Bidder, who is authorized to commit the Bidder to contractual obligations. All obligations committed by such signatories are liable to be fulfilled by the Bidders who would be selected to carry out the project as per the terms of this RFP.

All the commitments, obligations and responses (all the pages) against this RFP must be signed by the signatory of the Bidder and are enforceable through SLA / MSA and tender document which may be signed at the end of the bidding process.

#### 6. Bid / RFP Submission Process

1. Bank will not accept delivery of Bid in any manner other than that specified in this document. Bid delivered in any other manner shall be treated as defective, invalid, and rejected.
2. An authorized signatory of the Bidder shall initial all the pages of the original Bid. The authorization shall be in the form of a written Power of Attorney in [Annexure – 9 Power of Attorney for signing of application](#) for signing of application accompanying the Bid or in any other form demonstrating that the signatory has been duly authorized to sign.
3. The Bidders are required to submit soft copies of their Bids electronically on the GEM Portal. More information useful for submitting online Bids on the GEM Portal may be obtained at [www.gem.gov.in](http://www.gem.gov.in)

4. Bidders are required to enrol on the GEM Portal. The enrolment process and other details are available on the portal itself. The interested bidders may take help of the GEM portal for the same.
5. Bidder has to abide with the all the standard procedures and terms and conditions of the GEM portal. Bidders should also read the special instructions, manuals, etc as available on GEM portal.
6. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
7. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GEM Portal.
8. The Bidders should upload the scanned copies of all relevant certificates, documents etc. on [www.gem.gov.in](http://www.gem.gov.in) in support of their RFP. The Bidder should sign on all statements, documents etc. uploaded by them owning responsibility for their authenticity. Bids must be submitted online by the last date and time indicated in the Bidding document.
9. Bidders are strongly advised not to wait till the last day for uploading and submitting their bids.
10. Bidders are required to submit bids as per the format specified in this document. Submission of the Bids in wrong format will result in the Bid being deemed non-responsive.
11. The following official(s) of IPPB shall be available for any assistance for this for RFP/bid related queries:

Sr	Name of Official	Designation	Email ID	Contact No.
1.	Mr Rishikesh Sharma	Manager	<a href="mailto:rishikesh.ks@ippbonline.in">rishikesh.ks@ippbonline.in</a>	011-2348 5796

12. The bids shall be submitted in two parts enclosed in two separate documents:

- a. Technical Bid
- b. Commercial Bid

All the pages of the proposal including annexures and documentary proofs should be numbered and signed by the authorized signatory.

The proposal should be prepared in English in PDF format and to be uploaded on GEM portal as per the requirement.

## 7. Performance Security / Performance Bank Guarantee

The Performance security may be furnished in the form of Insurance Surety Bonds, AC Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Bank Guarantee from a commercial bank or online payment in the account of IPPB.

The successful bidder(s), whose bid is accepted, will be required to furnish Performance Security / **Performance Bank Guarantee of 3% of the purchase** Order or as decided by the Bank within the period specified (within 15 days of issue of letter awarding the tender as successful bidders). PBG should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the selected bidder. In case the bidder fails to deposit the said performance guarantee within the period as indicated above, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid Performance Guarantee.

The terms and conditions for the Performance Bank Guarantee are as follows:

1. The Performance bank guarantee shall be in the standard format as per [Annexure – 12 Bank Guarantee for Performance Guarantee](#)

2. The Performance Bank Guarantee shall be issued by a Scheduled Commercial Bank in India.
3. The Performance Bank Guarantee shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the successful Vendor
4. The Performance Bank Guarantee so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank.
5. Each page of the Performance Bank Guarantee must bear the signature and seal of the BG issuing Bank and Performance Bank Guarantee number.
6. In the event of the Vendor being unable to service the Agreement or causing delay in providing the requisite service for whatever reason, the Payment Bank reserves the right to invoke the Performance Bank Guarantee at its sole discretion.
7. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the Agreement in the matter, the proceeds of the Performance Bank Guarantee shall be payable to Bank as compensation by the successful Vendor for its failure to complete its obligations under the Agreement. Bank shall notify the successful Vendor in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the successful Vendor is in default.
8. The Payment Bank shall also be entitled to make recoveries from the successful Vendor's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
9. The Performance Bank Guarantee may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the successful Vendor under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

#### **8. 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 documents / undertaking letter along with their technical bids duly signed by their statutory auditor or cost auditor (in case of companies) or from a practising 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 in the attached format [Annexure – 16 Certificate of Local content](#)

The bidders are advised to further refer the latest government guidelines related to the Public Procurement (Preference to Make India) order 2017 and its subsequent revision. The bank will comply to the said guidelines.

In cases wherein this order is applicable to any bidder, it is requested to submit the local content certificate in accordance with government guidelines.

Also, the bidders to note that the RFP is not divisible in nature.

#### **9. Compliance to Government Law**

The Bank will adhere to the OMs no. 6/18/2019- PPD dated 23rd July and 24th July, 2020 & its subsequent notifications/ revisions issued by the Department of Expenditure (Ministry of Finance) of the Govt. Of India having guidelines regarding procurement from bidders from a country or countries which share land boundary with India. The bidders have to submit the registration certificate / undertaking along with the technical bid as per the attached format as [Annexure – 14 Undertaking under Rule 144 \(xi\)](#)

## 10. MSE Provisions

The provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), as circulated by The Ministry of MSME, GoI shall be applicable. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs). Such MSEs would be entitled for exemption from furnishing application fee (bid price) and Earnest Money Deposit (EMD).

The RFP is NOT divisible in nature.

## 11. Terms and Conditions

### 1.11.1 Period of validity of bids

The process of bid evaluation, approval and subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for **90 days** from the due date of submission of bids (from Due Date) as prescribed by the Bank for acceptance. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

A quotation once accepted, shall be valid for further period of **90 days** from date of acceptance of quotation / award of Purchase Order. Bank will be at liberty to place order within this period of **90 days**.

### 1.11.2 Modifications and withdrawal of bids

No bid can be modified by the bidder after the closing date and time for submission of bids.

### 1.11.3 Clarification of bids

A bidder requiring any clarification on this document may notify the bank in writing by e-mail at the email address provided in the "RFP Summary Sheet". Bidders shall send the queries only in the prescribed format specified in [Annexure – 7 Query Format](#) mentioned in the document.

No requests for clarification will be accepted by telephone. Bank shall respond over email or in writing and post online any request for clarification of the RFP document that it receives until the date mentioned in RFP Summary Sheet. Any questions submitted post the clarification submission date shall not be considered by the bank. In no event will the bank be responsible for ensuring that bidder's inquiries have been received by the bank.

### 1.11.4 Erasures or alterations

The proposal / documents submitted by the bidder on the GEM portal would be considered as the official / final submission by the bidder.

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled. No columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given in this document, are liable for rejection. Correct technical information of the product / service being offered must be filled in. Filling in of the information using terms such as "OK", "accepted", "noted" may not be acceptable. The bank may treat offers not adhering to these guidelines as unacceptable.

#### 1.11.5 Revised bids

If necessary, the bank reserves the right to call for revised technical or commercial bid from all the eligible bidders for the selection of the said RFP.

#### 1.11.6 Non-transferable offer

If the bank issues a physical tender document, then the same is not transferable. Only the party to whom it is issued is entitled to submit the offer to the bank.

#### 1.11.7 Confidentiality

The information given in this document is confidential and is for use by the bidder to whom it has been issued. Each party, i.e. the Bank and the bidder, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order/ Agreement confidential, including the price information.

The Confidentiality of customer's information should be maintained even after the contract expires or gets terminated

#### 1.11.8 Cost and Currency

The offer must be made in Indian Rupees only.

The total price quoted should be inclusive of applicable duties, levies and charges, etc. The GST details to be mentioned separately. All costs should be given in Figures and Words. No cost variation will be permitted other than statutory dues (Upward revision of service taxes / GST will be borne by the Bank and benefit of downward revision of taxes shall be passed by the bidder to the Bank).

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

#### 1.11.9 Compliance to Terms and Conditions

It is essential that all the bidders should agree to all the mentioned terms and conditions, and they should submit one statement to that effect on the letterhead of the bidder along with the technical bid as per [Annexure – 1 Conformity Letter](#); otherwise, the offer shall be rejected.

#### 1.11.10 Applicable law and jurisdiction of court

This RFP shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

#### 1.11.11 Additional Terms and Conditions

Following additional terms and conditions shall apply to the evaluation process:

##### 1.11.11.1 Bidder warranties

By submitting a Response, Bidder represents and warrants to the Bank that, as at the date of submission:

- i. The Bidder has fully disclosed to the Bank in its Responses all information which could reasonably be regarded as affecting in any way evaluation of the Response;

- ii. All information contained in the Bidder's Response is true, accurate and complete and not misleading in any way;
- iii. 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 if the Response is successful;
- iv. 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's business, assets or financial condition, or IPPB's reputation or render the Bidder unable to perform its obligations under the Service level agreement, if any or have a material adverse effect on the evaluation of the responses by; and
- v. The Bidder has not and will not seek to influence any decisions of IPPB during the evaluation process or engage in any uncompetitive behaviour or other practice which may deny legitimate business opportunities to other Bidders.

#### 1.11.11.2 Confidentiality

Bidder must keep confidential any information received from or about IPPB as a result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing prior to submissions, Responses are not confidential and may be used by Bank in whole or part. Bank, however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law. Additionally, and at any point of the evaluation and selection process, Bank may require the Bidder to execute an NDA if the Bidder has not executed an NDA with Bank previously.

#### 1.11.11.3 Not an offer to contract

This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. IPPB reserves the right to make no selection and enter into no agreement as a result of this RFP.

#### 1.11.11.4 Bank's Right

It should be understood that your response to this RFP constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, the Bank may, at its option, incorporate all or any part of your response to this RFP in the contract. Bank reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer.

The draft copy of the Master Service Agreement, Integrity Pact as well as Non-Disclosure Agreement (NDA) is part of this RFP. Any bidder who intends to participate in the RFP must undergo through the RFP inclusive of the documents and must agree to all the terms and conditions.

While the Bank has an [Annexure – 6 Comments on Terms and Conditions, Services and Facilities](#) for the bidders to share their comments & suggestions on the terms and conditions of the RFP, the Bank has complete discretion to accept/reject the comments & suggestions.

Any doubt / clarity / query regarding the RFP including the draft MSA / NDA / Integrity pact must be raised in the pre-bid format.

#### 1.11.11.5 Financial documents

IPPB may request additional financial/ business information from the Bidder at its discretion.

#### 1.11.11.6 Selection criteria

The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid. Financial bids of those companies which do not meet the evaluation standard, will not be opened and processed further.

#### 1.11.11.7 Representation and Warranties

Successful 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 successful 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
- 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 successful 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 successful Bidder threatened against or otherwise involving the successful Bidder which could have an adverse effect on its business, assets or financial condition or upon IPPB's reputation;
- j. That the successful Bidder will immediately notify IPPB of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the successful Bidder business, assets or financial condition, or IPPB's reputation or render the successful Bidder unable to perform its obligations under the agreement, if any or have a material adverse effect on the evaluation of the responses by Bank; and
- k. The successful 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 successful Bidders

#### 1.11.11.8 Termination/or suspension of evaluation process

Bank reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but IPPB is not obliged to provide any reasons.

#### 1.11.11.9 Other Rights

Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, IPPB may at any stage of the evaluation process:

- a. Require additional information from a Bidder;
- b. Change the structure and timing of the evaluation process;
- c. Terminate further participation in the evaluation process by a Bidder;
- d. Terminate negotiations being conducted with a Bidder;
- e. Vary or extend the timetable and evaluation process

#### 1.11.11.10 Responsibility for Costs

Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing IPPB with the response, the revised response or any additional information).

#### 1.11.11.11 Non-Reliance by Bidder

Bidder, by submitting a response, acknowledges that:

- a. it does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by IPPB in writing;
- b. it has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
- c. Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.

#### 1.11.11.12 IPPB's right to vary

IPPB reserves the right to vary any aspect of this evaluation process, RFP without liability to Bidder. Where IPPB varies any aspect of this evaluation process or the agreement, the bank shall notify the Bidder of that variation.

#### 1.11.11.13 Incorporation of Responses into agreement

The successful bidder as concluded by the Bank shall sign a service level agreement. Bank may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final service level agreement. The bank may require a successful Bidder to submit, before finalization of the service level agreement, details of issues which may affect their ability to act as a Bidder.

#### 1.11.11.14 Indemnity

- a. The bidder (the "Indemnifying Party") undertakes to indemnify bank (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, employees, 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 Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the bidder's employees, agents or representatives.

The bidder shall further indemnify the Bank 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 Bank deliverables at all points of time,

- b. The indemnities set out in point "a" shall be subject to the following conditions:
  - i. 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;
  - ii. 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;
  - iii. 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;
  - iv. 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;
  - v. all settlements of claims subject to indemnification under this Clause will
    - a. 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

- b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; vi. 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;
- vi. 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;

#### 1.11.11.15 Order Cancellation

The bank reserves its right to cancel the order (fully or partially) in the event of work not done as per the mutually agreed terms & conditions. In addition to the cancellation of the purchase order, the bank reserves the right to appropriate the damages from the performance bank guarantee (PBG) given by the bidder and/or foreclose the bank guarantee for damages / losses incurred by the bank. The vendor shall continue to fulfil the contract to the extent not terminated.

#### 1.11.11.16 Force Majeure

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In case of a FM, the contract frees both parties (bank & the vendor) from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. However, this does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The parties have to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, IPPB may at its option terminate the contract.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the vendor would not be liable for imposition of any such sanction so long as the delay and/or failure of the vendor in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

#### 1.11.11.17 Blacklisting

If the bidder fails to perform the obligations as per this RFP and the agreed terms of this RFP or withdraws his/her bid or his/her performance is found to be unsatisfactory by the Bank (India Post Payments Bank Ltd.), the Bank may at its sole discretion blacklist the bidder from participating in any offer by the Bank calling Bids, for a period of 2 years. The bank may also publish the details of the blacklisted bidders on its website and can share the same with the IBA (Indian Bank's Association).

#### 1.11.11.18 Intellectual Property Rights

The name, logo, design, data (including and not limited to customer data of IPPB), information, 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.

#### 1.11.11.19 Liquidated damages

If the vendor fails to comply with the terms of this TENDER, the Bank shall, without prejudice to its other remedies available to it, deduct from the Performance Bank Guarantee or any payments due to the vendor, as agreed estimated liquidated damages, a sum up to a maximum deduction of **5% (Five percent)** of the contract value. In the event of deduction of **5%** of the contract value under this agreement and in event of further compliance failure on part of the vendor, the bank reserves the right to terminate the contract.

The payment or deduction of such Liquidated Damages shall not relieve the vendor from his obligations to complete its obligations under this Agreement.

The parties agree that the Liquidated Damages set out hereunder are genuine pre- estimate of costs and losses likely to be incurred by the Employer due to a failure to comply with the terms of the TENDER.

#### 1.11.11.20 Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Service Provider to IPPB, whether under the contract, in tort or otherwise, shall be limited to the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Bank or due to breach of Intellectual Property Rights or due to breach of confidentiality obligations .

#### 1.11.11.21 Precedence of Documents

If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

#### 1.11.11.22 Resolution of disputes and arbitration

The bank 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 bank and designated representative of the bidder. If designated officer of the bank and representative of bidders are unable to resolve the dispute within a reasonable period as deemed fit by the Bank, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and bidders respectively. If the parties fail to resolve the dispute within 21 (Twenty-One) days after the commencement of such negotiations, the Bank 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 or such other place in India as may be mutually agreed to between the parties.
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 Indian Courts 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.

**1.11.11.23 Governing Laws & Dispute Resolution**

The RFP and selection process shall be governed by and construed in accordance with the laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

**1.11.11.24 Disclosure and return**

In the event that you elect not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return this document and certify in writing to the bank, that all copies have been deleted in soft copy and destroyed, for hard copy.

## 2 PART – B – BID SPECIFIC CLAUSES

### 1. Scope of Work – Brief Description

The Bank is looking for Tax Consultant(s) to advise and assist in administration and compliance of both Direct and indirect taxes applicable to the Bank as detailed in the Scope of Work. Interested bidder may submit their proposal for either or both the scope of work specified below (any one of indirect tax or direct tax or for both). Selection will be made based on least cost consultancy service provider for each of the required scope from bidder meeting the eligibility criteria (i.e. bidder for whom the total cost of engagement for direct tax / indirect tax is least will be taken as successful bidder for that particular scope).

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regard to this proposal needs to be directed at contact information mentioned above.

Bank has obtained GST registrations in all the States and Union Territories as Bank is operational across India. **As on date 31.03.2023 Bank is having 36 GSTINs.**

#### 2.1.1 Scope For Indirect Taxes

##### 1. Routine Advisory Services, Support and updates for Indirect Taxes –

- i) The scope of work shall cover advisory services in relation to the following indirect tax laws:
  - a) The Finance Act, 1994 for levy of service tax on services
  - b) Customs Act, 1962, ('Customs') for levy of duty on import of goods
  - c) Goods and Services Tax Law
- ii) To provide opinion to Bank on valuation and taxability of various income streams (interest, service charges, fees and commission, etc.).
- iii) To provide opinion on valuation and taxability of import and export of services
- iv) To provide opinion to the Bank on availment, utilisation and reversal of GST credit / Input credit on various input services utilized / inputs / capital goods purchased by the Bank
- v) To provide opinion in respect of accounting of various taxes (including but not limited to output and input services) in consultation with the auditors of the Bank
- vi) Providing opinions/ comments/ clarifications on various tax issues raised by the branches and other units (including planning, compliance and procedural aspects within the laid down rules) arising thereto from time to time
- vii) Review of various circulars to be issued to the circles/branches in respect of tax and related matters
- viii) To advise various departments of Corporate office/Branches/access points in complying with various taxes and the related regulations upon specific requests by IPPB
- ix) To review, advise the amendments/developments in Core Banking System, Merchant solutions or any other software being used by the Bank from a tax compliance perspective
- x) To provide any other advice to the Bank on any other tax related issues sought by the Bank
- xi) to provide verbal and written advice on all routine/procedural GST compliance issues upon specific request from company
- xii) Advise as IPPB undertakes classification of output services (HSN/SAC and Rate of tax)
- xiii) Provide updates covering the latest developments in Central GST Laws/ GST Laws of the relevant States in terms of amendments in law, notifications, departmental circulars and trade notices
- xiv) Advisory and establishing GST processes for all GST receipts such as customer transactions.

- xv) To Study the existing IT Applications and verify the system output from Bank's IT System from GST perspective and advise on necessary changes required as and when changes in GST is announced. Also to check once necessary changes have been made based on the suggestions.

## 2. Tax compliances, Preparation, Filing and all related assistance for indirect taxes

- i) To prepare and filing of all applicable GST returns for the Bank
- ii) To verify Input Tax Credit including 2A & 2B matching
- iii) Computation of ITC ratio as per Section 17(2) and 17(4) of GST Act
- iv) To check veracity and correctness of data before filing of GST returns.
- v) To review and suggest overall improvement in regulatory compliance, if considered necessary
- vi) Advising on determination of Time of Supply, Place of Supply of Goods or Services or any other Rules with respect to GST of routine nature.
- vii) Advising on determination of Time of Supply, Place of Supply of Goods or Services or any other Rules when a new product is launched.
- viii) To assist the bank in reconciliation of revenue/expenses/ITC/GST liabilities as per books and returns and filing of the monthly/ quarterly / annual returns.
- ix) Bidder, may use, if required, their proprietary software for compliance purpose. Such software to be secured and subject to approval from IT Dept. of IPPB.
- x) All necessary associated activities such as inter-branch billing / documentation etc. pertaining to Cross charge to be carried out by the consultant.
- xi) Updation of details in GST portal as and when required

## 3. Assessment Proceedings / Appeals under the GST law

- i) Assistance in GST proceedings, anti-evasion proceedings/ Anti-profiteering, etc.
  - a) To represent before the competent authorities in connection with the assessment proceedings and related matters.
  - b) To assist in collation of documents/details etc. and preparation of various annexures etc. as may be required
  - c) To appear before various Centre and State GST authorities including but not limited to DGCEI, Anti-evasion, CERA etc. and respond to the queries raised by the authorities
  - d) To draft replies to demand cum show cause notices received by the Bank from tax authorities.
- ii) Assistance in Appellate Proceedings which shall cover the following:
  - a) Discussions with the management on proceedings initiated by Tax Authorities
  - b) Assistance in drafting stay petitions, appeals etc. (involving inter-alia finalization of Grounds of Appeal, Statements of facts etc.) in the prescribed format for filing with the Appellate Authority and Goods and Services Tax Appellate Tribunal
  - c) To represent IPPB before the above mentioned appellate authorities
  - d) Briefing Counsels engaged by IPPB in respect of matters before Appellate Authority / Appellate Tribunal / High Court / Supreme Court
  - e) Briefing Counsels engaged by IPPB for obtaining opinions on various matters
  - f) Review the orders passed by the Assessing Officer/Appellate Authority /Appellate Tribunal /High Court/Supreme Court for this purpose and preparation of letters to the said authorities in response to the same.

## 4. Goods and Services Tax (GST) regime

- i) To provide updates in respect of GST law and analyse the impact of such updates / amendments in law on IPPB and assist the Bank in submitting feedback/suggestions to CBEC, Indian Banks Association or other appropriate Authority
- ii) Put in place necessary checks to ensure integrity of data being received at the centralised platform
- iii) Guidance/advises for developing necessary tools for review, monitoring, reporting and compliance with reports required in GST regime
- iv) To advise the Bank about accounting schema to comply with GST Rules
- v) To assist in drafting and filing representation before the concerned Government Authorities
- vi) Continue advising on issues related to previous filing done by the bank

India Post Payments Bank (IPPB) has GST registration in all States and Union Territories. Scope will cover ensuring GST advisory, implementation and compliance for all registrations.

## 2.1.2 Scope For Direct Taxes

### 1. Advisory services for Direct Taxes

- i) The scope of advisory shall cover The Income Tax Act, 1961 and Income Tax Rules, 1962
- ii) To provide opinions on the industry issues relevant to payment banks for recognition of income, allowability of expenses, etc.
- iii) To advise on the availability of various treaty benefits available in case of transactions with non-residents.
- iv) To provide opinions on tax treatment to be given to Government grants / subsidies / incentives.
- v) To provide opinions on the tax treatment for expenditure incurred and income earned during set up of business or on opening, closing or sale of branches.
- vi) To provide opinions/ comments/ clarifications on various tax issues raised from time to time by Bank, its branches and units.
- vii) To provide opinion on the applicability of the withholding of taxes on various expenses incurred by Bank including branches and units
- viii) To provide regular updates on the latest development from time to time.

### 2. Tax compliances for direct taxes

- i) To review and file necessary TDS filing (Form 24Q, 26Q, 27Q, 27EQ, etc. - original / revised) for various areas such as interest payment, salary payment, payment to vendors, Incentive payments to GDS etc. for residents as well as non-residents.
- ii) Downloading of Form 16/16A (TDS Certificates) from TRACES website.
- iii) Preparation and Filing of form 60/61 and Statement of Financial Transaction (SFT)
- iv) To guide and filing of various Forms with the income tax authorities manually or through online portals in the course of its banking operations.
- v) Preparation and filing of Return of Income and Revised return of Income, Form 29B certificate, Form 3CD, Computation of Advance Tax liability on quarterly basis, Form 15CA and obtaining Form 15CB for foreign remittances to Non-residents, Form 15CC, Review of TDS position on all the payments including payments made to Non-Residents
- vi) Assistance in obtaining Transfer Pricing Study report, if any, and filing of Form 3CEB.

### 3. Assessment Proceedings / Appeals under the Direct tax laws.

1. To draft appeal papers and file appeals before appellate authorities on behalf of the Bank in relation to Direct Tax matters (including withholding tax, etc.)

2. To represent IPPB before the Tax authorities in connection with the assessment proceedings and related matters and responding to the queries raised by the authorities
3. To provide opinion on the issues raised in audit conducted by the various authorities not limited to Anti-evasion, Income Tax, etc.
4. To draft replies to notices received by the Bank and to prepare draft of the appeals to be filed with the Income Tax Authorities
5. Briefing Counsel for obtaining opinions and preparing the minutes
6. Review of Tax orders passed by the Income tax authorities for this purpose and preparation of letters to the respective Tax authorities in response to the same
7. Review of Tax orders passed by the High Court for various assessment years
8. Assist in the review of computation of income and taxable income determined by the Income Tax Authorities to verify whether it is prepared in accordance with the provisions of the Income Tax Act and take necessary action for rectification if any discrepancies are found.
9. To prepare and assist in filing of the applicable tax returns for the bank as per the norms

Advising, guiding on any other issues related to Compliance with all relevant Rules and provisions related to the various taxes other than mentioned above.

## 2. Payment Terms

1. All payments shall be subject to deduction of taxes at source as per applicable laws.
2. Payment to the selected bidder would be made on a monthly retainer-ship basis. The payment for scope of work as mentioned in the above clauses for Indirect and Direct tax and will be made within 15 days of receipt of invoice on successful completion of this activity and acceptance of deliverables by IPPB.
3. The monthly retainer-ship charges to remain fixed for the period of engagement irrespective of amount of work during a particular period. There will be no advance payment made by the Bank to the bidder for any part of the services within the scope of work.
4. Any expenses for items such as personnel accommodation, air fare, etc. have to be borne by bidder themselves. Bank will not be responsible for any such expenses in discharge of duty by the consultant for the scope of work covered under this RFP.
5. For appearing / hearings / proceedings under the law where consultant is asked to represent the Bank before the competent authorities, in such a case, local conveyance may be granted with prior approval of the Bank. Only in extreme circumstances, air-fare may be approved for senior partner / consultant for the exigencies of the Bank, with prior written approval of the Bank.
6. Before incurring any such expenses, the bidder must take an approval from the bank, and then only make the bookings. If the bidder fails to do so, the bank may not process the claim from the bidder. The payment of such items shall be made separately upon receiving an invoice from the bidder.

## 3. Penalties

Bank will reserve the right to deduct from the remuneration to be paid to the Consultant, in the event of the following:

Reason	1st instance	2nd instance	3rd instance
Failing to visit our office as and when required by the Bank.	Caution Note	10% of the monthly remuneration for that service	40% of the monthly remuneration for that services
Inordinate delay in responding to the references made by the Bank	Caution Note	10% of the monthly remuneration for that service	40% of the monthly remuneration for that services
Failing to attend personal hearing (local/ outstation)	Caution Note	10% of the monthly remuneration for that service	40% of the monthly remuneration for that services.

On or after third instance, Bank may terminate the contract forthwith without any further notice / intimation. The termination of the agreement will not limit recourse available to IPPB against the consultant.

#### 4. Disciplinary action for professional misconduct

The selected Bidder should be subject to disciplinary rules as enumerated in Sec (2) of the Chartered Accountant Act 1949 or other such regulation relevant for the organization.

#### 5. Contract Validity Period

The contract shall be valid for a period of 3 years post signing of the contract. This term can be extended for another period of 24 months depending on the performance of Bidder / need of the bank and mutual understanding at the same rates and terms and conditions.

#### 6. Bid Management

##### 2.6.1 Opening of RFP

For bids received within the prescribed closing date and time, the Technical Bids will be opened in the presence of bidders' representatives who choose to attend the opening of the offer on the date and time decided by the Bank as mentioned in this document; any change shall be informed to bidders through GEM portal/ Bank's website/ e-mail to the authorized representative. The representatives of bidder's present shall sign a register of attendance.

Only of the bidders, who have been deemed qualified in technical evaluation, commercial bid will be opened on prospective dates which will be communicated through GEM portal / Bank Website/ email.

##### 2.6.2 Shortlisting of Bidders

For responses received within the prescribed closing date and time the Bank will scrutinize the offers received to determine whether they are complete and as per the requirements, and whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.

The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.

Upon receipt of applications (RFP) the same shall be scrutinized and evaluated by the Bank and the Bank will shortlist /select bidders as per requirement and the same shall be communicated to the bidders. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by IPPB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission.

### 2.6.2.1 Bidder Eligibility Criteria

To be considered for selection by the Bank, the bidders should meet the following criteria. The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

Sr	Eligibility Criteria	Documents in support
<b>A</b>	<b>GENERAL &amp; LEGAL</b>	
1.	<p>The Bidder / firm should have been registered with ICAI and practicing continuously in India for the last 5 Financial years as on 31.03.2023.</p> <p>OR</p> <p>The bidder should be a private / public limited company and must be registered with Registrar of Companies in India or be a registered partnership firm.</p>	<p>Constitution Certificate issued by ICAI. The bidder should also submit the certificate issued by the Registrar of Firms.</p> <p>OR</p> <p>Certificate of Incorporation issued by Registrar of Companies</p> <p>An undertaking for being in continuous business of providing tax consultancy services for the last 5 Financial years.</p>
2.	<p>Bidder should have minimum 4 partners (Qualifying Partners), and at least 4 C.A. employees (Qualifying Employees) on its payroll (as on 31.03.2023).</p> <p>All qualifying partners and employees must be associated with the Bidder for a period a period od minimum one year as on 31.03.2023.</p>	<p>Details of respective partner, CA employees along with copy of respective Partner's/ Employee's CA certificate.</p> <p>Details to be provided as per respective Annexure.</p> <p>a.</p>
3.	<p>Bidder should have a full-fledged office in Delhi (including NCR region) for at least last five Financial years (as on 31.03.2023).</p> <p>The bidder will assign the resource personnel from the same office for the said assignment.</p>	<p>Details to be provided for office in Delhi-NCR for last five years.</p> <p>Undertaking letter stating that the resource personnel will be from the same office for the said assignment.</p>

Sr	Eligibility Criteria	Documents in support
4.	<p>Bidder should not have been Blacklisted / debarred from any of the Central / State Governments / PSU / Regulatory Institution in India as on the date of RFP submission.</p> <p>If any such issue comes to the notice of the Bank at a later date, Bank will be free to revoke the contract entered with the selected bidder and invoke bank guarantee at its discretion.</p>	<p>Bidder has to submit a Declaration in the format as mentioned in the <a href="#">Annexure – 8 Self-Declaration</a> of this RFP document.</p>
5.	<p>The Bidder should also ensure that there are no legal proceedings / inquiries / investigations have been commenced /pending against service provider by any statutory or regulatory or investigative agencies or any other agency for which performance under the contract will get adversely affected / may get affected.</p>	<p>Bidder has to submit a Declaration in the format as mentioned in the <a href="#">Annexure – 8 Self-Declaration</a> of this RFP document.</p>
6.	<p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.</p> <p><b>OR</b></p> <p>The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.</p>	<p>Bidder has to submit a Declaration in the format as mentioned in the <a href="#">Annexure – 14 Undertaking under Rule 144 (xi)</a> of this RFP document.</p> <p><b>OR</b></p> <p>If the bidder is registered with the competent authority then a Certificate of registration issued from the competent authority in the name of bidder / OEM.</p>
7.	<p>The bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners has not participated in the bid process.</p>	<p>Undertaking on Bidder letter head duly stamped and signed by the authorised signatory.</p>
8.	<p>The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned on plain paper. Bids shall be liable for rejection in case of non-submission of the same.</p>	<p>Bidder has to submit the Integrity Pact in the format as mentioned in the <a href="#">Annexure – 15 Integrity Pact</a> of this RFP document.</p>
<b>B</b>	<b>FINANCIAL</b>	
1.	<p>The bidder should have minimum annual turnover of <b>Rs.2.00</b> Crore in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-23 as per the audited balance sheet available at the time of submission of tender.</p> <p>This must be the individual company / firm turnover and not that of any group of companies / firms.</p>	<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth.</p> <p>The CA certificate in this regard should be without any riders or qualification and should clearly mention the UDIN number.</p>

Sr	Eligibility Criteria	Documents in support
2.	Bidder should have positive net worth in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-23	<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth.</p> <p>The CA certificate in this regard should be without any riders or qualification and should clearly mention the UDIN number</p>
<b>C</b>	<b>EXPERIENCE</b>	
<b>1</b>	<b>FOR INDIRECT TAX</b>	
a.	<p>Bidder should be regular Indirect Tax consultants at organization level to at least two Scheduled Commercial Banks / Payments Bank / Small Finance Banks which have a balance sheet size of more than Rs.1000 crores# as on 31.03.2023</p> <p>Above experience will be considered during past five years as 31.03.2023</p> <p>At least two year continuous engagement with the organization is required for considering regular indirect tax consultant. Scope of engagement to include consultancy on service tax matters and / or representing the service tax cases / appeals at various Appellant Authorities.</p> <p>(applicable for bidder participating for Scope of Indirect Taxes)</p>	<p>Client Certificate/ Appointment letter* issued by the relevant organization clearly indicating scope and the period covered.</p> <p>Details as per <a href="#">Annexure – VIII</a>.</p>
b.	<p>Bidder should have experience in <u>implementation of GST</u> system in at least one Banking Institution in India having Core Banking System (CBS) in Scheduled Commercial Bank/ Payment Bank/ Small Finance Bank.</p>	<p>Suitable document such as Client Certificate/ Engagement Letter* issued by the relevant organization clearly indicating implementation of GST as scope undertaken.</p> <p>(Implementation of GST system is an essential part of eligibility for bidder participating for Indirect Taxes)</p>
<b>2</b>	<b>FOR DIRECT TAX</b>	
a.	<p>For Direct Tax Consultant –</p> <p>Bidder should be direct tax consultants at whole organization level of at least two Scheduled Commercial Banks /Payment Banks / Small finance Banks which have a balance sheet size of more than Rs.1000 crores# as on 31.03.2023.</p>	<p>Client Certificate/ Appointment letter* issued by the relevant organization clearly indicating the period covered.</p> <p>Details as per <a href="#">Annexure – IX</a></p>

Sr	Eligibility Criteria	Documents in support
	<p>Above experience will be considered during past Five years as on 31.03.2023</p> <p>At least two year continuous engagement with the organization is required for considering direct tax consultant. Scope of engagement to include consultancy on direct tax matters and / or representing the tax cases/appeals at various Appellant Authorities.</p> <p>(applicable for bidder participating for Scope of Direct Taxes)</p>	
<p><i>*In case the bidder has provided both direct and indirect tax services to the client during the defined engagement period, Bidders may submit a single Client Certificate/ Appointment letter issued by the client with clearly defined scope of services provided under direct and indirect tax in the engagement.</i></p> <p><i>#For foreign banks the balance sheet size of India Operations will only be considered for this purpose.</i></p>		

#### 2.6.2.2 Evaluation of Eligibility Bids

IPPB will examine the bids to determine whether they are complete; whether the required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether the bids are generally in order. Satisfying the Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria and complies to all the forms and annexure will be taken up for further technical evaluation. IPPB may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder. If a Bid is not substantially responsive, it will be rejected by IPPB and may not subsequently be made responsive by the Bidder by correction of the nonconformity. IPPB's determination of bid responsiveness will be based on the content of the bid itself. IPPB may interact with the Customer references submitted by Bidder, if required.

#### 2.6.2.3 Technical qualifications

- c. The selection will be done as under;
- The bidder has to fulfill the eligibility criteria. The bidder who will fulfill the eligibility criteria will be termed as technically qualified.
  - The commercials of the technically qualified will only be opened on GEM portal.

#### 2.6.2.4 Commercial Bid

The bidder should quote as per Price Format in Indian Rupees as the all-inclusive price for the desired work/services. While submitting the financial bid, following must be kept in mind:

- The price quoted should include all costs associated with the assignment. Tax breakup should be provided by the bidder.
- The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
- The financial bid should be submitted in the Price Format given in [Annexure – 10 Commercial Bid](#)

### 2.6.2.5 Commercial Evaluation

The price bids of only technically qualified bidders will be opened, and detailed commercial evaluation shall be carried out by the IPPB. For each bid, Bid-price (exclusive of GST and inclusive of all other taxes and duties) shall be arrived at by considering lump-sum price quoted by the bidder in schedule of rates for the entire scope of work covered under the RFP.

**Note:**

1. Supporting documents requested should be arranged / numbered in the same order as mentioned above.
2. Failure to meet any of these criteria will disqualify the applicant and it will be eliminated from further process.
3. The IPPB reserves the right to verify and/or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive, and binding upon the company.

All certificates or documents should also be self-attested and attached/bind together. If at a later stage it is found that applicant has provided false information or has wrongly certified the conditions stated in the eligibility criteria, the applicant shall be liable for legal action and/or cancellation of agreement/contract/license.

### 2.6.2.6 Selection of L1 bidder

The bank will evaluate the commercial bids separately for Indirect Tax consultancy and Direct Tax consultancy. The bidder with the lowest commercials in each of the line item will be declared as the L1 bidder.

### 2.6.3 Bid Submission Process

#### 2.6.3.1 Documents for Technical Bid

Interested and eligible bidders may submit their proposal in the prescribed format (enclosed here) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the bank through the GEM Portal. The following documents are mandatory documents to be submitted along with the technical bid.

Sr	Document Description
1.	Tender Fees and its details (If tender fees is applicable)
2.	EMD Amount – Duly filled <a href="#">Annexure – 20 Bid Security Declaration</a>
3.	Document for EMD & Tender fees exemption (Submit only if exemption is claimed)
4.	Duly signed and stamped  a. GEM Bid Document b. RFP document  <u>along with all the issued corrigenda</u> , as a token of acceptance of terms and conditions of RFP.

Sr	Document Description
5.	Duly filled <a href="#">Annexure – 1 Conformity Letter</a>
6.	Duly filled <a href="#">Annexure – 2 Eligibility Criteria Compliance</a>
7.	Duly filled <a href="#">Annexure – 3 Bidder Details</a>
8.	Duly filled <a href="#">Annexure – 4 Bidder Response Cover Letter</a>
9.	Duly filled <a href="#">Annexure – 5 Past Experience</a>
10.	Duly filled (if any) <a href="#">Annexure – 6 Comments on Terms and Conditions, Services and Facilities</a>
11.	Duly filled <a href="#">Annexure – 8 Self-Declaration</a>
12.	Duly filled <a href="#">Annexure – 9 Power of Attorney for signing of application</a>
13.	Duly filled Masked <a href="#">Annexure – 10 Commercial Bid MASKED in technical bid</a>
14.	Duly filled <a href="#">Annexure – 14 Undertaking under Rule 144 (xi)</a>
15.	Duly signed & stamped <a href="#">Annexure – 15 Integrity Pact</a>
16.	Duly signed & stamped <a href="#">Annexure – 16 Certificate of Local content</a>
17.	Duly signed & stamped <a href="#">Annexure – 17 Non-Disclosure Agreement</a>
18.	Duly signed & stamped <a href="#">Annexure – 18 Master Service Agreement</a>
19.	Duly signed & stamped <a href="#">Annexure – 20 Declaration on absence of Conflict of Interest</a>

### 2.6.3.2 Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in [Annexure – 10 Commercial Bid](#)

A masked [Annexure – 10 Commercial Bid](#) format should be submitted in technical offer.

The Commercial Offer should give all relevant price information as per [Annexure – 10 Commercial Bid](#) format and should not contradict the Technical Bid document in any manner.

The bidders to **please note that DO NOT submit the FILLED annexure 10 b and 10 c along with Technical Bid document. If any price details are submitted in the TECHNICAL bid then the bid will be rejected and the bidder will be disqualified**

## 7. Terms and Conditions

### 2.7.1 Pricing Terms

The total price quoted should be inclusive of all costs, charges and expenses for providing the services mentioned within the scope of the RFP. Price quoted shall also be inclusive of applicable duties, levies and charges, local taxes etc. Applicable GST has to be specified separately in the Price Offer format. No cost variation will be permitted other than statutory dues (Upward revision of GST will be borne by the Bank and benefit of downward revision of taxes shall be passed by the bidder to the Bank).

### 2.7.2 Period of contract

The contract will be for a period of 3 years. The same may be further extended at the same or lower prices for 2 years (one year at a time). The extension will be based on the performance of the tax consultant.

### 2.7.3 Award of Contract

The contract shall be awarded to and the order shall be placed with selected L1 bidder based on the bid (technical and commercial) evaluation of the bid submitted by bidder. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order after that the order will be deemed accepted. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the purchase order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the purchase order by selected bidder.

### 2.7.4 Price Fall Clause

The Bidder undertakes that it has not supplied/is not supplying same or similar services/ items/ systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/ Department of the Government of India or any PSU or any Public Sector Bank during the currency of the contract and if it is found at any stage that same or similar services/ items/ products/ Systems or Subsystems were supplied by the Bidder to any other Ministry /Department of the Government of India or any PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

### 2.7.5 Delivery Address

The services of the consultant is primarily to be made available at IPPB Corporate Office, 2<sup>nd</sup> Floor, Speed Post center, Bhai Vir Singh Marg, New Delhi. The bank may also ask the consultant for any other location in Delhi and NCR.

### 3 PART – C – ANNEXURES

#### 1. Document Checklist

Sr	Document Description
1.	Tender Fees and its details (If tender fees is applicable)
2.	EMD Amount – Duly filled <a href="#">Annexure – 19 Bid Security Declaration</a>
3.	Document for EMD & Tender fees exemption (Submit only if exemption is claimed)
4.	Duly signed and stamped RFP document along with all the issued corrigenda, as a token of acceptance of terms and conditions of RFP.
5.	Duly filled <a href="#">Annexure – 1 Conformity Letter</a>
6.	Duly filled <a href="#">Annexure – 2 Eligibility Criteria Compliance</a>
7.	Duly filled <a href="#">Annexure – 3 Bidder Details</a>
8.	Duly filled <a href="#">Annexure – 4 Bidder Response Cover Letter</a>
9.	Duly filled <a href="#">Annexure – 5 Past Experience</a>
10.	Duly filled (if any) <a href="#">Annexure – 6 Comments on Terms and Conditions, Services and Facilities</a>
11.	Duly filled <a href="#">Annexure – 8 Self-Declaration</a>
12.	Duly filled <a href="#">Annexure – 9 Power of Attorney for signing of application</a>
13.	Duly filled Masked <a href="#">Annexure – 10 (a) Commercial Bid (MASKED)</a>
15.	Duly signed & stamped <a href="#">Annexure – 11 Bank Guarantee format for Earnest Money Deposit</a>
16.	Duly filled <a href="#">Annexure – 14 Undertaking under Rule 144 (xi)</a>
17.	Duly signed & stamped <a href="#">Annexure – 15 Integrity Pact</a>
18.	Duly signed & stamped <a href="#">Annexure – 16 Certificate of Local content</a>
19.	Duly signed & stamped <a href="#">Annexure – 17 Non-Disclosure Agreement</a>
20.	Duly signed & stamped <a href="#">Annexure – 18 Master Service Agreement</a>
22.	Duly signed & stamped <a href="#">Annexure – 20 Declaration on absence of Conflict of Interest</a>

## 2. Annexure – 1 Conformity Letter

(To be submitted on company letterhead)

To,  
The Chief Manager,  
India Post Payments Bank  
Corporate Office, 2<sup>nd</sup> Floor,  
Speed Post Centre Building,  
Bhai Veer Singh Marg,  
Gole Market, New Delhi – 110 001.

Sir,

**Sub:** - Response to the India Post Payments Bank RFP for Selection of Tax Consultant for IPPB

Further to our proposal dated DD.MM.YYYY, in response to the RFP document (hereafter referred to as "RFP DOCUMENT") issued by India Post Payments Bank ("Bank") we hereby warrant and confirm that:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the addendum issued (if any) including the changes made to the original documents issued by the bank, provided however that only the list of deviations furnished by us in [Comments on Terms and Conditions, Services and Facilities](#) of the main RFP document which are expressly accepted by the bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

The bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully

Authorised Signatory

Designation

Bidder's corporate name

### 3. Annexure – 2 Eligibility Criteria Compliance

Sr	Eligibility Criteria	Documents in support
<b>A</b>	<b>GENERAL &amp; LEGAL</b>	
1.	<p>The Bidder / firm should have been registered with ICAI and practicing continuously in India for the last 5 Financial years as on 31.03.2023.</p> <p>OR</p> <p>The bidder should be a private / public limited company and must be registered with Registrar of Companies in India or be a registered partnership firm.</p>	<p>Constitution Certificate issued by ICAI. The bidder should also submit the certificate issued by the Registrar of Firms.</p> <p>OR</p> <p>Certificate of Incorporation issued by Registrar of Companies</p> <p>An undertaking for being in continuous business of providing tax consultancy services for the last 5 Financial years.</p>
2.	<p>Bidder should have minimum 4 partners (Qualifying Partners), and at least 4 C.A. employees (Qualifying Employees) on its payroll (as on 31.03.2023).</p> <p>All qualifying partners and employees must be associated with the Bidder for a period a period of minimum one year as on 31.03.2023.</p>	<p>Details of respective partner, CA employees along with copy of respective Partner's/ Employee's CA certificate.</p> <p>Details to be provided as per respective Annexure. b.</p>
3.	<p>Bidder should have a full-fledged office in Delhi (including NCR region) for at least last five Financial years (as on 31.03.2023).</p> <p>The bidder will assign the resource personnel from the same office for the said assignment.</p>	<p>Details to be provided for office in Delhi-NCR for last five years.</p> <p>Undertaking letter stating that the resource personnel will be from the same office for the said assignment.</p>
4.	<p>Bidder should not have been Blacklisted / debarred from any of the Central / State Governments / PSU / Regulatory Institution in India as on the date of RFP submission.</p> <p>If any such issue comes to the notice of the Bank at a later date, Bank will be free to revoke the contract entered with the selected bidder and invoke bank guarantee at its discretion.</p>	<p>Bidder has to submit a Declaration in the format as mentioned in the <a href="#">Annexure – 8 Self-Declaration</a> of this RFP document.</p>
5.	<p>The Bidder should also ensure that there are no legal proceedings / inquiries / investigations have been commenced /pending against service provider by any statutory or regulatory or investigative agencies or any other agency for which performance under the contract will get adversely affected / may get affected.</p>	<p>Bidder has to submit a Declaration in the format as mentioned in the <a href="#">Annexure – 8 Self-Declaration</a> of this RFP document.</p>

Sr	Eligibility Criteria	Documents in support
6.	<p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.</p> <p><b>OR</b></p> <p>The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.</p>	<p>Bidder has to submit a Declaration in the format as mentioned in the <a href="#">Annexure – 14 Undertaking under Rule 144 (xi)</a> of this RFP document.</p> <p><b>OR</b></p> <p>If the bidder is registered with the competent authority then a Certificate of registration issued from the competent authority in the name of bidder / OEM.</p>
7.	<p>The bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners has not participated in the bid process.</p>	<p>Undertaking on Bidder letter head duly stamped and signed by the authorised signatory.</p>
8.	<p>The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned on plain paper. Bids shall be liable for rejection in case of non-submission of the same.</p>	<p>Bidder has to submit the Integrity Pact in the format as mentioned in the <a href="#">Annexure – 15 Integrity Pact</a> of this RFP document.</p>
<b>B</b>	<b>FINANCIAL</b>	
1.	<p>The bidder should have minimum annual turnover of <b>Rs.2.00</b> Crore in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-23 as per the audited balance sheet available at the time of submission of tender.</p> <p>This must be the individual company / firm turnover and not that of any group of companies / firms.</p>	<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth.</p> <p>The CA certificate in this regard should be without any riders or qualification and should clearly mention the UDIN number.</p>
2.	<p>Bidder should have positive net worth in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-23</p>	<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth.</p> <p>The CA certificate in this regard should be without any riders or qualification and should clearly mention the UDIN number</p>
<b>C</b>	<b>EXPERIENCE</b>	
<b>1</b>	<b>FOR INDIRECT TAX</b>	

Sr	Eligibility Criteria	Documents in support
a.	<p>Bidder should be regular Indirect Tax consultants at organization level to at least two Scheduled Commercial Banks / Payments Bank / Small Finance Banks which have a balance sheet size of more than Rs.1000 crores# as on 31.03.2023</p> <p>Above experience will be considered during past five years as 31.03.2023</p> <p>At least two year continuous engagement with the organization is required for considering regular indirect tax consultant. Scope of engagement to include consultancy on service tax matters and / or representing the service tax cases / appeals at various Appellant Authorities.</p> <p>(applicable for bidder participating for Scope of Indirect Taxes)</p>	<p>Client Certificate/ Appointment letter* issued by the relevant organization clearly indicating scope and the period covered.</p> <p>Details as per <a href="#">Annexure – VIII</a>.</p>
b.	<p>Bidder should have experience in <u>implementation of GST</u> system in at least one Banking Institution in India having Core Banking System (CBS) in Scheduled Commercial Bank/ Payment Bank/ Small Finance Bank.</p>	<p>Suitable document such as Client Certificate/ Engagement Letter* issued by the relevant organization clearly indicating implementation of GST as scope undertaken.</p> <p>(Implementation of GST system is an essential part of eligibility for bidder participating for Indirect Taxes)</p>
<b>2 FOR DIRECT TAX</b>		
a.	<p>For Direct Tax Consultant –</p> <p>Bidder should be direct tax consultants at whole organization level of at least two Scheduled Commercial Banks /Payment Banks / Small finance Banks which have a balance sheet size of more than Rs.1000 crores# as on 31.03.2023.</p> <p>Above experience will be considered during past Five years as on 31.03.2023</p> <p>At least two year continuous engagement with the organization is required for considering direct tax consultant. Scope of engagement to include consultancy on direct tax matters and / or representing the tax cases/appeals at various Appellant Authorities.</p> <p>(applicable for bidder participating for Scope of Direct Taxes)</p>	<p>Client Certificate/ Appointment letter* issued by the relevant organization clearly indicating the period covered.</p> <p>Details as per <a href="#">Annexure – IX</a></p>
<p><i>*In case the bidder has provided both direct and indirect tax services to the client during the defined engagement period, Bidders may submit a single Client Certificate/ Appointment letter issued by the client with clearly defined scope of services provided under direct and indirect tax in the engagement.</i></p> <p><i>#For foreign banks the balance sheet size of India Operations will only be considered for this purpose.</i></p>		

#### 4. Annexure – 3 Bidder Details

(To be submitted in this format only)

To,

The Chief Manager,

India Post Payments Bank Ltd.

Corporate Office, 2<sup>nd</sup> Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

S. No.	Required Details	Response
<b>General Details</b>		
1.	Name of Company / Bidder / Organisation / Firm	
2.	Postal Address	
3.	Telephone, Fax Number, Email Address	
4.	Nature of activity	
5.	Details of ownership	
6.	Holding company or parent company	
7.	Number of years in the business	
8.	Website address (if applicable)	
9.	GST Registration No. (if available)	
10.	Income Tax PAN	
11.	Firm Registration Number with ICAI	
12.	Number of Branch Offices	
13.	Name, address and telephone number, Email id of the <b>primary contact</b> at your organization for this proposal	
14.	Office Address in Delhi along with Date of establishment of Office in Delhi  (Supporting Document – Constitution Certificate issued by ICAI along with latest telephone / electricity bills needs to be enclosed)	
<b>Financial Information</b>		
1.	Annual Turnover (2020-21) in INR Crore	
2.	Annual Turnover (2021-22) in INR Crore	
3.	Annual Turnover (2022-23) in INR Crore	

S. No.	Required Details	Response
1.	Networth (2020-21) in INR Crore	
2.	Networth (2021-22) in INR Crore	
3.	Networth (2022-23) in INR Crore	
<b>Bank Details for Payment</b>		
1.	Bank Name	
2.	Branch Address along with IFSC code	
3.	Account Number	
<b>EMD &amp; Tender Fees Details</b>		
1.	Tender Fees Details	Amount
		Transaction Details
2.	EMD Details	Amount
		Transaction Details
3.	Whether Claiming Exemption from Submitting Tender Fees & EMD Amount (Mention Yes or No)	
	<b>If Yes,</b>	
4.	Please mention the details thereof (Relevant Act / Section ) under which claiming Tender Fees and EMD amount exemption	
5.	Attach Supporting Documents for the same claim	
<b>MAKE IN INIDA</b>		
1	Please confirm if you qualify for Public Procurement (Preference to Make in India), Order 2017 (YES / NO)	
2	If Yes, then submit the required documents as per the guidelines.	
<b>MSE DETAILS (if applicable)</b>		
1	Please confirm if you qualify for an MSE category	
2	Classification as per MSE guidelines	
3	If Yes, then submit the required documents as per the guidelines.	
<b>START UP INDIA (if applicable)</b>		

S. No.	Required Details	Response
1	Please confirm if you qualify for an START UP INDIA category	
2	Details of START UP certificate	
3	If Yes, then submit the required documents as per the guidelines.	
<b>APPLYING FOR</b>		
1	INDIRECT TAX CONSULTANT (YES / NO)	
2	DIRECT TAX CONSULTANT (YES / NO)	
<b>OTHERS DETAILS</b>		
1	Persons proposed to be assigned for the consultancy services and their profiles	
a	<b>FOR INDIRECT TAX</b>	
	Name : Designation: Experience Post Qualification: Area of Specialisation	Attach detailed resume for individuals
b	<b>FOR DIRECT TAX</b>	
	Name : Designation: Experience Post Qualification: Area of Specialisation	Attach detailed resume for individuals
2	Details of Major Assignments	
3	Any other information considered relevant for the current project by the bidder	

**Particulars of Partners of the Bidder**

Sr. No.	Name of the Partner	Partner since	Stationed at	Firm joining date	List of companies/ Banks in which director	Name of other firms with which associated	Area of specialisation	Membership No. of Partner with "ICAI"


\*ICAI – Institute of Chartered Accountants of India

**Particulars of CA employees of the Bidder**

Sr. No.	Name of the CA employee	No. of completed years as on 31-03-2023	Firm joining date	Designation	Name of other firms with which associated	Area of specialisation	Membership No. with "ICAI"

**Declaration:**

I hereby declare that I / We have verified the details indicated above and also confirm that all the Information submitted is true to the best of my knowledge.

Authorised Signatory

Designation along with Bidder's name with seal

**5. Annexure – 4 Bidder Response Cover Letter**

(To be submitted on company letterhead)

Date:

To,

The Chief Manager,

India Post Payments Bank

Corporate Office, 2<sup>nd</sup> Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

Dear Sir,

1. Having examined the requirement and Scope Documents including all Annexures / Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide our services for the policies mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope document.
3. We agree to abide by this Scope Offer for **90 days** from last date of submission of bid (Due Date) and our Offer shall remain binding on us and may be accepted by the bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the work is allocated to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely 'Prevention of Corruption Act, 1988', and other relevant statutes in this regard.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this bid in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Date:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

**6. Annexure – 5 Past Experience**

**INDIRECT TAX**

**Particulars of engagement in regular Indirect tax consultancy with Scheduled Commercial Banks / Payments Bank / Small Finance Banks during past five years as on 31-03-2023**

Sr. No.	Name of Scheduled Commercial Bank / Financial Institution	Balance sheet size# of the Scheduled Commercial Bank during the period of contract (Rs. in Crore)	Brief details of scope of work	Name of person in-charge from client side with contact no. and e-mail id	Period	
					From	To

\*balance sheet size of more than Rs.1000 crores# as on 31.03.2023.

#For foreign banks the balance sheet size of India Operations will only be considered for this purpose.

**DIRECT TAX**

**Particulars of engagement in regular Direct tax consultancy with Scheduled Commercial Banks / Payments Bank / Small Finance Banks during past five years as on 31-03-2023**

Sr. No.	Name of Scheduled Commercial Bank / Financial Institution	Balance sheet size# of the Scheduled Commercial Bank during the period of contract (Rs. in Crore)	Brief details of scope of work	Name of person in-charge from client side with contact no. and e-mail id	Period	
					From	To

\*balance sheet size of more than Rs.1000 crores# as on 31.03.2023.

#For foreign banks the balance sheet size of India Operations will only be considered for this purpose.

(Signature, name and designation of the authorised signatory)

**Note: Appointment letter/Client letter/Contract with Client / Completion certificate in support of the information above should be submitted.**

**7. Annexure – 6 Comments on Terms and Conditions, Services and Facilities**

**(IF NO Comments, then submit a NIL ANNEXURE)**

Sr. No.	Page #	Point / Section #	Clarification points as stated in the tender document	Comment/ Suggestion
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

**8. Annexure – 7 Query Format**

Sr. No.	Page #	Point / Section #	Query	Banks Response (bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

**9. Annexure – 8 Self-Declaration**

(To be submitted on Bidder's letterhead)

Date:

To,

The Chief Manager,

India Post Payments Bank Ltd.

Corporate Office, 2<sup>nd</sup> Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

Dear Sir,

I on behalf of \_\_\_\_\_ (bidder's name) declare the following:

- 1) There is no case with the Police / Court / IRDA / SEBI / Regulatory authorities against the proprietor / firm / partner/company/Directors /employee which shall adversely affect our performance under this contract.
- 2) We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IBA / IRDA / SEBI / Autonomous Body / Court etc. as on the date of RFP submission.
- 3) We certify that neither our firm nor any of the partners/ directors is involved in any scam or disciplinary proceedings settled or pending adjudication.
- 4) We hereby undertake and confirm that we have understood the scope of work properly and shall comply with the terms of engagement.

Date:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

**10. Annexure – 9 Power of Attorney for signing of application**

(To be submitted on a INR 100 Stamp Paper only)

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:	

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

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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.

11. Annexure – 10 (a) Commercial Bid (MASKED)

**(To be Submitted with TECHNICAL BID)**

**(Bidders to upload the MASKED commercial price breakup in the TECHNICAL Bid)**

**Please DO NOT submit this FILLED annexure along with Technical Bid document. If any price details are submitted in the TECHNICAL bid then the bid will be rejected and the bidder will be disqualified**

We are bidding for (please select any or both)

Sr	Particulars	Yes / No
1	Participated in Indirect Tax and commercial submitted	
2	Participated in Direct Tax and commercial submitted	

IF bidders wants to participate in any one or both the requirement then fill the details in both the cells. The selection will be done for individual line items based on the price submitted. Separate winner based on the selection method will be selected for Indirect and Direct Tax Consultant.

Dated this..... Day of 2023

(Signature) (Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

12. Annexure – 10 (b) Commercial Bid

**(To be Submitted with COMMERCIAL BID)**

(Bidders to upload the **FILLED** commercial price breakup in this format on GEM portal. The bidder can choose to participate in either INDIRECT / DIRECT Taxation or both. SEPARATE Commercial Format is attached herewith. Bidder to utilise the same.)

Please **DO NOT** submit this **FILLED** annexure along with Technical Bid document. If any price details are submitted in the TECHNICAL bid then the bid will be rejected and the bidder will be disqualified)

**FOR INDIRECT TAXATION**

Item Number	Item Title	Duration	Unit of Measure	Unit Price Excluding GST (Rs)	GST %	GST Amount	Total Price Including GST (Rs)
A	B	C	D	E	F	G = E x F	H = C x (E + G)
1	Indirect Taxation – Per month Retainership Charges	36	Months				
TOTAL							

Dated this..... Day of 2023

(Signature) (Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

13. Annexure – 10 (c) Commercial Bid

**(To be Submitted with COMMERCIAL BID)**

(Bidders to upload the **FILLED** commercial price breakup in this format on GEM portal. The bidder can choose to participate in either INDIRECT / DIRECT Taxation or both. SEPARATE Commercial Format is attached herewith. Bidder to utilise the same.)

Please **DO NOT** submit this **FILLED** annexure along with Technical Bid document. If any price details are submitted in the TECHNICAL bid then the bid will be rejected and the bidder will be disqualified)

**FOR DIRECT TAXATION**

Item Number	Item Title	Duration	Unit of Measure	Unit Price Excluding GST (Rs)	GST %	GST Amount	Total Price Including GST (Rs)
A	B	C	D	E	F	G = E x F	H = C x (E + G)
1	Direct Taxation – Per month Retainership Charges	36	Months				
TOTAL							

Dated this..... Day of 2023

(Signature) (Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**14. Annexure – 11 Bank Guarantee format for Earnest Money Deposit**  
**BANK GUARANTEE FOR EMD**

**(To be Stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank**

**Ref..... Bank Guarantee No.....**

**Date.....**

To

India Post Payments Bank

Post Office

Speed Post Centre Building

Market Road

New Delhi – 110001

India

Dear Sirs,

1. In accordance with Invitation to Bid under your Reference No....., M/s....., having its Registered / Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto ..... on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

2. We, the ..... Bank at ..... (local address) having our Head office at ....., guarantee and undertake to pay immediately on demand by India Post Payments Bank, the amount of Rs.

..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by the valid holder of this Guarantee shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the issuing Bank or the Supplier(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:

- (1) Our liability under this guarantee is limited to Rs. .... (in words & figures).
- (2) This Bank Guarantee will be valid up to .....; and
- (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

---

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....  
(Signature) (Signature)

.....  
(Name) (Name)

.....  
(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

RFP for Selection of Tax Consultant for IPPB

**15. Annexure – 12 Bank Guarantee for Performance Guarantee  
(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank**

**Ref..... Bank Guarantee No.....**  
**Date.....**

To  
 India Post Payments Bank  
 Post Office  
 Speed Post Centre Building  
 Market Road  
 New Delhi – 110001  
 India

Dear Sirs,

1. In consideration of the India Post Payments Bank, a scheduled bank registered under Reserve Bank of India (hereinafter referred to as the 'Bank' or 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "Contractor" or "Vendor" or "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Intent or Purchase Order No..... dated ..... and the same having been acknowledged by the Contractor / Vendor / Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Contractor / Vendor / Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at ..... (hereinafter referred to as the ' Issuing Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Issuing Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor / Vendor / Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.
3. The Bank / Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank / Purchaser under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Bank / Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or

implied, in the Contract between the Bank / Purchaser and the Contractor or any other course or remedy or security available to the Bank / Purchaser. The Issuing Bank shall not be released of its obligations under these presents by any exercise by the Bank / Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Bank / Purchaser or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Issuing Bank.

4. The Issuing Bank also agrees that the Bank / Purchaser at its option shall be entitled to enforce this Guarantee against the Issuing Bank as a principal debtor, in the first instance without proceeding against the Contractor / Vendor / Service Provider and notwithstanding any security or other guarantee the Bank / Purchaser may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is limited to Rs. .... (in words & figures).
  - (2) This Bank Guarantee will be valid upto .....; and
  - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Issuing Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....  
 (Signature) (Signature)

..... (Name)  
 (Name)

..... (Official  
 Address) (Designation with Bank Stamp)

**16. Annexure – 13 Authorisation letter**

(To be submitted on company letterhead via email)

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

Sir,

**Sub: -** Authorisation Letter – For attending Meeting – **RFP for Supply of Enterprise Storage Disk**

We, \_\_\_\_\_ (name of the company) hereby authorize the below mentioned executive(s) from our company to attend the

Sr	Tick whichever is applicable	Description
1		The Pre-bid meeting of the subject RFP
2		The opening of Technical Proposal of the subject RFP
3		The opening of Commercial Proposal of the Subject RFP

The details of the authorized personnel are as under.

S. No.	Name	Designation	Mobile No	Email ID for VC invite (For Pre bid meeting)
1				
2				
Note	Maximum TWO personnel are allowed to attend the pre bid meeting.			

If the bank decides to conduct the Pre bid meeting via VC then kindly send the VC link for pre bid meeting on the above mentioned email id of the authorized personnel.

Yours faithfully,

Authorised Signatory

(Stamp & Sign)

Designation

(Bidder's corporate name)

**17. Annexure – 14 Undertaking under Rule 144 (xi)  
Format for declaration (On Letter head of Bidder)**

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

We certify as under:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

1. we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy of registration enclosed). and.
2. we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

(Stamp and Signature of Authorized Person)

Name & Designation

Name of company

Date

Place

## 18. Annexure – 15 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 "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, organisation 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.
  - 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 3.2 (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.

3. 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.
2. 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:

RFP for Selection of Tax Consultant for IPPB

**19. Annexure – 16 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,  
Chief Manager,  
India Post Payments Bank  
Corporate Office, 2nd Floor,  
Speed Post Centre Building,  
Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

Sir,

**Sub: - RFP for Selection of Tax Consultant for IPPB**

This is to certify that proposed <name of the product / service / works> is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP. The local content has been added over at the following location (s) \_\_\_\_\_ <multiple locations may be mentioned>

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

## 20. Annexure – 17 Non Disclosure Agreement

**(ACCEPTANCE to be GIVEN by the bidder in TECHNICAL BID. No changes after award of Contract)**

### **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 2<sup>nd</sup> 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:

A. the ..... is a ..... providing .....  
.....to the Payment Bank.

B. 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.

C. 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 2<sup>nd</sup> and 4<sup>th</sup> 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

IPPB may terminate this agreement by providing prior notice of thirty (30) days in writing, as per convenience, without assigning any reasons. 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.

(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.

(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, 2<sup>nd</sup> 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:

- a) Both parties acknowledge that the Confidential Information coming to the knowledge of 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.
- b) 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.
- c) 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.
- d) 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 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, Organisation, and Signature)
2. (Name, Designation, Organisation, 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 authorised signatory duly nominated

pursuant to Board Resolution No. dated of

the .....

**21. Annexure – 18 Master Service Agreement**

**(ACCEPTANCE to be GIVEN by the bidder in TECHNICAL BID. No changes after award of Contract)**

This Agreement is made at this ..... day of \_\_\_\_\_, 202\_\_ at New Delhi.

**BY AND BETWEEN**

**INDIA POST PAYMENTS BANK LIMITED**, a public limited company wholly owned by the Government of India through Department of Post under Ministry of Communication and set up under the Companies Act, 2013, and the 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 Post Office, Speed Post Centre Building, Market Road, New Delhi – 110001 (hereinafter referred to as the **“Payments Bank”, or “Bank” or “IPPB”** which expression shall unless repugnant to the context thereof, include its successors, assigns) and acting through .....(name) its .....(designation), of the **FIRST PART**;

AND

..... having its registered address at, .....  
 ....., (hereinafter referred to as the **“Service Provider” and/or “Vendor”**, which expression unless repugnant to the context herein shall mean and include its successors in business and permitted assigns) party of the **OTHER PART**.

(The IPPB and Service Provider shall hereinafter be individually referred to as a **“Party”** and collectively as the **“Parties”**.)

WHEREAS:

- I. India Post Payments Bank Limited (IPPB) is a company incorporated and registered under Companies Act, 2013, and issued a Request for Proposal No. ....dated ..... (hereinafter referred to as **“RFP”**) for selection of a Service Provider for the Project.
- I. The Service Provider had submitted the Proposal in response to the RFP and with the intention of performing its obligation for..... **“the Project”** as per the scope of work detailed in the RFP and this Agreement collectively.
- II. The Service Provider shall do all such acts, as mentioned in this agreement and as per the requirement and upto the satisfaction of the IPPB.

**NOW THEREFORE**, in consideration of the mutual promises and covenants and conditions herein contained and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree and confirm as u n d e r :

1. This Agreement establishes the contractual framework for providing .....and/or such other services as agreed between the Service Provider and the IPPB from time to time in terms of this Agreement executed between the Service Provider and the IPPB in accordance with the procedures set out in this Agreement and the RFP.
2. This Agreement shall operate as a legally binding Contract for service, specifying the terms which apply to the Parties under this Agreement and to the provision of the Services t o b e r e n d e r e d by the Service Provider to the IPPB.
3. The purpose of this Agreement is to set out as follows:
  - a) Rights and obligations of the IPPB and the Service Provider in relation to ..... or such other services as agreed between the Service Provider and the IPPB.
  - b) The manner in which the obligations are to be fulfilled by the Service Provider, which shall strictly be in accordance to this agreement.
4. In terms of this Agreement, the Service Provider shall, within the timelines provided in the RFP and under this Agreement:
  - a) Has provided an unconditional and irrevocable Performance Bank Guarantee of ..... Bank for Rs. .... issued on dated.....20....., and valid upto..... to Perform its obligations.
  - b) Fulfil all other obligations of the Service Provider as specified under the RFP and this Agreement.
  - c) Undertake any/all repair, replacement, up-gradation and procurement of equipment necessary for providing the services, at its own cost.
  - d) Provide such suitably qualified, experienced and competent personnel and sub-contractors as may reasonably be required for the performance of the Services towards the execution of Project. If so requested by the IPPB, the Service Provider shall provide evidence of previous experience, qualifications and competence of the personnel engaged in the performance of such services.
  - e) Withdraw and/or bar its employee/s or agent/s from extending such Services, if, in the sole opinion of the IPPB:
    - 1) The quality of Service rendered by the said employee/agent of the Service Provider is not in accordance with the quality or the Scope of Work as per clause 9 of this agreement or upto the satisfaction of the IPPB.
    - 2) It is not in the interest of the IPPB that such employee/agent of the Service Provider continues to be involved in the provision of the Service in relation to the Project.

- 
- f) Subject to the terms of this Agreement, the Service Provider shall ensure deployment of sufficient number of personnel to provide the required level of services, in a prompt and efficient manner.
- g) The Service Provider shall not knowingly engage or continue the engagement of any person with a criminal record/ conviction and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement.
- h) The Service Provider shall not exercise any lien on any of the assets, properties, documents, instruments, or material belongings to the IPPB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the IPPB.
- i) The Service Provider shall regularly provide updates to the IPPB with respect to the obligations performed, and shall meet the designated personnel of the IPPB to discuss and review its performance at such intervals as may be agreed upon between the parties, or whenever called upon by the IPPB to do so.
- j) The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances, applicable with respect to its employees, subcontractors and agents (including all labour laws but not limited to the Minimum wages Act, Provident Fund laws, Workmen's Compensation Act etc.) and shall establish and maintain all proper records as statutorily required as per the law of the land or by code/practice, including but not limited to accounting records, labour and payment records, corporate policy etc., as applicable from time to time, including records and returns etc. which are required to be filed by the Service Provider with the statutory authorities from time to time as per applicable laws.
- k) The Service Provider shall provide, access to its premises and records, being maintained in relation to the Project and with regard to the job being performed thereto as per this Agreement with the IPPB, to the authorized personnel of the IPPB / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel to carry out any kind of process of audit including that of its operations and records related to the IPPB's Management Services, as per the satisfaction of the aforesaid personnel/authority/Service Provider. In addition, the IPPB shall not disturb or prevent Service Provider's performance of activity.
- l) The Service Provider shall ensure that:
- i) The Service Provider must ensure and confirm due diligence/KYC/verification of its own employees as well as the employees of its sub-contractors/agent and must be able to provide documentary evidence for the same if required.
- ii) The Service Provider must build adequate safeguards to ensure that the information / documents / records / assets of the IPPB are maintained in a way that the same are safe and there is no sharing/co-mingling of similar data/ information, in any manner, with other organizations to which it may be providing services.
- m) The Service Provider shall ensure preservation of all documents / data in accordance with all legal / regulatory obligations.

- n) The Service Provider shall put in place a Business Continuity Plan (BCP) and share the same with the IPPB.

#### 5. Conditions precedent:

This Agreement is conditional upon the Service Provider having fulfilled all of the Conditions Precedent, which are as follows:

- a. The Service Provider has to provide a Performance Bank Guarantee of Rs. \_\_\_\_\_ to the IPPB having validity of \_\_\_\_ years by way of security.
- b. The Service Provider shall provide to the IPPB, the certified true copies of its constitutional documents and Board resolutions or equivalent document authorizing the execution, delivery and performance of this Agreement.

#### 6. Non-fulfilment of any Conditions Precedent:

- a. In the event that any of the Conditions Precedent relating to the Service Provider has not been fulfilled, this Agreement shall cease to have any effect as of that date and this Agreement can be terminated at the option of IPPB.
- b. In the event that the Agreement fails to come into effect on account of non-fulfilment of any of the Conditions Precedent, the IPPB shall not be liable in any manner whatsoever to the Service Provider and the IPPB shall notify the Service Provider in writing of such failure and may forfeit the Performance Bank Guarantee.
- c. In the event that possession of any facilities and/or data has been delivered to the Service Provider by or through the IPPB prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement, such facilities and data shall immediately revert to the IPPB, free and clear from any Encumbrances or claims.

#### 7. Performance Bank Guarantee(PBG):

The service provider, has furnished Performance Security / **Performance Bank Guarantee of \_\_\_\_% of the \_\_\_\_\_ i.e Rs. \_\_\_\_\_ /-(\_\_\_\_\_).**

PBG should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider.

The terms and conditions for the Performance Bank Guarantee are as follows:

- i. The Performance bank guarantee is in the standard format as per [RFP](#).
- ii. The Performance Bank Guarantee is issued by a Scheduled Commercial Bank in India.
- iii. The Performance Bank Guarantee is denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee is borne by the service provider.
- iv. The Performance Bank Guarantee so applicable is duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank.
- v. Each page of the Performance Bank Guarantee bear the signature and seal of the BG(Bank Guarantee) issuing Bank and Performance Bank Guarantee number.

- vi. In the event of the Service Provider being unable to perform its obligation under the Agreement or causing delay in fulfilling its obligations for whatever reason, IPPB reserves the right to invoke and forfeit the Performance Bank Guarantee at its sole discretion.
- vii. Notwithstanding and without prejudice to any rights whatsoever of IPPB under the Agreement in the matter, the proceeds of the Performance Bank Guarantee shall be payable to IPPB as compensation by the service provider for its failure to complete its obligations under the Agreement. IPPB shall notify the service provider in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the service provider is in default.
- viii. IPPB shall also be entitled to make recoveries from the service provider's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him due to in advertence, error, collusion, misconstruction or misstatement.
- ix. The Performance Bank Guarantee may be discharged / returned by IPPB upon being satisfied that there has been due performance of the obligations of the service provider under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

#### **8. Term of the agreement:**

The same will be as per the scope and timelines as mentioned.

#### **9. Scope of Work:**

The Service Provider shall perform its obligations and work as per Schedule-A to this agreement.

**(Note : The Schedules A and schedule B will form part of the MSA and will be as per the RFP scope of work and other terms and conditions. Same will be signed with the selected bidder. )**

#### **10. SLA & Timelines**

The SLA & timelines shall be as per Schedule-A to this agreement.

#### **11. Terms of Payment and Service Credits and Debits**

- i) In consideration of the obligations performed by the service provider and subject to the provisions of this Agreement, the IPPB shall make payment to the Service Provider for the performance of obligations rendered in terms of Schedule-B fined and provided for in this Agreement. The IPPB can calculate a financial sum and debit the same, against the Terms of Payment as defined in the Terms of Payment as a consequence of the failure of the Service Provider to meet the terms and conditions as mentioned in the RFP and under this Agreement.
- ii) Except as otherwise provided for herein or as agreed between the Parties in writing, the IPPB shall not be required to make any payments in respect of the performance of obligations other than those covered by the terms of payment as stated under Schedule-B.

#### **12. Invoicing, Settlement and Taxation**

The Invoicing, Settlement and Taxation shall be as per Schedule-B to this agreement.

Any bill raised by the Service Provider will be paid within \_\_\_\_\_ ( ) weeks of bill receipt date. The IPPB will notify about any disputed amount within \_\_\_\_\_ (\_\_\_\_) days of receipt of the invoice and Parties will resort to an amicable settlement within \_\_\_\_\_ (\_\_\_\_) days. Once the dispute is settled, the payment will be made within \_\_\_\_\_ (\_\_\_\_) days thereafter.

### 13. Representation and Warranty

- i) The Service Provider hereby represents and warrants that:
- It has been duly incorporated in India and is valid as per the existing laws of India.
  - It has taken all required measures to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request. An authenticated list of the officers of the Service Provider who are authorized to sign and / or execute this Agreement and / or other related documents, in writing and duly supported by Board Resolution, shall be provided to the IPPB.
  - The execution, delivery and performance of this Agreement by the Service Provider in accordance with its terms shall not violate or conflict with its Articles and/or memorandum of association and/or any other organizational documents.
  - That it shall comply with all the provisions of the Information Technology Act, 2000 and any other laws for protection of data of IPPB or any of its customers or any data provided by IPPB.
  - The Service Provider shall ensure that:
    - Nothing in this Agreement would be construed to mean the creation or imposition of any lien, charges or encumbrance upon the capital stock, properties or assets of the IPPB;
    - That there are no judicial or administrative actions, proceedings or investigations pending to the best of its knowledge, which would have a material adverse effect on its capacity to perform its obligations under this Agreement or any of the other documents referred to in this Agreement to which it is a party.
  - iii) The Service Provider hereby represents and warrants to the IPPB that 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.
  - iv) The Employees of the Service Provider shall continue to be the Employees of the Service Provider and work under its discretion and shall not claim any employment from the IPPB by the virtue of performance of obligations, irrespective of the location of their work.
  - v) At no time during the term of the agreement, employees of Service Provider will be treated as employees of the IPPB. The payment of salary, benefits and all related taxes for the employees of the Service Provider will be the sole responsibility of the Service Provider.
  - vi) The Service Provider agrees, represents and warrants that no officer of the IPPB, director, employee or immediate family member thereof has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that none of them has a business relationship of any kind with the Service Provider, it's Personnel or any of its other officers.

The express warranties granted above are in addition to all other warranties, whether express or implied. The Service Provider warrants and represents to the IPPB in relation to this Agreement, that:

- i. It has the full legal right, capacity and authority to enter into this Agreement, to perform its obligations hereunder and this Agreement constitutes a legal, valid and binding obligation on the Service Provider. The Service Provider has the power and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary action to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.
- ii. This Agreement is executed by a duly authorised representative of Service Provider.
- iii. The Service Provider shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the conditions stated in this Agreement.
- iv. The execution, delivery and performance by the Service Provider of this Agreement and the compliance by it with the terms and provisions hereof do not and will not: -
  - a) 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; or
  - b) Conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Security Interest upon any of its property or assets pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it is a party or by which it or any of its property or assets is bound or to which it may be subject; or
  - c) Violate any provision of its memorandum and articles of association or any other similar constitutional documents.
- v. There are no claims, investigations or proceedings before any court, tribunal, governmental body or Governmental Authority in progress or pending against or relating to the Service Provider, which could reasonably be expected to:
  - a) Enjoin, restrict or prohibit the transactions as contemplated by this Agreement; or
  - b) Prevent the Service Provider from fulfilling its obligations set out in this Agreement or arising from this Agreement or adversely affecting the validity or enforceability of this Agreement.
- vi. There is no existing ground on which any such claim, investigation or proceeding might be commenced with any reasonable likelihood of success.
- vii. The service provider undertakes to comply with all regulations/guidelines/directions issued by IPPB or the Reserve Bank of India (RBI), issued from time to time, in relation to the performance of obligations under this agreement.
- viii. The service provider undertakes to co-operate with the relevant authorities in case of insolvency/ resolution of IPPB.

- ix. The Service Provider shall not do or omit to do or cause or allow to be done or omitted to be done any act or thing which would result (or be likely to result) in a breach of this Agreement.
- x. This Agreement constitutes a valid and binding obligation of Service Provider enforceable against it in accordance with its terms.
- xi. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the IPPB in connection therewith.

**b. The Service Provider warrants and represents to the IPPB, that:**

- i) The Service Provider is experienced in performance of obligations similar to obligations under this agreement and that it shall perform the obligations with all due skill, care and diligence so as to comply with the conditions as stated in this Agreement.
- ii) The obligations shall be performed and rendered by appropriately qualified, trained and experienced personnel.
- iii) The Service Provider has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to perform its obligations.
- iv) The performance of obligations shall be in conformance with all applicable laws, enactments, orders and regulations.
- v) In the event that such warranties cannot be enforced by the IPPB, the Service Provider will enforce such warranties on behalf of the IPPB and pass on to the IPPB, the benefit of the same and any other remedy received in relation to such warranties.
- vi) IPPB shall have the right to seek information from the service provider about the third parties engaged by the Service Provider to perform its obligations under this agreement.
- vii) IPPB reserves the right to recall data with Service Provider.
- viii) Service Providers agrees to take prior approvals for making changes in the application, if any.
- ix) The Service Provider undertakes to comply with Regulatory and Statutory guidelines and requirements at its site.

Notwithstanding what has been stated elsewhere in this Agreement, in the event the Service Provider is unable to meet the obligations pursuant to this Agreement, the IPPB will have the option to invoke the Performance Bank Guarantee.

**14. Vicarious Liability**

The Service Provider shall be the principal employer of the employees, trainers, agents, contractors, subcontractors, etc., engaged by it and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the IPPB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, trainers, contractors, sub-contractors etc., of the Service Provider shall

be paid by the Service Provider alone and the IPPB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, trainers, contractors, subcontractors etc. The Service Provider shall agree to hold the IPPB, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the IPPB through the action of Service Provider 's employees, agents, trainers, contractors, subcontractors, etc.

## 15. INDEMNITIES AND OTHER PROVISIONS

A. The Service Provider (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 willful 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:

- I. an act or omission of the Service Provider, director/ authorized signatory, its agents, employees, or partners of the firm, proprietor etc. in the performance of the services provided by the Service Provider,
- II. breach of any of the terms of this Request for Proposal or breach of any representation or warranty by the Service Provider,
- III. use of the deliverables provided by the Service Provider,
- IV. 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 Service Provider 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 Service Provider's employees, agents or representatives.

The Service Provider 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.

B. The indemnities set out in point A above shall be subject to the following conditions:

- I. 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;
- II. 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;

- III. 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;
- IV. 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;
- v. all settlements of claims subject to indemnification under this Clause will
  - a. 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
  - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- VI. 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;
- VII. 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;

#### 16. INDEPENDENT SERVICE PROVIDER

This Agreement is on a principal-to-principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its performance of obligations is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the IPPB or any subsidiary or affiliate thereof.

#### 17. ASSIGNMENT:

The Service Provider shall not assign its obligations to perform under this Agreement to a third party, in whole or in part.

#### 18. SUB-CONTRACTORS

Having regard to the nature of the present agreement, the Service Provider without the prior written permission of the IPPB, shall not assign or subcontract any of its responsibilities contained in this Agreement to any agent, sub-agent or sub-contractor, without prior permission of IPPB.

The IPPB, at its absolute discretion, may deny such permission. However, such prior written permission given by the IPPB shall not be construed as waiver of any accrued rights and/or liabilities and the Service Provider shall remain fully responsible for all acts and omissions of its contractors, sub-contractors, or agents.

Nothing in this Agreement shall be construed as creation of any contractual or other relationship between the IPPB and any such contractor/sub-contractor or agent, nor any obligation on the part of the IPPB to pay or see to the payment of any money due to any contractor / sub-contractor / agent.

The Service Provider shall be liable and responsible to IPPB for the acts of the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Service Providers obligations there under.

IPPB shall reserve the right to seek information from the service provider about the sub-contractors or third parties assigned or engaged or contracted by service provider to perform its obligations under this agreement.

The service provider undertakers that it shall be contractually liable for the performance and risk management practices of its sub-contractors.

#### 19. Arrangement between Service Provider & OEM

The service provider shall have back-to-back arrangement with the OEM for fulfilling the obligations under this agreement.

#### 20. Inspection and Right to Audit

- i) The Service Provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the IPPB, to the authorized personnel of the IPPB / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to IPPB and to obtain the copy of the any audit or review reports and findings made about the service provider in conjunction with the obligations performed under this agreement.
- ii) All the clauses specified under this clauses 20 shall be applicable and extended to any entity to which the Service Provider has outsourced or sub-contracted. It shall be the responsibility of the Service Provider to ensure unrestricted access to the authorities/officials as mentioned above to the places where such obligations are outsourced, for inspection and verification. In accessing Service Provider's premises, the IPPB shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security of Service Provider's premises, subject to acceptance by the IPPB and a copy of the rules & regulations be provided to the IPPB prior to visit. In addition, the IPPB shall keep confidential any information in the possession or custody of Service Provider and shall not disturb or prevent Service Provider's performance of activity.
- iii) The Service Provider shall allow IPPB, Reserve Bank of India & other regulators and statutory authorities to access the documents, records of transaction or any other information given to, stored or processed by the Service Provider relating to this agreement, within a reasonable time failing which Service Provider will be liable to pay any charges/ penalty levied by RBI. The Service Provider shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to this agreement by one or more of RBI officers or employees or other persons duly authorized by RBI.

#### 21. Statutory/ Legal Compliances

The Service Provider agrees, undertakes and confirms absolutely, irrevocably, unconditionally that the entire obligation with regard to: (i) Payment of minimum wages; (ii) Payment of bonus; (iii) Payment of gratuity; and (iv) Any other statutory remittances, which may be applicable from time to time to the resources engaged by the Service Provider shall be principally with the Service Provider and the Service Provider shall also be liable for payment to the resources engaged by him/them any revision in aforesaid laws affected by appropriate Government and liability and duty of the IPPB shall be limited only to the extent of reimbursement of the bills properly raised and not

otherwise. If any liability, obligation, burden, claim or cost are suffered or incurred by IPPB on account of breach by the Service Provider of the provisions of this clause, the Service Provider shall forthwith reimburse the same to the IPPB without any demur or protest whatsoever.

The Service Provider hereby indemnifies IPPB against any harm or cost or claim incurred or suffered by the IPPB due to breach of the Service Provider in terms of the obligations herein. The Service Provider will furnish proof of compliance of all labour laws requirements including obtaining licenses, filing of monthly/ quarterly and annual returns and any other statutory requirement within 15 days from the due date and furnish calculations and proof of payments made to all Government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, Minimum Wages Act, Payment of Wages Act, etc., within 15 days of the statutory time limit allowed under the respective Acts.

Notwithstanding anything contained in this AGREEMENT or in any other documents

- i) Under no circumstances shall IPPB be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Agreement, even if IPPB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business;
- ii) IPPB shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Service Provider or its Personnel or any other person engaged by the Service Provider in the course of performance of the Service Provider's obligations under this AGREEMENT

## 22. Miscellaneous

- A. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for performance of obligations are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider on demand.
- B. The IPPB shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the IPPB in case of any emergencies.
- C. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against IPPB.

## 23. Penalties

The penalties shall be as per Schedule-B to this agreement.

## 24. PROPRIETARY RIGHTS:

- i) All deliverables and the intellectual property rights (whether registered or not) relating to the obligations performed under this Agreement shall be the proprietary of IPPB and shall be subject to the confidentiality provisions of this Agreement.

- ii) This Agreement shall in no way be construed to grant any right, license or authorization nor shall it any way be deemed to create any interests, charge or lien in favour of the IPPB to use the computer programs, software, and/ or related documentation used or supplied by Service Provider for any purpose except as permitted in this Agreement.
- iii) The IPPB master file as well as the transaction data file and related files, reports, studies supplied by the IPPB under this Agreement are subject to the proprietary rights of the IPPB, as well as the Confidentiality provision of this Agreement.

**25. SUCCESSORS:**

This Agreement binds the executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein.

**26. NON-EXCLUSIVE AGREEMENT:**

This Agreement is on non-exclusive basis and the Service Provider shall not have any exclusive right to perform the obligations as mentioned in this agreement. The IPPB shall be free to engage any other Service Provider/s or may entrust performance of obligations similar to the performance of obligations or any part thereof to any person/s or company or firm etc.

**27. Relationship of the Parties:**

This Agreement, shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided in this Agreement, neither party shall assume or be responsible for any liability or obligation that arises from any act or omission to act of, the other party however or whenever arising.

**28. Termination of Contract**

- a) Bank shall have the option to terminate this agreement any time or at any stage in the scenarios listed below.
  - i. Non performance of obligations by the service provider
  - ii. Service levels committed not met with by the service provider
  - iii. Deficiency in deliverables.
  - iv. Breach by service provider of any of the terms and conditions under this agreement.
- b) IPPB shall also have the option to terminate the agreement, in whole or in part by giving service provider at least 30 days' notice in writing.
- c) The Bank will also be entitled to terminate any subsequent agreement, if the selected service provider breaches any of its obligations set forth in this agreement and any subsequent agreement and such breach is not cured within thirty (30) Days after Bank gives written notice OR -

- d) OR If such breach is not of the type that could be cured within thirty (30) Days and the selected service provider fails to provide the Bank, within thirty (30) Days, a reasonable plan acceptable to the Bank to cure such breach.
- e) Further, the Bank reserves the right to cancel the contract of the service provider and recover expenditure incurred by the Bank in the event of any of the defaults occurred and the same is not rectified within 30 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:
  - i. The selected service provider commits a breach of any of the terms and conditions of RFP/agreement.
  - ii. Supply of substandard material/services or delay in implementation beyond 90 days from originally stated timelines as per terms of this agreement.
  - iii. If deductions on account of penalty exceeds more than 3 times in a quarter.
- g) IPPB may terminate this agreement on convenience, without assigning any reasons to the service provider.
- h) In the event of termination, the service provider shall co-operate for the same (including providing all information and knowhow required for migration of the services).
- i) IPPB reserves the right to recover any dues payable by the service provider from any amount outstanding to the credit of the service provider, including the pending bills and/or invoking Performance Bank Guarantee, if any, under this contract or any other contract/order.

**29. Termination due to bankruptcy of Service Provider, if Service Provider files for declaration of bankruptcy before the appropriate forum.**

The IPPB may serve written notice on the Service Provider at any time to terminate this Agreement with immediate effect in the event that the Service Provider reporting an apprehension of bankruptcy to the IPPB or its nominated agencies.

**30. EFFECTS OF TERMINATION**

In the event that the IPPB terminates this Agreement pursuant to failure on the part of the Service Provider to comply with the conditions as contained in this agreement and depending on the event of default, Performance Guarantee furnished by Service Provider shall be invoked/forfeited.

**31. BLACKLISTING**

If the Service Provider fails to perform the obligations as per this agreement and the RFP or his/her performance is found to be unsatisfactory by the IPPB (India Post Payments Bank Ltd.), the IPPB may at its sole discretion blacklist the Service Provider from participating in any offer by the IPPB calling Bids, for a period of 2 years. IPPB may also publish the details of the blacklisted Service Provider on its website and can share the same with the IBA (Indian Bank's Association).

**32. MATERIAL BREACH**

In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a Fifteen (15) days' notice for curing the Material Breach to the other Party. In case the Material Breach

continues, after the notice period, the IPPB or the Service Provider, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, and the termination will become effective.

### 33. LIQUIDATED DAMAGES

If the Service Provider fails to comply with the terms of this agreement, IPPB shall, without prejudice to its other remedies available to it, deduct from the Performance Bank Guarantee or any payments due to the Service Provider, as agreed estimated liquidated damages, a sum up to a maximum deduction of \_\_\_% (\_\_\_ percent) of the contract value. In the event of deduction of \_\_\_% of the contract, value under this agreement and in event of further compliance failure on part of the Service Provider, the IPPB reserves the right to terminate the agreement.

The payment or deduction of such Liquidated Damages shall not relieve the Service Provider from his obligations to complete its obligations under this Agreement.

The parties agree that the Liquidated Damages set out hereunder are genuine pre- estimate of costs and losses likely to be incurred by IPPB due to a failure to comply with the terms of the agreement.

### 34. Fraud by Service Providers Personnel

The IPPB reserves its right to initiate criminal action against the agents/ employees of the Service Provider for fraud or misappropriation, besides stringent penalties Under the applicable laws, the IPPB may call for termination of this Agreement if the IPPB, in its sole discretion finds it necessary to do so. The Service Provider agrees that any decision of the IPPB in this respect shall be final and binding on the Service Provider.

### 35. Disaster Recovery & Business Continuity Plan (DR & BCP) Requirements

The Service Provider should have proper standards & business continuity plan with required disaster recovery in place to achieve the stipulated uptime & achieve the required SLA's.

The proposed BCP plan needs to be shared by the Service Provider. It must include the strategy of City denial, country denial and people unavailability.

Regular testing of the Business Continuity to be done by service provider and the report of the same to be shared with IPPB.

### 36. Force Majeure

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In case of a FM, the contract frees both parties (IPPB & the service provider) from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. However, this does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The parties have to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, IPPB may at its option terminate the contract .

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the service provider would not be liable for imposition of any such sanction so long as the delay and/or failure of the service provider in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

### 37. Intellectual Property Rights

The name, logo, design, data (including and not limited to data of customers of IPPB), informations etc. of IPPB is solely the property of the IPPB and in no case the Service Provider shall use the same, except for the purposes mentioned under this agreement and exclusively for the IPPB only.

### 38. Confidentiality

"Confidential Information" shall mean and includes, without limitation, any and all information, data (including but not limited to customer data/information of IPPB), 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;

- i) The Service Provider recognises that during the term of this Agreement, data, documents and/or information, including but not limited to Proprietary Information ("Confidential Information") will be procured and made available to it. Disclosure or usage of the data by any such recipient may constitute a breach of applicable Laws causing harm to the concerned customers of the IPPB. The Service Provider hereby consents to, not disclose any such Confidential Information to any Third Party and demonstrate utmost care, sensitivity and strict confidentiality with regard to any such Confidential Information. Any breach of this Clause will result in the IPPB and its nominees receiving a right to seek injunctive relief and damages without any limit, from the and/or also seek termination, in its sole discretion.
- ii) Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement ("Discloser") to the other Party to this Agreement ("Recipient"):
  - a) To take such steps necessary to protect the Discloser's Confidential Information from unauthorised use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care.
  - b) To use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing.

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- c) Not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required about Recipient's use as permitted under this Clause, or as needed for the purposes of this Agreement, provided that any proprietary legends and notices (whether of the Discloser or of a Third Party) are not removed or obscured.
- d) Not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this Agreement.
- e) Promptly destroy all Confidential Information in its possession, to the satisfaction of the Discloser, upon fulfilment of its obligations under this Agreement.
- iii) The restrictions of this clause shall not apply to Confidential Information that:
- a) is or becomes generally available to the any Third Party through no breach of this Clause by the Recipient;
- b) was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder, provided the same has been rightfully obtained;
- c) is developed by the Recipient independently of any of Discloser's Confidential Information;
- d) is rightfully obtained by the Recipient from Third Parties authorised at that time to make such disclosure without restriction;
- e) is identified in writing by the Discloser as no longer proprietary or confidential;
- f) is required to be disclosed by Law, regulation or order of a court or any other regulatory authority in India or to be furnished to the Parliament and/or its Committees, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- iv) To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information, with the prior written consent of the other Party, which shall not be unreasonably withheld, to:
- a. its employees, agents and independent contractors and to any of its Affiliates and their respective independent contractors or employees but all of them should in turn be bound to maintain the confidentiality referred to herein on their part; and
- b. its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Clause and in respect of whom the relevant Party has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose Confidential Information to any entity with the other Party's prior written consent.
- v) The provisions of this clause 38 shall survive the expiration or any earlier termination of this Agreement.
- vi) Confidential Information shall be and remain the property of the Discloser and nothing in this clause shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.

- vii) Subject as otherwise expressly provided in this Agreement all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or, (ii) termination or expiry of this Agreement.
- viii) Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Clause by the other Party and that the IPPB and Service Provider, as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Clause, but shall be in addition to all other remedies available at Law or equity to the damaged Party.

### 39. Personnel

- i) Personnel assigned by the Service Provider to perform the obligations shall be employees/sub-contractors/consultants of the Service Provider, and under no circumstances will such personnel be considered employees of IPPB. The Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and other applicable taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all IPPB obligations under all applicable laws.
- ii) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

### 40. Change in constitution & management

Prior intimation to IPPB shall be required by the Service Provider for any change in the Partner or its constitution.

Change in management and the key persons monitoring the outsourcing arrangements are to be timely informed to IPPB by Service Provider to ensure continuity of operations. Further, the deployed management/ resources should be in line with the expertise requirements to carry out the activities and as per terms & conditions of this agreement.

### 41. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Service Provider to IPPB, whether under the contract, in tort or otherwise, shall be limited to the total Contract Price. Provided that this limitation shall not apply to any obligation of the Service Provider, to cost of repairing or replacing defective equipment and/or to indemnify the IPPB under clause 15 and/or due to breach of Intellectual Property Rights under clause 24 & 37 or breach of confidentiality obligations under clause 38 .

### 42. Performance Monitoring

The performance of the service provider shall be continuous monitored and assessed at a regular interval of \_\_\_\_ months/quarterly/half-yearly.

In case of any deficiency in obligations/deliverables by the service provider or non-adherence to the timelines as mentioned under this agreement , IPPB may provide a cure period of \_\_\_\_ days to the service provider to improve its services or adhere to the timelines. In case, the there is no improvement on the part of Service Provider, then IPPB may terminate this agreement at its own discretion.

#### 43. Order Cancellation

IPPB reserves its right to cancel the order (fully or partially) in the event of work not done as per the mutually agreed terms & conditions. **Notices**

- i) Any notice or other document, which may be given by either Party under this Agreement to the other Party ("Notice"), shall be given in writing in person or by registered post or by facsimile transmission.
- ii) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address set forth below-

**If to IPPB;**

**Name:**.....

**Designation:** .....

**India Post Payments Bank Ltd., Corporate Office, 2<sup>nd</sup> Floor, Speed Post Centre, Market Road, Bhai Veer Singh Marg, New Delhi-110001**

**Telephone no. -** \_\_\_\_\_,

**E-Mail ID:** .....

**If to Service Provider;**

**Name:**.....

**Designation:** .....

**Address:**.....

**Telephone:** .....

**Fax:** .....

**Email Id:** .....

- iii) Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter), or through e-mail with due acknowledgement of its receipt.
- iv) Either Party to this Agreement may change its representative, address, telephone number, facsimile number and nominated email for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

#### 44. ENTIRE AGREEMENT

This Agreement along with Schedules constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

#### 45. COSTS

Each of the parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

#### 46. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.

#### 47. VARIATIONS AND FURTHER ASSURANCE

- i) No amendment, variation or other change to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives of the Parties to this Agreement.
- ii) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

#### 48. SEVERABILITY AND WAIVER

- i) No waiver of any provision of this Agreement or consent to any departure from it by any party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges
- ii) Failure or delays on the part of any party in exercising any right, power or privilege under this Agreement and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, power and privilege hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which the parties would otherwise have. No notice to or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any of the other parties to any other or further action in any circumstances without notice or demand.
- iii) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement and the remainder of the provisions in question which shall remain in full force and effect.
- iv) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision. No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.

#### 49. SURVIVAL

Cancellation, expiration or earlier termination of the Agreement (i) shall not relieve any Party of any obligations here under which expressly or by implication survive termination hereof; and (ii)

except as otherwise provided in any provision of the Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for (a) loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination; and (b) warranties, remedies, promises of indemnity and confidentiality.

#### **50. PUBLICITY AND BRANDING**

- i) The Service Provider shall not, without the prior written consent of the IPPB, which shall not be unreasonably withheld or delayed, make any press announcements or publicise this Agreement or any other contract with the IPPB or their respective contents or the business practices of the Parties in any way; or use the IPPB name or brand in any promotion or marketing or announcement of orders.
- ii) Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

#### **51. Price Fall Clause**

The Service Provider undertakes that it has not supplied/is not supplying same or similar services/ items/ systems or subsystems at a price lower than that offered in this agreement in respect of any other Ministry/ Department of the Government of India or any PSU or any Public Sector Bank during the currency of the contract and if it is found at any stage that same or similar services/ items/ products/ Systems or Subsystems were supplied by the Service Provider to any other Ministry /Department of the Government of India or any PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Service Provider to IPPB, even if the contract has already been concluded.

#### **52. Precedence of Documents**

If there is any inconsistency between the terms of this agreement & the RFP then, the terms of the RFP will prevail to the extent of any inconsistency.

#### **53. Resolution of disputes and arbitration**

The IPPB and the Service Provider shall make every effort to resolve any disagreement or dispute amicably, arising in connection with this agreement, by direct and informal negotiation between the designated officer of the IPPB and designated representative of the Service Provider. If designated officer of the IPPB and representative of Service Provider 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 Service Provider respectively. If the parties fail to resolve the dispute within 21 (Twenty-One) days after the commencement of such negotiations, the IPPB can:

- A. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.

- B. 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.
- C. Within thirty (30) days of the receipt of the said notice, the arbitrators shall be appointed in writing.
- D. The Arbitrators shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- E. 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 Indian Courts only.
- F. 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.
- G. 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.

#### 54. Applicable law and jurisdiction of court

This agreement shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

#### 55. PREVENTION OF CORRUPTION

- i) The Service Provider shall not:
  - I. offer or agree to give any person working for or engaged by the IPPB any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Service Provider and the IPPB or any Governmental Authority; nor
  - II. enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the IPPB or any other Governmental Authority by or for the Service Provider, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the IPPB before execution of this Agreement.
- ii) If the Service Provider (including any employee, Partner, or agent, in all cases whether or not acting with the Service Provider's knowledge) breaches the above provisions of Clause 55(i) ,I & II and/or the Prevention of Corruption Act, 1988 in relation to this Agreement or any other contract with the IPPB, the IPPB may terminate this Agreement by written notice with immediate effect.
- iii) Any termination under the above clause 55 (i) & (ii) shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the IPPB.

**Notwithstanding, what has been stated above, for the purpose of interpretation of the responsibilities of the Service Provider under this Agreement, all the terms & conditions of this agreement shall prevail and shall be binding upon the Service Provider.**

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**IN WITNESS WHEREOF** the Parties have by duly authorised representatives set their respective hands and seal on the date first above written in the presence of:

**IPPB**  
Signed for and on behalf of the  
India Post Payments Bank Limited  
(Name & Designation)

**SERVICE PROVIDER**  
Signed for and on behalf of the  
.....  
(Name & Designation)

**WITNESSES:**

1.  
  
(Name, Designation, Organisation, and Signature)

2.  
  
(Name, Designation, Organisation, and Signature)

**22. Annexure – 19 Bid Security Declaration**

(To be submitted on Bidder Letter Head)

Date:

To,  
Chief Manager,  
India Post Payments Bank,  
Speed Post Centre, Bhai Vir Singh Marg  
New Delhi 110 001

**Sub** : Bid Security Declaration - regarding.

**Ref** : Tender document No. \_\_\_\_\_ dated \_\_\_\_\_

**RFP for Selection of Tax Consultant for IPPB**

We, the undersigned declare that:

We know that the bid should be supported by a Bid Security Declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for bidding in any contract in India Post Payments Banks for a period of 2 years from the date of opening of Bid. If we are in breach of our obligation(s) under the bid conditions, because we:

After having been notified of the acceptance of our bid by the Contracting Authority within the period of bid validity:

1. We failed or refused to furnish a Performance Security in accordance with the Condition of the Tender Document of Tender No. \_\_\_\_\_

**OR**

2. We failed or refused to sign the contract.

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon:

1. Our receipt of your notification to us of the name of the successful bidder or
2. Thirty days after the expiration of our Bid or any extension to it

We know if we are a Joint Venture, Securing Declaration should be in the name of the JV submitting the bid. If the JV is not legally constituted at the time of bidding, the Bid-Securing Declaration will be in the name of all partners named in the JV agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of M/s. \_\_\_\_\_

Address:

Signature

Name

In the capacity of

(DULY AUTHORISED TO SIGN THE BID)

**23. Annexure – 20 Declaration on absence of Conflict of Interest**

(To be submitted on the Letterhead of the Bidder)

(Place), (Date)

To,

The Chief Manager,

India Post Payments Bank

Corporate Office, 2<sup>nd</sup> Floor,

Speed Post Centre Building,

Bhai Veer Singh Marg,

Gole Market, New Delhi – 110 001.

**Subject: Declaration regarding absence of conflict of interest in RFP for Selection of Tax Consultant for IPPB**

Dear Sir / Madam,

We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the service provider or any prospective partner due to prior, current, or proposed contracts, engagements, or affiliations with Bank.

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 requirements given in the RFP.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Yours sincerely,

On behalf of [Bidder's Name]:

Authorized Signatory Name:

Title of Signatory:

Name of Firm:      Address:      Seal / Stamp of Bidder: