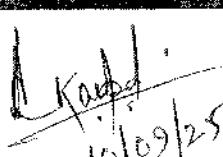


**Request for Proposal (RFP)**  
for  
**Selection of System Integrator for  
Design, Implementation, Enhancements,  
Operations and Maintenance of  
Integrated Platform for IBC Ecosystem (iPIE)  
And Mobile Application**



10/09/25

अनिल कांडपाल / Anil C Kandpal  
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Ministry of Corporate Affairs  
गारत सरकार / Government of India  
नई दिल्ली / New Delhi

**RFP No30/08/2023-Insolvency(part3)  
Dated 10-09-2025**

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अनिल कंदपाल /Anil C Kandpal  
अधर राज्यीय /Under Secretary

## 1. Disclaimer

The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Bids. The information contained in this RFP has been provided to the best of knowledge of the Purchaser and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive.

While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely solely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial, and regulatory consequences of entering into a contract relating to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at, by the Purchaser in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser, its officers, employees, advisors, or consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

The information contained in this RFP is subject to update, expansion, revision, and amendment prior to the last day of submission of the Bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Bids, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees, advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

The Purchaser, its officers, employees, advisors, or consultants make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost, or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

The issue of this RFP does not imply that the Purchaser is bound to select or appoint a Bidder for the Project and the Purchaser reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all 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 Purchaser, 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 Purchaser 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.



अनिल कंदपाल / Anil C Kandpal  
अधिकारी सचिव / Under Secretary

## 2. Abbreviations, Acronyms & Definitions

|                      |  |
|----------------------|--|
| AA                   | Adjudicating Authority   |
| API                  | Application programming interface  |
| AR                   | Authorized Representative  |
| AWS                  | Amazon Web Services  |
| Bid                  | Proposal submitted by bidders in response to this RFP issued by the Purchaser for selection of System Integrator |
| Bidder               | A firm/company who submits a bid in response to this RFP   |
| BPMN                 | Business Process Modeling & Notation   |
| BRD                  | Business Requirements Document   |
| BT                   | Bankruptcy Trustee   |
| CA                   | Chartered Accountant   |
| CD                   | Corporate Debtor   |
| CERT                 | Computer Emergency Response Team   |
| CI/CD                | Continuous Integration and Continuous Deployment   |
| CIN                  | Corporate Identification Number  |
| CIRP                 | Corporate Insolvency Resolution Process  |
| CMS                  | Case Management System   |
| CoC                  | Committee of Creditors   |
| CRUD                 | Create, Read, Update, Delete   |
| CSP                  | Cloud Service Provider   |
| CSS                  | Cascading Style Sheets   |
| CSV                  | Comma Separated Values   |
| CV                   | Curriculum Vitae   |
| DBA                  | Database Administrator   |
| DIN                  | Director Identification Number   |
| DMS                  | Document Management System   |
| DSC                  | Digital Signature Certificates   |
| EAPD                 | E-Auction Process Document   |
| EoI                  | Expression of Interest   |
| ER                   | Entity Relationship Diagram  |
| ETL                  | Extract, Transform, and Load   |
| Evaluation Committee | Technical Committee constituted by the Purchaser for evaluation of bids  |
| FCs                  | Financial Creditor/Creditors   |
| FRS                  | Functional Requirements Specification  |
| FTCIRP               | Fast Track Corporate Insolvency Resolution Process   |
| GIGW                 | Guidelines for Indian Government Websites  |
| GST                  | Goods and Services Tax   |
| GSTIN                | Goods and Services Tax Identification Number   |
| HTML                 | Hypertext Markup Language  |
| HTTP                 | Hypertext Transfer Protocol  |
| HTTPS                | Hypertext Transfer Protocol Secure   |

|           |   |
|-----------|---|
| IBC       | Insolvency and Bankruptcy Code, 2016  |
| IBBI      | Insolvency & Bankruptcy Board of India  |
| IDE       | Integrated Development Environment  |
| IM        | Information Memorandum  |
| IMC       | Implementation & Monitoring Committee   |
| IP        | Insolvency Professional   |
| IPA       | Insolvency Professional Agency  |
| IPE       | Insolvency Professional Entity  |
| iPIE      | Integrated Platform for IBC Ecosystem   |
| IRP       | Interim Resolution Professional   |
| ITIL      | Information Technology Infrastructure Library   |
| IU        | Information Utility   |
| JSON      | JavaScript Object Notation  |
| LDAP      | Lightweight Directory Access Protocol   |
| LLPIN     | Limited Liability Partnership Identification Number   |
| LoC       | List of Creditors   |
| LoI       | Letter of Intent  |
| MCA       | Ministry of Corporate Affairs   |
| MIS       | Management Information System   |
| MSA       | Master Service Agreement  |
| NCLAT     | National Company Law Appellate Tribunal   |
| NCLT      | National Company Law Tribunal   |
| NeSL      | National E-Governance Services Limited  |
| O&M       | Operations and Maintenance  |
| OC        | Operational Creditor  |
| OLAP      | Online analytical processing  |
| OWASP     | Open Web Application Security Project   |
| PAN       | Permanent Account Number  |
| PBG       | Performance Bank Guarantee  |
| PG        | Personal Guarantor  |
| PMP       | Project Management Professional   |
| PPIRP     | Pre-Packaged Insolvency Resolution Process  |
| PRA       | Prospective Resolution Applicant  |
| PSU       | Public Sector Undertaking   |
| PUFE      | Preferential transaction, Undervalued transaction, Fraudulent transaction, and Extortionate transaction |
| Purchaser | Ministry of Corporate Affairs (MCA), Government of India (GoI)  |
| QA        | Quality Assurance   |
| QCBS      | Quality & Cost Based Selection  |
| RA        | Resolution Applicant  |
| RACI      | Responsible, Accountable, Consulted & Informed  |
| REST      | Representational State Transfer   |
| RFP       | Request For Proposal  |

|                   |   |
|-------------------|---|
| RFRP              | Request for Resolution Plan   |
| RHEL              | Red Hat Enterprise Linux  |
| ROC               | Registrar of Companies  |
| RoD               | Record of Default   |
| RP                | Resolution Professional   |
| RTGS              | Real Time Gross Settlement  |
| RV                | Registered Valuer   |
| RVE               | Registered Valuer Entities  |
| RVO               | Registered Valuer Organizations   |
| S3 Bucket         | Simple Storage Service  |
| SC                | Supreme Court   |
| SCC               | Stakeholders Consultation Committee   |
| SDD               | System Design Document  |
| SI                | System Integrator is the firm/company, selected through competitive tendering process in pursuance of this RFP, for design, implementation, operations, and maintenance of iPIE and mobile application. |
| SLA               | Service Level Agreement   |
| SOAP              | Simple Object Access Protocol   |
| SOP               | Standard Operating Procedure  |
| SOW               | Scope of Work   |
| SQL               | Structured Query Language   |
| SRS               | Software Requirements Document  |
| SSO               | Single Sign On  |
| STQC              | Standardization Testing & Quality Certification   |
| Successful Bidder | A firm/company whose proposal/bid has been determined as the most responsive by the Purchaser based on the evaluation criteria outlined in this RFP.  |
| SVN               | Subversion  |
| TOGAF             | The Open Group Architecture Framework   |
| TTT               | Train-the-Trainer   |
| UAT               | User Acceptance Testing   |
| UFC               | Unrelated Financial Creditors   |
| UI                | User Interface  |
| UIDAI             | Unique Identification Authority of India  |
| UIN               | Unique Identification Number  |
| UTR               | Unique Transaction Reference  |
| UX                | User Experience   |
| VAPT              | Vulnerability Assessment and Penetration Testing  |
| VDR               | Virtual Data Room   |
| VL                | Voluntary Liquidation   |
| VPN               | Virtual Private Network   |
| WAF               | Web Application Firewall  |

Table 1: Abbreviations, Acronyms &amp; Definitions

### 3. Factsheet

| Sr.# | Information   | Details  |
|------|---|--|
| 1    | Purpose of RFP  | The Purchaser seeks to engage a System Integrator (SI) for design, implementation, operations, and maintenance of Integrated Platform for IBC Ecosystem (iPIE) and mobile application.   |
| 2    | Selection Method  | <b>QCBS:</b> 70% weightage to the technical score & 30% weightage to the commercial score.   |
| 3    | Availability of RFP document                                  | RFP can be downloaded from:<br><a href="https://gem.gov.in/">https://gem.gov.in/</a> Or<br><a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a>   |
| 4    | Cost of the RFP document                                      | The Bidder may download the document free of cost from GeM/eProcurement portal.  |
| 5    | Bid Security Declaration                                      | Bidders shall submit, along with their Proposals, a signed ‘Bid Security Declaration’ accepting that if the Bidder withdraws or modifies the bids during the validity period, or if the Bidder is awarded the contract and they fail to sign the contract, the Bidder will be suspended for a period of two years from being eligible to submit Bids/Proposals for contracts with the Purchaser. |
| 6    | Period of Contract  | 5 years (extendable up to 2 years with a maximum of 2 such extensions)   |
| 7    | Proposal Validity Period                                      | Proposals shall remain valid for 150 days after the last date of submission of bid.  |
| 8    | Proposal Language   | English  |
| 9    | Proposal Currency   | INR  |
| 10   | Consortium Allowed  | No   |
| 11   | Sub-Contracting Allowed                                       | No   |
| 12   | Date and time for submission of Pre-Bid queries through email | 17-09-2025 17:30 Hours<br>Email: <a href="mailto:anilc.kandpal@nic.in">anilc.kandpal@nic.in</a> , <a href="mailto:sheshadri.s@gov.in">sheshadri.s@gov.in</a>   |
| 13   | Date and time for Pre-Bid meeting                             | 24-09-2025 11:00 Hours<br>Venue: MCA Conference Room, 5 <sup>th</sup> Floor, Shastri Bhawan, New Delhi.  |
| 14   | Last Date and Time for submission of bids                     | 16-10-2025 17:30 Hours   |
| 15   | Date and Time of opening of technical bids (on or after)      | 17-10-2025 11:00 Hours   |
| 16   | Date of opening of commercial bids                            | To be communicated separately.   |
| 17   | Contact Details   | Shri Hemant Kumar Patil, Director, MCA.<br>Email: <a href="mailto:hkpatil@ord.gov.in">hkpatil@ord.gov.in</a>   |

Table 2: Factsheet

## 4. Instructions to Bidders

### 4.1 General

- (i) While every effort has been made to provide comprehensive and accurate background information, requirement & specifications, bidder must form their own conclusion about solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisors in relation to this RFP.
- (ii) All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the project by the Purchaser based on this RFP.
- (iii) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of the preferred Bidders status by the Purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- (iv) This RFP supersedes and replaces any previous public procurement documentation and communications regarding this procurement, and bidder should place no reliance on such communications.
- (v) The bidder is expected to respond to the requirements as completely and with as much relevant details as possible focussing on demonstrating Bidder's suitability to be selected.
- (vi) The bidder is expected to examine all instructions, formats, terms, Project requirements and other information in the RFP document. Failure to furnish all information required in the RFP documents or submission of proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the bid.

### 4.2 Compliant Bids/Completeness of Responses

- (i) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- (ii) Failure to comply with the requirements of this paragraph may render the proposal non-compliant and proposal may be rejected. Bidders must:
  - (a) Include documentations specified in this RFP during bid submission.
  - (b) Follow the format of this RFP and respond to each element in the order as set out in this RFP.
  - (c) Comply with all requirements as set out within this RFP.

### 4.3 Code of Integrity

No official of the Purchaser or a bidder shall act in contravention of these codes which includes, prohibition of:

- (i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (ii) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- (iii) Any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.

- (iv) Improper use of information provided by the Purchaser to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (v) Any financial or business transaction between the bidder and any official of the Purchaser related to tender or execution process of contract, which can affect the decision of the Purchaser directly or indirectly.
- (vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the Purchaser.
- (vii) Obstruction of any investigation or auditing of Purchaser.
- (viii) Making false declaration or providing false information for participation in a tender process to secure a contract.

### **4.3.1 Disclosure by Bidder**

- (i) Disclosure by bidder of any previous transgression made in respect with any entity in any country during the last three years or of being debarred by any other procuring entity.
- (ii) In case of any reported violations, the purchaser, after giving a reasonable opportunity of being heard, comes to conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measure.

## **4.4 Pre-Bid Meeting and Clarifications**

### **4.4.1 Pre-Bid Conference**

- (i) The Bidders shall ensure that their queries for pre-bid meeting shall be sent over email as per the details in the Factsheet.
- (ii) The queries shall necessarily be submitted in the following format:

| Sr.# | RFP Document Reference(s)<br>(Section & Page Number(s)) | Content of RFP<br>requiring<br>clarification(s) | Point of<br>clarification |
|------|---|---|---------------------------|
|      |   |   |                           |
|      |   |   |                           |

Table 3: Pre-Bid Queries

- (iii) Purchaser shall not be responsible for ensuring that the bidder's queries have been received by them. Any request for clarification, post the indicated date and time may not be entertained by the Purchaser.

### **4.4.2 Responses to pre-bid queries and issue of corrigendum**

- (i) The Nodal Officer notified by the Purchaser shall endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posted by the bidders.
- (ii) At any time prior to the last date for receipt of bid, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by corrigendum.
- (iii) The corrigendum (if any) and clarification to the queries from all bidders will be posted on the GeM/eProcurement portal. Any such corrigendum shall be deemed to be incorporated in this RFP.
- (iv) In order to provide prospective bidders reasonable time for taking the corrigendum into account, Purchaser may, in its discretion, extend the last date for the receipt of the bids.

## 4.5 Key Requirements of the Bid

### 4.5.1 Bid Security Declaration

Bidders shall submit, along with their proposals, a signed 'Bid Security Declaration' (as per Format 3 in Appendix section) accepting that if the bidder withdraws or modifies the bid during period of validity, or if the bidder is awarded the contract and fails to sign the contract, the bidder will be suspended for a period of two years from being eligible to submit bids/proposals for contracts with Purchaser.

### 4.5.2 Submission of Proposals

- (i) Bidders shall submit their responses to the RFP as per the procedure specified on the GeM/eProcurement portal being used for this purpose. The items to be uploaded on the relevant sections/folders on the portal would include all the related documents mentioned in this RFP, such as:
  - (a) Bid security declaration
  - (b) Pre-qualification response with compliance sheet for prequalification
  - (c) Technical proposal along with covering letter
  - (d) Commercial proposal along with the cover letter
  - (e) Additional certifications/documents e.g., Power of Attorney, CA certificates on turnover and any other relevant documents.
- (ii) However, each of the above documents must be uploaded in the format specified for this purpose.
- (iii) The bidder must ensure that the bid is signed and stamped by the authorized signatory of the bidding firm and has been duly submitted within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.
- (iv) All the pages of the proposal document must be sequentially numbered and signed by the authorized signatory. It must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bidder's proposal.
- (v) Please note that prices should not be indicated in the pre-qualification proposal or technical proposal but should only be indicated in the commercial proposal.

### 4.5.3 Bidders Authorized Signatory

Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he/she is authorised to execute documents and to undertake any activity associated with the Bidder's proposal.

## 4.6 Preparation and Submission of Bids

### 4.6.1 Proposal preparation costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

अनिल कंद कांडपाल /Anil C Kandpal  
अध्यक्ष /Under Secretary

#### **4.6.2 Language**

The Proposal should be filled by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of proposal evaluation, the English translation shall govern.

#### **4.6.3 Venue and deadline for submission of proposals**

Bidders should submit their responses to the RFP as per the procedure specified on the GeM/eProcurement portal. Any proposal submitted on the eProcurement portal after the Bid Submission Date will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

#### **4.7 No Deviations**

The bidder shall be required to provide a declaration for no deviation to the contents of the RFP document in the format prescribed as Format 10 under the Annexures.

#### **4.8 Evaluation Process**

- (i) The Apex Steering Committee constituted by MCA and comprising of representatives from MCA, NCLAT, NCLT, IBBI and NeSL will have complete oversight of the iPIE and will provide high level guidance and approvals for the project. The Technical Committee (Evaluation Committee) comprising of representatives from MCA, IBBI, NCLAT, NCLT, NIC, DFS, MeitY and NeSL shall assess the responses of the Bidders.
- (ii) The Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability of a bidder to submit requisite supporting documents/documentary evidence within a reasonable time provided to it, may lead to the bidder's proposal being declared non-responsive.
- (iii) The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Evaluation Committee.
- (iv) The Evaluation Committee may ask for meetings with the bidders to seek clarifications on their proposals.
- (v) The Evaluation Committee reserves the right to reject any or all proposals based on any deviations contained in them.
- (vi) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **4.9 Bid Opening**

The bids submitted will be opened at time & date as specified in the Factsheet by the Evaluation Committee or any other officer authorized by Evaluation Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening (physically or virtually as decided).

#### **4.10 Bid Validity**

- (i) The proposal submitted by the bidders should be valid for a minimum period of 150 days from the last date of submission of the bids.

- (ii) In exceptional cases, the bidders may be requested by the Purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the bid validity, are to extend the same in writing without any change or modification of their original bid and they are required to extend the validity period of the bid security declaration accordingly.
- (iii) In case the day up to which the bids are to remain valid falls on/subsequently declared a holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

## 4.11 Bid Evaluation

- (i) Initial bid scrutiny will be held to confirm that bid do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive if a proposal is found to have been:
  - (a) Submitted in manner not conforming with the manner specified in the RFP document.
  - (b) Submitted without appropriate Bid Security Declaration as prescribed herein.
  - (c) Received without the appropriate power of attorney.
  - (d) Containing subjective/incomplete information.
  - (e) Submitted without the documents requested in the required format.
  - (f) Non-compliant with any of the clauses stipulated in the RFP, and
  - (g) Having lesser than the prescribed validity period.
- (ii) All responsive bids will be considered for further processing as below:  
Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the RFP document. All eligible bids will be considered for further evaluation (pre-qualification evaluation, technical evaluation of pre-qualified bidders and commercial evaluation of technically qualified bidders) by the evaluation committee according to the evaluation process defined in this RFP document. The decision of the evaluation committee will be final in this regard.

## 5. Integrated Platform for IBC Ecosystem (iPIE)

### 5.1 Background

The IBC ecosystem comprises essential institutions, each entrusted with distinct roles. Below are summarized details of the functions executed by these institutions along with descriptions of the individual IT systems present within each:

- (i) **NCLAT & NCLT:** National Company Law Appellate Tribunal (NCLAT) serves as the Appellate Authority, while the National Company Law Tribunal (NCLT) functions as the Adjudicating Authority (AA) within the framework of the Insolvency and Bankruptcy Code (IBC) ecosystem. Both authorities have seamlessly integrated the 'e-courts' system, an online platform facilitating the submission of applications and replies by petitioners and respondents. The system streamlines the scrutiny process undertaken by the registry, ensuring the validation of submissions. Members can access case documents online during court proceedings or through virtual sessions. Furthermore, orders issued by the authorities are promptly accessible via the online portal, enhancing transparency and accessibility for stakeholders. The portal also features a comprehensive daily cause list, facilitating convenient reference for all concerned parties (<https://nclat.nic.in/> & <https://nclt.gov.in/>).

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- (ii) **MCA:** All debtor companies incorporated under the Companies Act are seamlessly integrated into the MCA-21 portal operated by the Ministry of Corporate Affairs (MCA). This comprehensive portal serves as a centralized platform for ensuring continuous compliance with the Companies Act, including obligations pertinent to insolvency proceedings overseen by Insolvency Professionals (IPs). The MCA-21 portal provides a wealth of essential information pertaining to directors, financial statements, annual filings, charges, and other regulatory compliances mandated by the Companies Act. This centralized repository streamlines the management of corporate governance requirements and facilitates efficient oversight of debtor companies throughout the entirety of insolvency proceedings (<https://www.mca.gov.in>).
- (iii) **IBBI:** The process regulations empower IBBI to utilize the platform for compliance, reporting, and monitoring of cases and IPs. IBBI hosts an online platform where insolvency professionals can file reports and document progress on the processes conducted by them. The website also serves as a repository of information, encompassing orders, resources for IPs, publications for the market and researchers, data on cases, and information regarding IPs, accessible to the public and other stakeholders. Moreover, it acts as a dissemination service provider for public announcements, expressions of interest, auction announcements, and other notifications made under the Code (<https://www.ibbi.gov.in>).
- (iv) **Information Utility:** National E-Governance Services Ltd. (NeSL) serves as the repository for all debt and default information provided by financial creditors. NeSL offers authentication and verification services for such debt and default data. Additionally, it acts as a dissemination service provider for public announcements, expressions of interest, auction announcements, and other notifications mandated by the Code. Furthermore, NeSL is an empanelled Professional Development Agency, offering facilitation services to enhance the efficiency of Insolvency Professionals (IPs) in their duties (<https://nesl.co.in/>).
- (v) **Insolvency Professionals:** An integral stakeholder within the ecosystem, the insolvency professional serves as the linchpin of all processes outlined in the Code. Appointed by the Adjudicating Authority (AA), the insolvency professional operates under the supervision of the Court and the Insolvency and Bankruptcy Board of India (IBBI). As the central figure in insolvency proceedings, the insolvency professional assumes responsibility for providing crucial information regarding the progress of processes mandated by the AA. Additionally, they offer insights into the responses and the broader impact of legal actions on market participants.
- (vi) **Insolvency Professional Agency:** An Insolvency Professional Agency (IPA) is an organization authorized by the IBBI to regulate and oversee insolvency professionals in India. The main role of an IPA is to set standards, develop a code of conduct, and monitor the performance and conduct of IPs who work on insolvency and bankruptcy cases. IPAs play a crucial role in maintaining the integrity and professionalism of IPs, ensuring that they adhere to ethical practices, and providing necessary support and guidance to IPs in handling insolvency proceedings effectively. They also facilitate training, certification, and continuous professional development programs for IPs to enhance their skills and knowledge in insolvency resolution and restructuring processes.
- (vii) **Registered Valuers:** A Registered Valuer (RV) is a professional certified and authorized by IBBI, to conduct valuation of assets, securities, businesses, or properties. Their primary role is to provide an independent and unbiased assessment of the value of assets or businesses based on market trends, financial analysis, and industry standards. Registered Valuers follow a strict code of conduct and adhere to valuation standards prescribed by regulatory authorities. They play a crucial role in various financial

transactions, such as mergers and acquisitions, insolvency proceedings, taxation, financial reporting, and legal disputes, by providing accurate and reliable valuation reports that assist stakeholders in making informed decisions.

(viii) **Registered Valuer Organizations:** A Registered Valuer Organization (RVO) is a recognized entity authorized by IBBI, to regulate and oversee registered valuers (RVs) within a specific sector or industry. RVOs play a crucial role in ensuring the professionalism, competency, and ethical conduct of RVs by setting standards, developing codes of conduct, conducting examinations, and providing continuous professional development programs. They also facilitate the registration, training, certification, and monitoring of RVs, ensuring that they adhere to valuation standards and guidelines while conducting valuations of assets, businesses, or properties. RVOs act as a bridge between regulatory authorities, RVs, and stakeholders, promoting transparency, integrity, and trust in valuation practices.

Illustrated in **Figure 1** are the intricate interactions among diverse stakeholders and the fundamental pillars of the Insolvency and Bankruptcy Code (IBC) ecosystem.

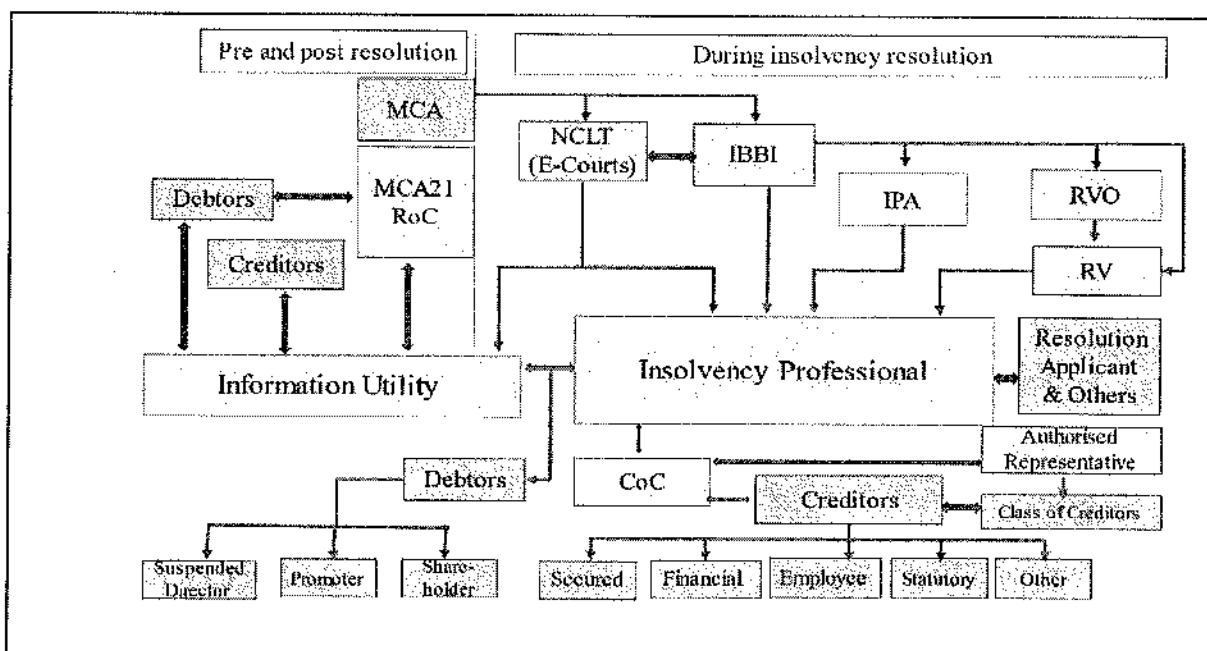
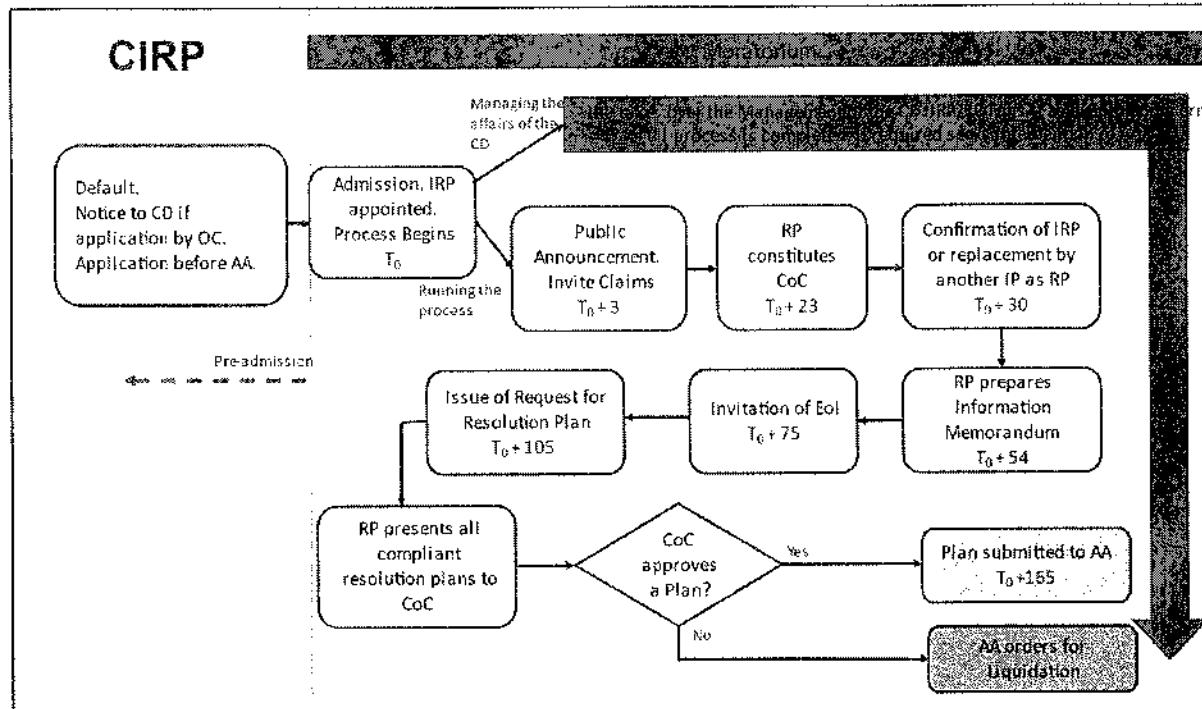


Figure 1: Stakeholder Interactions within the IBC Ecosystem

Displayed in **Figure 2** are the interactions occurring among stakeholders during a typical corporate insolvency resolution process.

  
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*Figure 2: Interactions among Stakeholders in a CIRP Process*

After admission of application for initiation of insolvency by NCLT, the process is carried out by the insolvency professional (IP) and requires interactions with debtors (for taking custody of assets/records), creditors (for claims), registered valuers (RV) (for valuation of assets), CoC (for meetings of CoC, agenda, decisions), authorised representatives (AR) of class of creditors, potential resolution applicants (for EoI, RFRP, resolution plans), auction purchasers (for notice, auction). After evaluation and approval of resolution plan, NCLT is again involved in the process of its approval. IPs must carry out lots of interaction with several participants during various processes between admission of application and approval of resolution plan. The outcomes of these interactions need to be reported to regulators (IBBI and IPA) and to NCLT (during liquidation).

Other processes are Pre-packaged Insolvency Resolution Process, Fast Track Insolvency Resolution Process, Liquidation Process, Individual Insolvency Resolution Process, Individual Bankruptcy Process, and Processes driven under Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority Rules, 2019. The interactions are similar in the other processes under the Code as the processes are designed on similar principles.

It can be seen from the interactions and processes depicted in Figure 1 and Figure 2 that IP is the focal point for the IBC ecosystem as most of the information flows to other stakeholders through the IP. The enabling or facilitation of activities that the IP carries out contributes significantly to efficiency of the processes under the Code. Interactions conducted by the IPs at various kinds of platforms are stored mainly in excel sheets. In case of friction between two parties in an interaction, there are claims and counterclaims about which version of information is correct. In addition, IPs face great difficulty in obtaining records from the company and there are disputes raised by both parties about what information has been submitted and what has not been submitted. At present IP carries out the activities and then reports back to the NCLT/IBBI through periodical reports. There are lags in reporting, loss of accuracy and consumes resources and time.

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## 5.2 Need for an Integrated IBC Platform

### (i) Challenges in existing IT ecosystem:

- (a) Workflow-Based Integration Delays: The absence of seamless workflow-based integration among various pillars within the IBC ecosystem results in delays in communication and service delivery, affecting efficiency.
- (b) Lack of Unique ID for Data Sharing: The absence of a unique id across all pillars hinders effective data sharing and communication, leading to operational inefficiencies.
- (c) Limitation of Scanned Document Submission: Document submission in scanned image formats limits the ability to extract and utilize data efficiently, impacting information retrieval and processing.
- (d) Data Quality Delays Decision-Making: Data isolation and lack of availability of relevant digital data results in delays in decision-making processes.
- (e) Legacy Architecture: Legacy architecture (monolithic) limits the ability to scale as per requirement.
- (f) Lack of Analytical Capabilities: Limited analytical capabilities due to fragmented data across pillars. It also limits the capability to generate dynamic reports for informed decision-making.
- (g) Real-Time Data & API Connectivity Issues: The absence of real-time data updates and non-functional or inadequate API connectivity at critical stages disrupts the flow of information and processes.
- (h) Data Robustness & Reliability: Inadequate robustness in processes leads to challenges related to data consistency, integrity, and reliability, impacting trust in the ecosystem.
- (i) IT Understanding & Data Quality: Limited IT understanding among users leads to inappropriate data inputs, reducing the system's overall productivity and efficiency.

### (ii) Addressing Challenges of Fragmented IT Systems within the IBC Ecosystem

The current landscape of fragmented IT systems within the IBC ecosystem, driven by separate institutions and operating within individual mandates, poses challenges to seamless interactions. Traditional communication channels persist between institutions, hindering the potential of technological integration. Integration of these disparate systems is crucial to enhance the efficiency of processes within the insolvency ecosystem, necessitating structured interlinking and collaboration.

### (iii) Integrated Technology Platform for Enhanced Efficiency

The Integrated Technology Platform aims to leverage information technology to streamline and enhance efficiency across all IBC processes. It promises to minimize delays, boost transparency, increase resolution applicant participation, facilitate effective decision-making, and maximize value in insolvency proceedings.

### (iv) Ensuring Seamless Interaction & Standardized Processes with Integrated Technology Platform

The Integrated Technology Platform, integrating process management systems with other platforms, shall ensure seamless interaction among stakeholders. Standardized experiences and interactions across all participants, enabling stakeholders to access relevant information in real-time. Detection of processes encountering difficulties, prioritization of cases by NCLT, and attraction of market players, including interim finance providers and resolution applicants, shall be facilitated through a unified portal. Establishing a portal incorporating key pillars of the IBC ecosystem shall foster synergy,

standardize interactions, and expedite decision-making processes by providing a singular source of truth.

**(v) Facilitating Efficient Execution by IP through Digital Intervention**

To ensure the effective execution of its mandate, the integrated digital intervention should empower the IPs to operate efficiently, cost-effectively, and within specified timelines. Equipping the IP with a suite of technological tools such as bulk communication applications, e-meeting platforms, electronic voting systems, virtual data rooms, auction platforms, challenge platforms, and digital marketing efforts is imperative. Provision of a virtual data room is essential for the secure storage of data over the required duration. Centralizing information flow within a single source of truth expedites fact establishment, aids instant service of notices, and mitigates delays at the NCLT. Additionally, real-time monitoring enhances accountability, enables prompt decision-making, and allows relevant regulators to oversee cooperation efforts among stakeholders, including representatives of creditor classes like homebuyers.

**(vi) Enhancing Security and Monitoring through Activity Logging**

The anticipated platform is expected to log all activities such as claim submission, verification, admission, rejection, as well as data/document access, upload, download, editing, and deletion. This logging mechanism, capturing user IDs, timestamps, and IP addresses, enhances the security and traceability of caserelated information. Such meticulous documentation facilitates monitoring and scrutiny during inspections conducted by regulatory authorities.

**(vii) Facilitating Synergy and Efficiency with an Integrated IBC Portal**

The portal shall integrate information from key pillars of the Insolvency and Bankruptcy Code (IBC) such as NCLAT, NCLT, MCA, IBBI, IU, and IPs onto a single platform to revolutionize operations within the ecosystem. By consolidating these crucial entities, the portal shall foster synergy in workflow and enhance collaboration among stakeholders including creditors and market participants.

## 5.3 Vision

The vision of iPIE system as defined based on the discussions held with IBC stakeholders, understanding of the project requirements, and as envisioned per the requirements of IBC ecosystem is defined as follows:

*"To create a robust, scalable, flexible and centralized integrated platform to meet the current and future requirements of the IBC ecosystem by creating a future ready tech driven platform, with objective of data driven decision making, high level of integrations with IBC pillars and other services, enhancing transparency and ensuring digital security."*

## 5.4 Objectives

The key objectives identified for the iPIE project are described as follows:

- (i) **Single Source of Truth Enabling User Empowerment:** To establish a central repository of accurate and up-to-date data related to resolution of insolvency cases. This "single source of truth" will provide all stakeholders with reliable, nonrepudiated, real-time information. It will empower users to make well-informed decisions based on trustworthy data, reducing the risk of errors, and provide transparency in the system.
- (ii) **Digitalization of IBC interconnected processes:** The processes currently being operated in silos to be interconnected across pillars to ensure that there is no manual intervention in between the process transitions from one pillar to another.

- (iii) **Data Integration to prevent multiple data entry:** To ensure that data once entered is not required to be entered again at any other step across pillars unless the data entered is incorrect or not validated.
- (iv) **Seamless user experience:** To provide users a single common interface for any interaction with IBC ecosystem or to interact with any other pillar of IBC. The single common interface shall enable seamless transition of UX and data between the pillar applications.

## 6. Detailed Scope of Work for System Integrator

The scope of work (SoW) for the **Integrated Platform for IBC ecosystem (iPIE) solution** for the SI shall encompass, but not be limited to, the implementation of the modules, associated services, and external interfaces/tools specified below, necessitating integration, installation, or configuration of tools. The services within the modules shall leverage external interfaces/tools and services from other modules to ensure efficient operation and deliver a cohesive user experience. iPIE services shall possess the capability to call or interact with other services within the same module, across different modules, or external applications through API orchestrations/integrations. The SI shall implement open-source solution for the development of iPIE application resulting in single source of truth for all the stakeholders of the IBC ecosystem.

The iPIE project delivery shall follow a hybrid approach (waterfall + agile) comprising three phases outlined as below, with the development & deployment of mentioned modules, services, and tools in each phase. The detailed description of the Project Phases is specified under ‘Project Phases’ section of this RFP document.

| Phase #   | iPIE Solution Phase  |
|-----------|--|
| Phase I   | Implementation of Modules, Services & Tools identified for Phase I   |
| Phase II  | II-B: Implementation of Modules, Services & Tools identified for Phase II (including II-A: Enhancements, Operations & Maintenance for Phase I) |
| Phase III | Enhancements, Operations & Maintenance for entire iPIE Solution and mobile application   |

Table 4: Project Phases

iPIE solution shall include the functionalities for the following indicative modules and external interfaces to be integrated/installed/configured. During the project implementation, the Purchaser reserves the right to suggest SI, an alternative module instead of the originally defined one, provided it entails a comparable level of effort. The Purchaser and SI shall jointly consider replacement of modules, ensuring that the substitute module aligns with the overarching objectives and usability standards of the iPIE solution.

The Purchaser shall be responsible for acquiring the external interfaces listed in the table for integration, installation, or configuration with the iPIE solution. However, the SI shall assist the Purchaser with technical specifications and benchmarking to identify and procure these external interface tools. Following procurement, the SI shall then proceed to configure/install and integrate these tools with the iPIE solution.

Please refer “**Functional Requirements Specification**” document in the Appendix section for detailed description of the functionalities of iPIE solution.

| Modules                           | External Interfaces (To be integrated/installed/configured) |
|-----------------------------------|---|
| 1. User Registration & Management | 1. Document Management System (DMS)                         |

|   |   |
|---|---|
| <ol style="list-style-type: none"> <li>2. Process Commencement</li> <li>3. Claims Management</li> <li>4. Stakeholder Management</li> <li>5. Records Management</li> <li>6. Resolution/Repayment Plan</li> <li>7. Resolution/Repayment Implementation &amp; Monitoring</li> <li>8. Liquidation/Bankruptcy Implementation &amp; Monitoring</li> <li>9. Virtual Data Room (VDR)</li> <li>10. E-Voting</li> <li>11. Compliance Management</li> <li>12. Litigation Management</li> <li>13. Finance/Cost Management</li> <li>14. MIS Reports &amp; Dashboards</li> <li>15. iPIE Mobile Application</li> </ol> | <ol style="list-style-type: none"> <li>2. Ticketing System</li> <li>3. Meeting Management</li> <li>4. Communication Tool</li> <li>5. Chatbot</li> <li>6. Digital Signature</li> </ol> |
|---|---|

Table 5: iPIE Modules

The subsequent sections outline the indicative but not limited to, tasks and responsibilities that shall be undertaken by SI during all the relevant project phases, encompassing the development and implementation of modules, services, and tools. The phase-wise segregation of modules, services and tools is detailed in the section “**Project Phases**” of this RFP.

## 6.1 Project Management & Execution Framework

The successful development of the iPIE solution shall require a robust Project Management and Execution Framework to ensure efficiency, transparency, and timely delivery. Building this integrated technology platform shall involve combining various systems, technologies, and components prevalent in the IBC ecosystem. Thus, in order to manage the complexity of integration, the SI shall require a systematic approach, along with a well-defined framework to provide the structure for ensuring that all elements are seamlessly brought together. The activities to be performed in this regard are elaborated below:

- (i) The project management framework shall serve as the structural backbone for planning, executing, and monitoring the project. For the same, the SI shall define roles and responsibilities, communication channels, risk management strategies, and overall governance structure, ensuring that all aspects of the project are well organized and aligned with the goals and objectives. The SI shall submit the following deliverables to the Purchaser:
  - (a) Detailed Project Plan: The SI shall submit a comprehensive plan delineating specific task, project activities, timelines & milestones, deliverables, and dependencies required to achieve the objectives of the iPIE project.
  - (b) Traceability Matrix: The SI shall submit a comprehensive matrix outlining the relationship between project requirements, deliverables, and test cases to ensure alignment and accountability throughout the project lifecycle.
  - (c) Communication Plan: The SI shall submit a structured plan detailing the communication channels, frequency, and protocols for disseminating project related information among stakeholders of the project.
  - (d) Risk Register: The SI shall submit an organized assessment of potential project risks, categorized by likelihood and impact, along with mitigation strategies and risk ownership.

- (e) RACI Matrix for all iPIE stakeholders: The SI shall submit a RACI matrix defining roles and responsibilities for all stakeholders involved in the iPIE project, clarifying who is Responsible, Accountable, Consulted, and Informed for each project task or decision.
  - (f) Resource Deployment Plan: The SI shall submit a strategic plan outlining the allocation of resources to support project activities, ensuring optimal utilization and alignment with project objectives.
  - (g) Exit Management Plan & Transition: The SI shall submit an exit management plan to the Purchaser, six months before the contract end date to provide a structured strategy outlining the process of smoothly concluding the iPIE project contract and transferring responsibilities to the Purchaser or other agency as appointed by the Purchaser.
- (ii) During implementation, regular monitoring is essential for keeping the project on track. The SI shall submit/present trackers, in the form of progress reports (highlighting key milestones achieved, issues encountered, and upcoming tasks) to the Purchaser in every 2 weeks.
  - (iii) For implementation of the iPIE solution, the SI shall follow Agile methodology and utilize open-source project management software/tool to manage tasks and deliverables effectively.
  - (iv) The SI project manager shall take the lead in maintaining project timelines, ensuring that deadlines are duly met. The SI shall present timely updates to the Purchaser or the envisioned stakeholders of iPIE to provide them with a real-time snapshot of the project's progress.
  - (v) The SI shall schedule regular workshops with the iPIE stakeholders, as it would be beneficial to facilitate open communication, thereby allowing for immediate issue resolution.
  - (vi) The purchaser's approvals shall signify a collective agreement that the deliverable meets the required standards and align with the overall project objectives. Submission of each deliverable should be deemed completed only after the approval of the purchaser.
  - (vii) The SI shall create a repository to store all iPIE project-related documentation and deliverables. The Purchase shall at all times have access to this repository. During the O&M phase, the SI shall similarly document any changes and enhancements to the platform, to create a comprehensive repository of all artifacts relevant to officials and stakeholders of the IBC ecosystem. This shall serve as a valuable knowledge source during the Exit Management and for any project audit.
  - (viii) The SI shall follow the project management and execution framework for all the phases of the iPIE project.

## 6.2 Requirement Gathering, Analysis & Documentation

The SI shall conduct an in-depth evaluation of both business and IT requirements for the iPIE system, in collaboration with IBC pillars and key stakeholders in order to thoroughly analyse the needs and expectations for the proposed modules and features that are intended to be developed. Based on the understanding and assessment, the SI shall develop and finalize a Business Requirement Document (BRD) and a System Requirement Specifications (SRS) document, in consultation with the Purchaser. The SI shall also enhance the Functional Requirement Specifications (FRS) during its assessment to account for any changes in processes, regulations, amendments in IBC, etc. Activities to be covered during the requirement gathering phase, shall include:

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- (i) The SI shall conduct an extensive and thorough requirement elicitation and study to gain a profound understanding of the IBC ecosystem and essential iPIE platform requirements.
- (ii) The SI shall delve into intricacies of the iPIE platform requirements, considering various aspects to ensure a comprehensive understanding.
- (iii) The SI shall perform dynamic and iterative requirement gathering, involving breaking down needs and expectations.
- (iv) The SI shall conduct discussions with key stakeholders, including pillars such as the NCLT, NCLAT, NeSL, IBBI, MCA, IPs, and other relevant stakeholders, to gain a comprehensive understanding of their individual and nuanced requirements.
- (v) The SI shall conduct a complete study of the existing and related IBC processes and software applications, which shall include understanding and assessment of the current process flows, databases, tables, integration points, and other relevant parameters.
- (vi) The SI shall capture details of all requirements and features specified in this RFP document along with other additional and key requirements from the Purchaser.
- (vii) The SI shall perform detailed examination of the types of data that need to be fed into the system and the corresponding output that the system should produce by assessing the specific formats, structures, and standards that data inputs must adhere to, ensuring seamless integration and compatibility.
- (viii) The SI shall identify and finalize points of integration and implementation in close consultation and feedback from the pillars and key stakeholders of the iPIE system in accordance with this RFP document.
- (ix) The SI shall also identify the microservices for development within the iPIE application.
- (x) The SI shall gather and compile all input forms and reports (that serve as critical components in the data input and output mechanisms of the platform), encompassing a comprehensive array of documents essential for the iPIE platform.
- (xi) The BRD may include user stories, use cases and other relevant information as part of requirements gathered. The SRS document shall delineate both functional and non-functional requirements for all planned modules and services. It may include UI/UX screens, wireframes, ER and BPMN diagrams to illustrate specific software functionalities, user interfaces, and business processes.
- (xii) These documents shall be based on comprehensive system study and requirement analysis done by the SI, to ensure thorough alignment with project goals and stakeholder needs.

### **6.3 Application Design, Implementation & Deployment**

In the pursuit of building a robust integrated technology platform for the IBC ecosystem, the application design, development, and implementation strategy would play a pivotal role in shaping the functionality, performance, and user experience across all the relevant phases of the iPIE solution. This strategy encompasses a comprehensive approach, including:

#### **6.3.1 Design Considerations**

- (i) The SI shall adhere to industry standards for all aspects of the iPIE solution, encompassing design, development, security, installation, and testing, among others.
- (ii) The SI shall follow user-centric approach, to provide collaboration and efficiency by providing a common digital platform for users with varying roles and responsibilities within the IBC ecosystem.
- (iii) The SI shall emphasize a structured building block approach with minimal and reusable building blocks, including core components like nimble databases and services, common

assets for optimization, and reference tools to enhance efficiency and maintain standards across the system.

- (iv) The SI shall consider and prioritize open standards and interoperability through the utilization of standardized APIs, along with employing an additional a web-centric, multi-tier architecture. The SI shall develop required number of standardized APIs for both backward and forward integration with various applications.
- (v) The SI shall adopt modular architecture, especially embodied by application microservices.
- (vi) The SI shall ensure that all modules of the solution expose key functionalities through Software APIs utilizing latest industry formats like JSON/REST, among others. This shall ensure that these functionalities are accessible for consumption by other applications within the IBC ecosystem.
- (vii) The SI shall develop the iPIE platform using open-source technologies to meet the IBC requirements centrally and contribute to better resource utilization by enabling end-to-end visibility of the IBC processes.
- (viii) The SI shall ensure the UI to be compatible with all devices like desktops, smartphones, tablets, and other relevant devices. The application interface should be responsive and compliance to GIGW 3.0 guidelines of Govt. of India.
- (ix) The SI shall design the platform to be scalable and flexible, accommodating dynamic future changes and integrations along with increased data volumes and user loads.
- (x) The SI shall prepare a System Design Document (SDD), highlighting the best UI, application & database design practices available in the proposed technology platform. The SDD shall outline the architecture, modules, interfaces, class diagrams, ER diagrams, database schemas and design for implementing the iPIE system.
- (xi) The SI shall conduct a comprehensive analysis of the existing data landscape. This analysis should encompass an evaluation of the various data sources, formats, and interdependencies within the ecosystem. Upon completion, the SI shall design a tailored data architecture that aligns with the specific needs and nuances of the IBC ecosystem.
- (xii) The SI shall ensure compliance with the Digital Personal Data Protection Act 2023 in the implementation of the iPIE solution. Robust data governance and protection mechanisms must be established, with appropriate encryption applied to both data in motion and data at rest to safeguard privacy and security.
- (xiii) The SI shall ensure compliance with the Digital Service Standard as notified by MeitY for the implementation of the iPIE solution, adhering to the best practices and guidelines to deliver a secure, user-friendly, and efficient system.

### 6.3.2 Implementation Methodology

- (i) The SI shall adopt the Agile methodology for the development of iPIE platform to help in streamlining the process, improving collaboration, and adapting to changing requirements more effectively.
- (ii) The SI shall implement sprint-wise iterative developmental approach and shall deliver a potentially shippable product increment at the end of each sprint.
- (iii) The SI shall assemble cross-functional teams, with diverse skills possessed by members deemed necessary for developing iPIE.
- (iv) The SI shall seek continuous feedback from end-users during the development process, which is to be used to refine and enhance the integrated platform in subsequent sprints.
- (v) The SI shall implement robust error handling to prevent the disclosure of detailed system information, denial of service, impairment of security mechanisms, or system crashes due to errors.

- (vi) The SI shall nurture a culture of continuous improvement by collecting feedback and implementing enhancements based on user experiences and changing business needs.
- (vii) The SI shall provide training for the development and operational teams involved in managing and maintaining the integration platform, fostering knowledge transfer to ensure a deep understanding of the IBC platform's functionalities.
- (viii) The SI shall implement monitoring tools to track the performance and health of the IBC platform and shall establish a routine maintenance schedule to address updates, patches, and system enhancements.

### **6.3.3 Deployment Approach**

- (i) The SI shall plan and execute a controlled deployment process, to minimize disruption to ongoing operations and shall monitor to promptly address any arising issues.
- (ii) The SI shall automate repetitive tasks, including build, test, deployment, and infrastructure provisioning.
- (iii) The SI shall utilize open-source Continuous Integration (CI) tools to automatically build and test code changes whenever they are committed to the version control system.
- (iv) The SI shall implement open-source Continuous Deployment (CD) for automating the release process and deploying changes to production environments.

### **6.3.4 Environment Configuration**

The SI shall be required to procure suitable sized Development environment at their own expense for the project; all other environments shall be procured by Purchaser with technical inputs and suggestions of SI. The SI shall configure the following environments for iPIE solution:

- (i) **Development and Testing** – The SI shall configure the environment to be a dedicated space where software developers shall create, modify, and perform testing on the code. This environment shall play a crucial role, enabling the developers to write, test, and refine code before it progresses through testing, pre-production, and production. Different instances of the testing environment might be configured for various testing purposes, such as system testing and integration testing.
- (ii) **Pre-Production** – The SI shall configure the pre-production environment to perform comprehensive UAT, final validation, and preparation for deployment to the production environment. It shall help in identifying and addressing issues that may not have been detected in earlier testing stages. The SI shall conduct load, stress, and scalability testing to ensure whether or not the system can handle expected production-level traffic.
- (iii) **Production** – The SI shall configure the production environment as the live, operational system where the modules and services of iPIE shall be made available for the intended audience. This environment shall be highly stable to ensure uninterrupted service and minimal downtime and be optimized for performance, reliability, and security.
- (iv) **Disaster Recovery (DR)** – The SI shall configure a separate environment for disaster recovery that shall quickly take over the operations and restore the application and/or service data in case of catastrophic failures. This shall ensure business continuity, mitigate potential downtime, and protect against data loss or corruption. The SI shall leverage multiple Disaster Recovery (DR) options provided by the cloud for infrastructure and services, including but not limited to virtual machines (VMs), storage, databases, containers, and cloud applications.

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### 6.3.5 Security Considerations

- (i) For the iPIE architecture, the SI shall adopt an end-to-end security model, including encryption of critical data, in order to protect application, data and the cloud infrastructure from malicious attacks, theft, natural disasters, and other potential threats.
- (ii) The SI shall make provisions for protection of the iPIE platform from hackers and other threats. Through use of Firewalls and Intrusion Prevention Systems, the SI shall control such attacks and thefts in alignment with the OWASP security standards.
- (iii) The SI shall ensure the iPIE solution to mandatorily support both HTTP and HTTPS.
- (iv) The SI shall enable access controls, allowing specific users to access designated modules/services within the system, along with having the capability to seamlessly integrate with SSO across all functional areas.

### 6.4 Integration with other Systems/Applications

- (i) The SI shall plan the integration of the iPIE platform in accordance with the vision of making it as the ‘Single source of Truth’ for the IBC ecosystem catering to information, services and outreach required by the IBC ecosystem pillars and stakeholders of the entire ecosystem (refer ‘Background’ section for list of IBC stakeholders; refer Figure 1 diagram for entities in scope of integration), across all the relevant phases of the iPIE project.
- (ii) The SI shall study the related entities applications and available technical details and subsequently carry out the necessary integration activities after identifying the integration points, data exchange type and mode of integration.
- (iii) The SI shall hold discussions with the key stakeholders, including pillars such as the NCLT, NCLAT, NeSL, IBBI, MCA, IPs, and other relevant stakeholders (refer ‘Background’ section for list of IBC pillars; refer Figure 1 diagram for entities in scope of integration), to gain a comprehensive understanding of integration touchpoints and nuanced scope of integration.
- (iv) The integration architecture and provisions shall be flexible enough to accommodate new integrations in the future.
- (v) The indicative list shall include the following integrations (as specified in the “Functional Requirements Specification” in the Appendix section).
  - (a) Integration with NCLT/NCLAT for case filing, orders, court proceedings, compliance, and other related functionalities.
  - (b) Integration with NeSL (IU) for Record of default document, debt related information, and other relevant data.
  - (c) Integration with MCA for CD related information, INC 28 form, MIS Data, company status, and other pertinent data.
  - (d) Integration with IBBI portal/CMS for compliance filing, progress reports, list of stakeholders, iPIE id, intimations, and other relevant functionalities.
  - (e) Integrations with IPA and RVO for IP or RV related data.
  - (f) Integrate at least one (1) external payment gateway for online monetary transactions.
  - (g) PAN and Aadhar integration for authentication purposes.
  - (h) Integration with at least three (3) third-party databases for Company or Director related data retrieval.
  - (i) Integration with the following external tools/interfaces:
    - 1) Document Management System
    - 2) Ticketing Tool

- 3) Meeting Management
- 4) Communication software for SMS/Email notifications
- 5) Chatbot for enhanced user interaction
- 6) E-sign and DSC integration for digital signatures.
- 7) Third party e-Auction Platform baanknet.com for auction processes.
- (vi) The SI shall incorporate any new integrations within pillars of IBC ecosystem as part of project scope, without necessitating additional change requests.
- (vii) Any new integration with systems or organizations not defined above shall be taken up during O&M phase.
- (viii) The SI shall submit a detailed document to include technical details on external and internal integrations undertaken in iPIE project.

## 6.5 Testing

The SI shall deploy an independent testing team/individual(s) for ensuring quality assurance in the project. The iPIE platform testing may include but not limited to Unit, System Integration, Performance, Load and User Acceptance Testing. The SI shall set up a separate test environment to carry out the overall testing which may include the below set of activities:

- (i) The SI shall prepare detailed test plan, test cases, scripts, data, strategy, traceability matrix, defect reports, test summary report and test completion report for all types of testing to be done for iPIE solution.
- (ii) The Test Plan shall outline the strategy, scope, resources, and schedule for testing the iPIE system developed by the SI. Further the SI shall also submit the test cases which shall specify the detailed steps, inputs, and expected outcomes for verifying the functionality of the iPIE system to be developed by the SI.
- (iii) The Purchaser shall perform UAT of the iPIE solution along with support from the SI before Go-Live of the iPIE solution. The parameters for carrying out but not limited to the testing of the platform are given below:
  - (a) Functional testing
  - (b) Usability testing
  - (c) Test for navigation
  - (d) Content checking
  - (e) Compatibility testing
  - (f) Browser testing
  - (g) Operating system compatibility
  - (h) Mobile browsing
  - (i) Performance testing
  - (j) Load/Stress testing
  - (k) Security testing
  - (l) Website speed
  - (m) User experience
- (iv) The SI shall prepare and make provision of a UAT script to the end user group along with format to capture results and remarks. A pool of key users shall be identified from each user roles including nodal officers, Insolvency Professionals, Legal Representatives for performing UAT.
- (v) The SI shall perform full load / stress testing (including concurrency testing) using suitable open-source tools in accordance with the prepared test plans and cases.
- (vi) The SI shall prepare automation testing scripts for regression testing.
- (vii) The SI shall make corrective steps based on the test reports i.e., rectifying the application issues/bugs reported during the testing.

- (viii) The SI shall compile and submit detailed test reports, as and when required, enlisting the test results.
- (ix) The SI shall submit a Test Summary Report which shall provide a concise overview of the testing activities, results, and quality assessment of the iPIE system conducted by the SI.
- (x) The SI shall also submit a Test Completion Report which shall include details of the results, findings, and evaluations of the testing activities performed on the iPIE system.

## 6.6 Audit

### 6.6.1 STQC Audit

- (i) The SI shall furnish a **STQC audit certificate**, obtained from **STQC or STQC empanelled** laboratories/centres/agencies, prior to deploying the iPIE solution in the production environment for Go-Live. This audit shall ensure that the iPIE solution (including to-be business processes and proposed modules/tools as specified in this document) meets requirements, standards, specifications, and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:
  - (a) Functional Requirements
  - (b) Project Documentation
  - (c) Security
  - (d) Performance
  - (e) Availability
  - (f) Manageability
  - (g) SLA Reporting
  - (h) Data Quality
  - (i) Infrastructure Compliance
  - (j) Localization Compliance
- (ii) As part of the audit performed through STQC, the purchaser shall review all aspects of project development and implementation including the processes relating to the design of solution architecture, design of systems and subsystems, coding, testing, business process description, documentation, version control, change management, security, service oriented or micro-services architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical, functional and non-functional requirements of the iPIE solution.
- (iii) The STQC Audit Certificate shall attest to the required compliance of the iPIE project with the standards and regulations set forth by the STQC authority.
- (iv) The procedures and parameters for testing shall be laid down by the STQC empanelled agency after approval from the purchaser; the solution deployed by the SI shall satisfy STQC empanelled agency acceptance testing upon which the system shall Go-Live, subject to approval from the purchaser.
- (v) The purchaser shall establish suitable processes to promptly notify the SI of any deviations from defined requirements as soon as they are noticed, enabling the SI to initiate corrective measures. The SI must address all identified gaps immediately before Go-Live of the iPIE solution. The SI shall be responsible to implement any necessary corrective actions to rectify all the shortcomings before the project's rollout.
- (vi) The SI shall ensure that STQC audits are conducted before the Go-Live of Phase-I & Phase-II. Further, it shall ensure that three annual STQC Audits are conducted during Phase-III. The costs associated with these audits shall be borne by the SI.

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## 6.6.2 Security Audit

- (i) A CERT-In empanelled vendor shall be hired separately by the Purchaser. The SI shall prioritize and address the identified issues by CERT-In empanelled vendor based on the severity and potential impact on operations of iPIE solution.
- (ii) The SI shall furnish a security audit certificate, "Safe to Host" certificate, obtained from CERT-in empanelled vendor, prior to deploying the iPIE solution in the production environment for Go-Live.
- (iii) The SI shall ensure that security audit certificate is furnished from CERT-In empanelled agency, in accordance with MeitY security guidelines after every major release or on regular intervals.
- (iv) Additionally, the SI shall be responsible for managing ongoing security needs, which encompass monitoring various devices/tools such as firewalls, intrusion prevention/detection systems, content filtering and blocking mechanisms, virus protection software, event logging and correlation tools, and vulnerability protection through the implementation of necessary patches and rules.

## 6.7 Data Migration

The SI shall provide a detailed strategy for data migration as part of the proposal. The implementation of this strategy shall be done in close consultation with different stakeholders of the IBC ecosystem, across all the relevant phases of the iPIE project.

### 6.7.1 Data Migration Approach

Migration of legacy data shall encompass the transfer of the essential/crucial data from existing systems or sources within the IBC ecosystem to iPIE platform, which are essential for the system to run, ensuring the continuity of ongoing cases from their current stage. This process shall entail mapping data structures, cleansing, and validating information, either through the utilization of ETL tools or manual methods. Two approaches may be considered for migrating the legacy data:

- (i) **Utilization of ETL tools:** Development of ETL scripts to facilitate the migration of data from database tables of existing source systems to iPIE.
- (ii) **Manual Intervention:** Extraction of data from the tables of existing source systems in excel sheet/CSV format via database querying, mapping, and subsequent manual upload into iPIE.

The SI shall possess the prerogative to select the most appropriate option in accordance with their professional judgment and expertise. The SI shall submit a Data Migration Approach document with details of the methodology, tools, and procedures for transferring and loading data into the iPIE system from legacy databases of IBC pillars' applications/other applications. For a systematic and successful migration of the legacy data, the SI may need to execute the following steps for aforementioned approach:

- 1) **Data Assessment:** The SI shall conduct a thorough assessment of the existing data to identify essential tables, columns and datasets that need to be migrated.
- 2) **Data mapping:** The SI shall create a comprehensive mapping of between the data in the existing tables and the corresponding fields in iPIE.
- 3) **Data Cleansing:** The SI shall resolve inconsistencies, errors and removing duplications in the data to ensure accuracy and consistency.
- 4) **Data Extraction:** The SI shall extract the identified datasets and mapped columns of existing tables using ETL tools or querying manually in database.

- 5) **Data Transformation:** The SI shall perform necessary transformations to resolve differences in data structure, or formats between the existing source systems and iPIE, converting data types, date formats, and other necessary adjustments to ensure compatibility in the data.
- 6) **Data Validation:** Post data transformation, the SI shall migrate the data that needs to be validated and reconciled against the source data so that any discrepancies or missing information can be taken care of during migration. Data Import tools shall execute the required data integrity checks and the data shall be loaded into the production tables only if there are no integrity errors.
- 7) **Backup and Rollback Plan:** Before initiating the migration, the SI shall take a backup of the current data. Additionally, the SI shall consider a contingency plan for rollback to mitigate any migration issues. The SI shall need to analyse any issues identified upon testing and in turn shall revise the process.

### **6.7.2 Scope of Data Migration**

The scope for data migration shall involve identification, mapping and migration of the essential data and relevant fields from source systems of IBC pillars, which are necessary for running the IBC processes in iPIE. To ensure a seamless migration from the existing sources of IBC ecosystem to iPIE while preserving the integrity of the core legacy data, the below points need to be considered:

- (a) The data for the ongoing or pending cases needs to be shared in the required format by IBBI and NCLT so that migration can be performed seamlessly by the SI.
- (b) The case related data available with IBBI and NCLT for the ongoing cases shall be linked either by ETL tool or manually so that migration happens as a single, unique record and populate the relevant records in iPIE.
- (c) The record of default from NeSL shall be fetched based on the unique identifier such as PAN or Debt Reference No. once integrity and uniformity are established between IBBI and NCLT data.
- (d) The records which are maintained manually by respective IPs or other stakeholders shall be shared in excel or CSV format which shall be imported in the system.
- (e) The data till the current stage of the ongoing cases shall be shared so that system can identify the stage and case status once data is present in the system.

The SI shall submit a Data Migration Completion Report which shall provide a comprehensive overview of the data transfer process, including validation, reconciliation, and confirmation of successful migration in compliance with the approach document.

#### **Indicative Data Migration from IBBI, NCLT and NCLAT:**

The below table provides indicative database metrics identified for IBBI, NCLT, and NCLAT that may be involved in the migration process:

| Item                          | IBBI    | NCLT   | NCLAT  |
|-------------------------------|---------|--------|--------|
| No. of Tables                 | 113     | 227    | 31     |
| Min no. of columns            | 7       | 2      | 4      |
| Max no. of columns            | 211     | 76     | 128    |
| Avg. no. of columns in tables | 33      | 21     | 30     |
| Min no. of rows               | 6       | 5      | 10521  |
| Max no. of rows               | 5299489 | 537290 | 152159 |
| Item                          | IBBI    | NCLT   | NCLAT  |

|                       |       |       |       |
|-----------------------|-------|-------|-------|
| Avg. no. of rows      | 64884 | 72105 | 43195 |
| Total table size (MB) | 639   | 555   | 214   |
| Avg. table size (MB)  | 6     | 2.4   | 7     |

Table 6: Data Migration Details

**Data Migration from NeSL (indicative)**

- (a) Total no of unique debt records in NeSL: 3,68,60,844
- (b) Total no of unique default records in NeSL: 15,08,183
- (c) Total no. of unique default records in NeSL for Ongoing cases ~ 7,000 – 10,000 (considering only ongoing IBC cases in NCLT)
- (d) Only unique debt and default records of ongoing cases (~4,000 cases), excluding incremental data, may be migrated from NeSL to iPIE. The indicative attributes of the debt and default related tables in NeSL are mentioned in the below table.

The table below outlines the crucial datasets (*indicative list*) that may need to be migrated by the SI from the existing systems for optimal functioning of the iPIE system. The data source can either be the database tables of the existing source system or extracted data in excel/CSV format.

| Category of Data                   | Indicative Data to be migrated  | Source of data |
|------------------------------------|---|----------------|
| Petitioner                         | Name of the company/corporate applicant, Unique Id (CIN/LLPIN/PAN/Other ID), Authorized person details, Legal representative details, and other relevant data                                     | NCLT           |
| Respondent                         | Name of the company, Unique Id (CIN/LLPIN/PAN/Other ID), Primary location (State), NCLT Bench, Section, Authorized person details, Legal representative details, and other relevant data          | NCLT           |
| Debt Details                       | Debt Reference No, Debt Start Date, Type of debt, Debt Subtype, Debt Tenure, Security Interest Details, and other relevant data   | NeSL           |
| Default Details                    | Date of Default, Total Outstanding Amount (Principal and Interest), Default Amount, Days Past Due, Amount of Last Repayment, Date of Last Repayment, Date of filing Suit, and other relevant data | NeSL           |
| Corporate Debtor Company Details   | Name of the Corporate Debtor (CD), CIN/LLPIN, PAN, Details of Directors/Partners/Shareholders Name, and other relevant data   | IBBI           |
| Financial Creditor Company Details | Name of the primary Financial Creditor (FC), CIN/LLPIN, PAN, and other relevant data  | IBBI           |
| IP Details                         | Name, IBBI Registration No., Appointment Date, Previous IP (if any), Fees to be paid to IP, and other relevant data   | IBBI           |
| Case Details                       | Reference No., Filing No., Case No. of the main case, Date of case admission, and other relevant data   | NCLT           |

|   |  |            |
|---|--|------------|
| Case Proceeding Data                    | Insolvency/Liquidation Commencement Date, Case Status, Interlocutory Application No., NCLT order date, and other relevant data   | NCLT       |
| Public Announcement                     | Date of publication, Newspaper Name & Edition, Last date of submission of claims, identified creditor classes, Proposed Authorized Representatives (AR) of each creditor class, and other relevant data  | IBBI       |
| Claims Information                      | Creditor category, Name of claimant (Individual or Agency), CIN (in case of corporate entity), PAN, Contact No., Email ID, Amount Claimed, Amount Admitted (Principal and Interest), Amount under verification, Amount Rejected, Amount Due, and other relevant data | IBBI       |
| Class of Creditors                      | Appointed AR Details in each class, Date of Appointment, and other relevant data   | IBBI       |
| CoC/SCC Details                         | Name of CoC/SCC Members, Percentage Stake, Voting Rights, and other relevant data  | IBBI       |
| RV/Auditor Details                      | Name of appointed RVs/Auditors, IBBI Registration No., PAN, Email ID, Contact No., Fees to be paid, and other relevant data  | IBBI       |
| Assets Data                             | Asset Classes, Asset Type, Asset Name, Asset Location, Current owner of asset, Fair Value, Liquidation value, and other relevant data  | IBBI       |
| EoI Details                             | Date of Invitation of Expression of Interest, Last date for receipt of Expression of Interest, and other relevant data   | IBBI       |
| PRA Details                             | Name of the PRAs, Unique identifier (PAN/CIN/LLPIN), Email ID and Contact No. of PRAs, and other relevant data   | IBBI       |
| Resolution Plan                         | CoC voting % on final resolution plan, Date of filing to NCLT, NCLT decision, NCLT Order Date for plan approval, and other relevant data   | IBBI, NCLT |
| Successful Resolution Applicant details | Name of the SRA, CIN/LLPIN, Name of new Board members, Email ID and Contact No. of new Board members, and other relevant data  | IBBI       |
| Final Report                            | Date of submission of final report, Final Order Date, and other relevant data  | IBBI, NCLT |
| Liquidation Data                        | Date of Liquidation Commencement, Liquidator details, Assets sale, Prospective and Qualified bidders' details, Final Report submission, Dissolution/Closure Date, and other relevant data  | IBBI, NCLT |
| Compliance                              | Process related data in Forms CP1 to CP5 and Forms A to H.   | IBBI       |

Table 7: Details of Data to be Migrated

The migration of data for ongoing cases shall adhere to the data availability with IBBI and NCLT corresponding to the current stage of each case. This approach shall ensure that iPIE reflects the current state of the case, allowing for the seamless continuation of the remaining processes within the iPIE platform.



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## 6.8 Training and Capacity Building

- (i) The SI shall create a detailed training plan for the iPIE solution, including topics to be covered and schedule for conducting the same. The SI shall prepare the training documentation at various stages of the project cycle and feedback for effectiveness shall be agreed to by all the parties during the performance evaluation of the SI. Training location shall be decided by the purchaser and all the cost incurred during training shall be borne by SI.
- (ii) The SI shall submit a structured Training Plan detailing the training requirements, milestones, and timelines for equipping project team members and stakeholders with the necessary skills and knowledge to effectively contribute to project success.
- (iii) The users shall be divided into the following groups:
- (iv)

| Band    | Users  |
|---------|--|
| Group 1 | Master Trainers (Nominated officers and staff) |
| Group 2 | Senior Officers Group                          |

Table 8: Training User Groups

- (v) The SI shall implement a 'Train the Trainer (TTT)' program which shall involve the training of a set of Master Trainers (Group 1) comprising of nominated officers and staff, who shall be responsible for further training of other officers within their divisions and departments, who shall be directly or indirectly using the iPIE solution.
- (vi) The SI shall deliver the training to the various stakeholders, comprising of IBBI officials, officers of other key entities, departmental users, IBC Ecosystem stakeholders such as IPA, IPE, IP, IUs, RVO, RV, and others (Group 2).
- (vii) The SI shall conduct a series of offline/online training sessions, comprising a minimum of 10 sessions prior to Phase I Go-Live and 5 sessions before Phase II GoLive.
- (viii) After the first training program is completed for the Group 1 Master Trainers, requirement for any further additional training programs for the Master Trainers to be conducted by the SI shall be decided by the Purchaser.
- (ix) Training program shall be continuously monitored by the Purchaser to ensure quality standards of the training.
- (x) The SI shall carry out refresher training, during the O&M period, three sessions every quarter for nominated users by purchaser.
- (xi) The SI shall submit a Training Completion Report, documenting the participation and proficiency levels of individuals who have undergone training for the iPIE project, thereby ensuring comprehensive coverage and compliance with the training requirements.
- (xii) The SI shall prepare a feedback mechanism and get it filled by the participating batch for all the sessions and submit the same to the purchaser.
- (xiii) The SI shall prepare video lectures and training documentation including user manuals, training manuals, training completion reports, feedback forms or any other relevant documents for the Purchaser. In case of modifications, either in the training plan or substitutions of the regular trainers, the SI shall make proper correspondence with the Purchaser.
- (xiv) The user manual shall be a text-based training content (module wise), compiled to explain the features, process background, process flow, applicable data fields and FAQs for the proposed solution.



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- (xv) The Training Manual shall provide comprehensive instructions and guidance for individuals participating in the iPIE project, outlining the necessary skills, procedures, and resources required to effectively utilize the system.

## 6.9 Enhancements, Operations & Maintenance

The SI shall provide comprehensive O&M support for the iPIE solution after the final GoLive of the platform and mobile application. The scope shall include but not limited to, the production environment support, system enhancements, helpdesk management, change requests for new development, data backup/restore/archival, database maintenance, cloud support services, application support & maintenance, and bug fixing. The SI shall respond to all the reported issues or service requests during O&M phase, as per defined SLA in the subsequent sections of this RFP document.

- (i) The SI shall submit a Monthly Activity Plan to provide an outline of the schedule (including the effort estimation of the activities to be taken up during the month), tasks, and objectives to be accomplished during O&M phase within a specified month, as per project requirements.  
**Note:** The monthly activity plan for the month shall be submitted by SI one week in advance of that month.
- (ii) The SI shall also submit a Monthly Activity Report to provide a summarization of the progress, accomplishments, challenges, and resource utilization of the SI team during O&M phase within a specified month, as required by iPIE project stakeholders.  
**Note:** The monthly activity report for the month shall be submitted by SI within one week post completion of that month.
- (iii) The SI shall submit Release Notes upon every patch release of the iPIE solution.
- (iv) The number of deployed persons may increase or decrease as per the requirements of the project (as specified in **Annexure 1: Commercial Proposal Template**). Any such change shall be undertaken only after the mutual agreement between the Purchaser and SI.
- (v) The delineation of activities mandated for performance by the SI shall be broadly categorized as follows:

### 6.9.1 Bug Fixing

SI shall fix following types of bugs/issues:

- (i) Bugs related to the functionalities of the iPIE solution (website or mobile application).
- (ii) Bugs related to the performance, efficiency, or responsiveness of the system including slow loading times, delays in processing.
- (iii) Incompatibility or inconsistencies with other applications/device/browsers either reported by the users or identified by the System Integrator.
- (iv) Issues related to the visual layout, design, or usability of the application's interface.
- (v) Inconsistencies within the data processed or managed by the iPIE solution.
- (vi) Issues encompassing vulnerabilities within the system that could potentially be exploited by malicious entities, such as problems with authentication mechanisms, data leakage, or encryption practices.
- (vii) The identified enhancements shall be categorized and addressed as per defined SLA in RFP.

  
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### **6.9.2 Application Support & Maintenance**

- (i) The SI shall provide O&M services for the platform and related cloud infrastructure for both production and DR environments.
- (ii) The SI shall address application bugs based on severity levels and adhering to SLAs as defined by the purchaser for O&M.
- (iii) The SI shall release enhancements mandated by the Purchaser, including functionality updates, design changes, bug resolutions, and architecture alterations on quarterly basis. The SI shall submit the documentation of these enhancements to the Purchaser for reference, in form of monthly activity report.
- (iv) The SI shall provide maintenance activities, such as patch management, for all components/software installed across all environments.

### **6.9.3 Cloud Support Services**

The SI shall ensure proper maintenance of all containers, templates, and scripts/applications created for iPIE solution. The SI shall ensure that iPIE solution shall perform, at a minimum, the following:

- (i) Compliance with relevant SLAs shall be ensured.
- (ii) CSP is providing 24x7x365 monitoring and management of infrastructure and assets' availability and security shall be conducted.
- (iii) Regular hardening, patch management, testing, and installation of software updates issued by vendors shall be performed following agreed processes.
- (iv) Overall security measures, including the installation and management of security components at every layer, shall be ensured.
- (v) Regular performance reports detailing the performance of the cloud environment, including metrics such as latency, throughput, and resource utilization.
- (vi) A preventive maintenance plan shall be implemented every quarter.
- (vii) System performance tuning shall be conducted on regular intervals.

### **6.9.4 Database Maintenance**

- (i) The SI shall monitor database activity and performance, adjusting the database logical structure to meet the requirements of new and modified programs.
- (ii) The SI shall conduct physical administrative tasks, such as indexing, reorganizing the database, to enhance performance.
- (iii) The SI shall manage database tuning, ensuring data integrity and configuring the data dictionary.
- (iv) The SI shall adhere to guidelines issued by the purchaser regarding database access by administrators and database security.
- (v) The SI database administration shall adhere to the principle of segregation of duties to prevent any single DBA from independently updating production tables/data.
- (vi) The databases shall have auditing features enabled to capture all activities of administrators, in addition to restrictions on direct changes to data by any administrator.

### **6.9.5 Data Backup/Restore/Archival**

- (i) The SI shall implement data backup, restoration and archival policies as finalized with the Purchaser. The SI shall familiarize itself with the Purchaser's storage policies before installation and configuration, acknowledging that the Purchaser may review SI's activities.
- (ii) The SI shall monitor and improve the performance of scheduled backups, conduct regular testing of backups, and ensure compliance with retention policies.

- (iii) The SI shall promptly execute on-demand backups of volumes and files as required by the Purchaser or during system upgrades and configuration changes.
- (iv) The SI shall conduct real-time monitoring, maintain logs, and regularly report backup status. The SI shall designate administrators to promptly resolve any issues with backup processes.
- (v) The SI shall monitor the CSP in providing 24x7 support for file and volume restoration requests.
- (vi) The SI shall maintain a repository for all digital assets related to iPIE solution, including VPN account details, firewall rules, digital formats, and similar assets.

#### **6.9.6 System Enhancements**

The below activities (non-exhaustive) shall be classified or covered under this category:

- (i) Any changes or improvements to the existing functionalities upon Purchaser's request, encompassing modifications within the modules, services, and tools as part of the development scope.
- (ii) Any changes related to the screens/interfaces facilitating static information display or user data input impacting single or more database tables.
- (iii) Changes to existing logic requiring modifications to piece of code/classes/algorithm/business rule such as addition of parameters in existing object, data manipulation, calculations, multiple database calls.
- (iv) Addition, deletion, or modification of existing database objects.
- (v) Addition of properties in existing API integration, either with internal or external APIs.
- (vi) New APIs development between IBC pillar stakeholders (refer Figure 1 in Background section of RFP).
- (vii) New report/MIS/dashboard requirements.
- (viii) The SI shall comprehensively document the changes impacting the existing flow and require approval from the Purchaser.
- (ix) Changes shall undergo implementation and testing in the pre-production environments before deployment to production. The SI shall document the technical changes' impact on the application environment and dependencies, in form of monthly activity report.

#### **6.9.7 Helpdesk Management**

- (i) The SI shall ensure sufficient staffing at the Purchaser's site or a mutually agreed upon location to address queries raised by Purchaser-side users and stakeholders via a technical helpdesk, ensuring timely resolution in a professional manner.
- (ii) The SI shall establish a helpdesk team, comprising a Helpdesk Team Lead and Helpdesk Support Analysts. The helpdesk shall be available during standard Business Hours of the Purchaser, on working days. In case of urgent requirements of the Purchaser, the helpdesk team shall provide support on non-working days and holidays.
- (iii) Helpdesk personnel shall possess prior experience in helpdesk operations and demonstrate excellent verbal and written communication skills in both English and Hindi. Additionally, they shall possess basic technical abilities to address and resolve common user issues effectively.
- (iv) The helpdesk team shall provide onsite support to guide users in troubleshooting any issues related to the iPIE platform and the mobile application.
- (v) The helpdesk team shall liaise with the iPIE platform's backend technical team to elucidate any issues and aid in their timely resolution.
- (vi) The team shall handle end users' queries regarding operations of iPIE platform through the technical helpdesk. The helpdesk shall function as a central point of contact for all

incidents & service requests made by the users and shall also facilitate incident escalation & closure.

- (vii) The helpdesk team shall utilize open-source software/tools, for facilitating efficient communication, tracking, and resolution of issues reported by the Purchaser.
- (viii) The SI shall submit a monthly Helpdesk Ticket Analysis Report to the Purchaser within one week post completion of that month. This report shall summarize helpdesk performance and user interactions for that period.

### **6.9.8 Change Requests for New Development**

- (i) This activity shall include addition of new modules/functionalities/services which shall need significant effort including requirement analysis, design, development, integrations, testing and deployment. This may evolve from feedback from stakeholders, or technological advancements suggested by the SI that shall present opportunities to enhance the iPIE application's capabilities. Any change requests shall require approval from a change management committee comprising of designated representatives from MCA. The committee will evaluate the change request based on the assessment of manpower requirements and the corresponding man-hour rates submitted as part of the commercial bid.
- (ii) The activities within this category shall encompass, but are not limited to, the following:
  - (a) Development of a new module in the iPIE platform & mobile application.
  - (b) Addition of a new service within a module.
  - (c) Integration with a new software tool or external interface with iPIE platform & mobile application.

## **6.10 Project Phases**

### **6.10.1 Phase I - Implementation of Modules, Services & Tools identified for Phase I**

During this phase, SI shall undertake comprehensive activities encompassing submission of project implementation plan, team deployment, requirement gathering, design, coding, unit testing, integration, data migration, testing, UAT, and the Go-Live process for the listed modules. Additionally, the SI shall conduct training sessions and capacity-building initiatives to ensure proficient utilization of the implemented modules.

The following list outlines the logical grouping of modules and associated services along with external interfaces based on user engagement, and interdependencies as envisioned by Purchaser. However, the SI may propose alternative grouping subsequent to obtaining prior approval from the Purchaser.

| <b>Modules &amp; Associated Services</b>  | <b>External Interfaces</b>  |
|---|---|
| <ol style="list-style-type: none"> <li>1. User Registration &amp; Management</li> <li>2. Process Commencement           <ol style="list-style-type: none"> <li>i. Consent for Appointment for Proposed IP</li> <li>ii. Case E-filing on NCLT portal</li> <li>iii. Case Initiation in iPIE</li> <li>iv. Consent for Acceptance</li> <li>v. Public Announcement</li> <li>vi. Intimation to CD, Board, Statutory authorities, Workman/employees, and other relevant parties</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>1. Ticketing System</li> <li>2. Digital Signature</li> <li>3. DMS</li> </ol> |

|   |  |
|---|--|
| <ul style="list-style-type: none"> <li>vii. Withdrawal/Termination/Suspension of Process Commenced</li> <li>viii. Internal Task Assignment by IP</li> </ul>   |  |
| <p>3. Claims Management</p> <ul style="list-style-type: none"> <li>i. Configuration of Claims Management Tool</li> <li>ii. Submission of Claims</li> <li>iii. Claim Processing and Verification</li> <li>iv. Withdrawal and Modification of Claims</li> <li>v. Accept/Reject Claims by Resolution Professional, Liquidator, Bankruptcy Trustee</li> <li>vi. Reconsideration of rejected or partially accepted claims.</li> <li>vii. Communication</li> <li>viii. Claim form submission by IP</li> </ul> |  |
| <p>4. Stakeholder Management</p> <ul style="list-style-type: none"> <li>i. Appointment of AR in Creditor Class</li> <li>ii. Constitution of Committee of Creditors</li> <li>iii. Appointment/Replacement of IRP/RP/Liquidator</li> <li>iv. Appointment of Registered Valuers, Auditors and Other Professionals</li> <li>v. List of Stakeholders</li> <li>vi. Communication</li> </ul>   |  |
| <p>5. Records Management</p> <ul style="list-style-type: none"> <li>i. CD Information/Docs (from CD, NeSL, MCA, and other relevant sources)</li> <li>ii. Master for Documents/Information related to CD</li> <li>iii. Asset Register/Asset Memorandum/Liquidation Estate</li> <li>iv. Asset Valuation Report</li> </ul>   |  |
| <p>6. Resolution/Repayment Plan</p> <ul style="list-style-type: none"> <li>i. EoI Publishing</li> <li>ii. EoI Response Submission &amp; Final List of Potential Resolution Applicants</li> <li>iii. RFRP Publishing and Creation of VDR</li> <li>iv. RFRP Response Submission and Evaluation</li> <li>v. Plan Finalization and Submission to NCLT (Resolution Plan for CIRP)</li> <li>vi. Acceptance and Rejection of resolution plan</li> </ul>  |  |
| <p>7. Resolution/Repayment Implementation &amp; Monitoring</p> <ul style="list-style-type: none"> <li>i. Distribution of Proceeds</li> <li>ii. Intimation to CD, Board, Statutory authorities, Workman/employees, and other relevant parties.</li> </ul>  |  |
| <p>8. Liquidation/Bankruptcy Implementation &amp; Monitoring</p> <ul style="list-style-type: none"> <li>i. Liquidation Initiation and Constitution of SCC</li> </ul>  |  |

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>ii. Liquidation Estate</li> <li>iii. Relinquishment/Realization of Security Interest</li> <li>iv. Distribution of Proceeds</li> <li>v. Deposit of Unclaimed Proceeds</li> <li>vi. Submission of Final Report</li> <li>vii. Order for Dissolution/Closure/Discharge by NCLT</li> <li>viii. Liquidation Reports Submission</li> <li>ix. Intimation to CD, Board, Statutory authorities, Workman/employees, and other relevant parties</li> </ul> <p>9. Compliance Management</p> <ul style="list-style-type: none"> <li>i. Compliance to IBBI</li> <li>ii. Compliance to NCLT</li> </ul> <p>10. Virtual Data Room (VDR)</p> <p>11. E-Voting</p> <p>12. Mobile App</p> |  |
|--|--|

Table 9: Phase I Modules/Tools/Services

### 6.10.2 Phase II - Implementation of Modules, Services & Tools identified for Phase II

During this phase, SI shall provide maintenance and support to the modules and services developed as part of the Phase I. The same shall be termed as Phase II-A. At the same time, the SI shall also undertake comprehensive activities encompassing submission of project implementation plan, team deployment, requirement gathering, design, coding, unit testing, integration, data migration, testing, UAT, and the Go-Live process for the remaining listed modules which shall be termed as Phase II-B. Additionally, SI shall conduct training sessions and capacity-building initiatives to ensure proficient utilization of the implemented modules. The following list outlines the logical grouping of modules and associated services along with external interfaces based on user engagement, sequential order, and interdependencies as envisioned by the Purchaser. However, the SI may propose alternative grouping subsequent to obtaining prior written approval from the Purchaser.

| Modules & Associated Services   | External Interfaces  |
|---|--|
| <p>1. Process Commencement</p> <ul style="list-style-type: none"> <li>i. Base Resolution Plan (PPIRP)</li> </ul> <p>2. Stakeholder Management</p> <ul style="list-style-type: none"> <li>i. Meeting with Stakeholders</li> </ul> <p>3. Records Management</p> <ul style="list-style-type: none"> <li>i. Quotation Information</li> <li>ii. Information Memorandum</li> <li>iii. Avoidance Transactions Report</li> <li>iv. Handover of Assets and Records</li> </ul> <p>4. Resolution/Repayment Plan</p> <ul style="list-style-type: none"> <li>i. Plan Finalization and Submission to NCLT (Repayment Plan for Individual Insolvency)</li> <li>ii. Contravention of Resolution Plan</li> </ul> | <ul style="list-style-type: none"> <li>1. Meeting Management</li> <li>2. Communication Tool</li> <li>3. E-Auction integration</li> <li>4. Chatbot</li> </ul> |

|   |  |
|---|--|
| <ul style="list-style-type: none"> <li>iii. Pre-Liquidation Commencement Contribution to Liquidation Costs -</li> <li>iv. Pre-Liquidation Commencement Compromise or Arrangement -</li> <li>v. Liquidator Fees</li> </ul> <p>5. Resolution/Repayment Implementation &amp; Monitoring</p> <ul style="list-style-type: none"> <li>i. Formation of IMC</li> <li>ii. Resolution Checklist</li> <li>iii. Handover to SRA</li> <li>iv. Submission of Final Report</li> <li>v. Release of Discharge Order by NCLT</li> </ul> <p>6. Liquidation/Bankruptcy Implementation &amp; Monitoring</p> <ul style="list-style-type: none"> <li>i. Sale of Assets - Private Sale</li> <li>ii. Sale of Assets - E-Auction Notice Publishing and EAPD preparation</li> <li>iii. EAPD Bid Response Submission and Final List of Qualified Bidders</li> <li>iv. Configuring and Conducting Auction Event through baanknet portal</li> </ul> <p>7. Compliance Management</p> <ul style="list-style-type: none"> <li>i. Compliance to Statutory Authorities</li> <li>ii. Compliance to IPA</li> <li>iii. Compliance to MCA</li> </ul> <p>8. Litigation Management</p> <ul style="list-style-type: none"> <li>i. Manage Users</li> <li>ii. Litigations in NCLT/NCLAT</li> <li>iii. Other Litigations</li> <li>iv. Litigable Issues</li> </ul> <p>9. Finance/Cost Management</p> <p>10. MIS Reports &amp; Dashboards</p> <p>11. Mobile App Update</p> |  |
|---|--|

Table 10: Phase II Modules/Tools/Services

### 6.10.3 Phase III – Enhancements, Operations & Maintenance of entire iPIE Solution & Mobile App

Enhancements, operations, and maintenance of the entire iPIE Solution and mobile application by SI shall encompass the ongoing management, monitoring, and support of the system, ensuring its availability, reliability, and security. SI shall systematically evaluate and implement enhancements and change requests to improve system functionality and address evolving business needs. Bug fixing shall entail identifying and resolving software defects to maintain optimal performance. Training and capacity building initiatives shall empower users with the knowledge and skills necessary for effective utilization of the iPIE Solution. The detailed description of the Phase III activities is specified under ‘Enhancements, Operations & Maintenance’ section of this RFP document.



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## 6.11 Proposed Solution Specifications

### 6.11.1 Solution Architecture

Following are the key parameters which the SI shall adopt for designing the solution architecture of iPIE platform:

- (i) Adopt microservices-based architecture with the multiple modules, services, and tools envisioned for iPIE solution developed as independent containerized and orchestrated microservices.
- (ii) Host the proposed solution in cloud environment.
- (iii) Provide unified experience to users by offering integrated services through multiple channels/browsers, in a contactless, frictionless manner.
- (iv) Enhance the productivity of users through quicker access to up-to-date information and federated single-sign-on (SSO) features.
- (v) Bring in flexibility and agility in making changes to the systems to align with the industry best practices and to leverage the latest open-source tools & technologies.
- (vi) Feature dynamic field management capabilities, allowing users to add, modify, or delete data fields within forms and interfaces. This flexibility shall enable rapid adaptation to changing data requirements and user preferences, ensuring that the system remains aligned with evolving business needs.
- (vii) Insightful analytics for better decision making by stakeholders.
- (viii) Agile deployment with DevOps methodology on cloud architecture.
- (ix) Maintain the right balance between security of data and privacy of information.
- (x) Implement role-based access control mechanisms, enabling administrators to define granular access permissions based on user roles and responsibilities.
- (xi) Collaborating with stakeholders of IBC ecosystem for bringing the required levels of operational efficiency of the iPIE platform.

### 6.11.2 Technology Stack Options

The SI shall include the below mentioned technology layer components for the designing, development, and implementation of the proposed iPIE solution. The SI may propose alternate open-source tools for the following components of the technology stack ensuring a robust and scalable, micro-service-based solution. However, the ultimate selection of technology components shall be subjected to Purchaser's approval.

| Sr. No. | Indicative Technology Components | Indicative Tech Stack options in Market      |
|---------|----------------------------------|--|
| 1       | Front-End framework              | Angular/React/Vue                            |
| 2       | Backend                          | Springboot/PHP (Laravel/CodeIgniter)/Node JS |
| 3       | Web App Server                   | Apache Tomcat/NGINX                          |
| 4       | Database                         | Postgres SQL/MySQL/MongoDB                   |
| 6       | Operating System                 | Windows/Red Hat Linux/Ubuntu                 |
| 7       | ETL                              | Talend/Spark/Apache Airflow/Pentaho          |
| 8       | Code Versioning Solution         | OpenForge/GitHub/GitLab/SVN                  |
| 9       | Code Review/Audit                | SonarQube/GitHub/Gerrit/Rhodecode            |
| 10      | Testing                          | Selenium/Apache JMeter/Appium/LambdaTest     |
| 11      | Monitoring Solution              | New Relic/SigNoz                             |
| 12      | Bugs/Issue Tracking              | Bugzilla                                     |

|    |  |                                 |
|----|--|---------------------------------|
| 13 | Scripting Language in Analytics              | Python/R/NodeJS                 |
| 14 | MIS/Dashboard Reporting Solution             | Apache Superset/Kibana          |
| 15 | Continuous Integration & Continuous Delivery | OpenForge/Jenkins/Tekton        |
| 16 | Server Monitoring                            | Nagios/NewRelic                 |
| 17 | IDAM (Identity and Access Management)        | Keycloak                        |
| 18 | API Gateway                                  | Red Hat 3scale/WSO2/APISIX/Kong |
| 19 | Caching                                      | Redis/Memcached/Apache Ignite   |
| 20 | Directory Server                             | OpenLDAP/ApacheDS               |
| 21 | Log Management                               | ELK/Scalyr                      |
| 22 | Container Orchestration                      | Kubernetes                      |
| 23 | Container/Image Registry                     | Quay.io                         |
| 24 | Project Management                           | OpenProject/Taiga/Redmine       |

Table II: Indicative Technology Stack Options

Note: Open Forge would be considered for the Code Versioning Solution and Continuous Integration & Continuous Delivery (CI/CD) processes, provided it meets the iPIE project requirements and is compatible with the overall technology stack proposed by the System Integrator (SI).

### 6.11.3 Cloud Infrastructure

The SI shall leverage cloud-based hosting infrastructure for iPIE solution.

**(i) For Development & Testing Environments:**

The SI shall handle the complete configuration, O&M, and management of cloud infra of the iPIE platform using open-source software. SI shall be responsible for provisioning and overseeing the cloud infrastructure dedicated to the Development and Testing environments.

**(ii) For Pre-Production, Production and DR Environments:**

The SI shall provide the cloud infra sizing assessment including relevant technical inputs and requirements for Pre-Production, Production and DR environments to the Purchaser prior to Phase I Go-Live of the iPIE solution. Accordingly, the Purchaser shall initiate a separate procurement process for the selection of the CSP on the basis of the cloud infra sizing assessment by the SI, the Purchaser shall onboard a CSP through nomination (NICSi Meghraj 2.0) or hire resources through a MeitY empanelled CSP.

**(iii) Indicative Sizing for Development & Testing Environments:**

The table below outlines the indicative sizing for the cloud infrastructure components for **Development & Testing environments**. In alignment with the architecture design of the iPIE solution and indicative sizing of Development & Testing environments, the SI shall calculate the sizing of the cloud infrastructure components for Pre-Production, Production and DR environments before procurement of the same by the Purchaser. The SI shall ensure efficient allocation of the cloud resources and avoid overburdening or under sizing of these three environments.

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| <b>Indicative Compute Sizing for Development &amp; Testing Environment</b> |                       |   |   |                                  |          |                       |          |
|--|-----------------------|---|---|----------------------------------|----------|-----------------------|----------|
| #  | Service Type          | Custom Name                                 | Proposed software stack   | vCPU                             | RAM (GB) | Storage (Root Volume) | Quantity |
| 1  | VM                    | Master Node (Container)                     | Linux   | 4                                | 8        | 200                   | 3        |
| 2  | VM                    | CI/CD pipeline                              | Jenkins (+ plugins)   | 4                                | 8        | 200                   | 1        |
| 3  | VM                    | Compute                                     | Reverse Proxy   | 4                                | 8        | 200                   | 1        |
| 4  | VM                    | Document Management                         | Document Management   | 4                                | 8        | 200                   | 1        |
| 5  | VM                    | ELK   | Log Management  | 4                                | 8        | 200                   | 3        |
| 6  | VM                    | API Gateway + IDM                           | API Gateway +JDM  | 4                                | 8        | 600                   | 2        |
| 7  | VM                    | Session Management, In-Memory Cache         | Redis cluster (Redis-cache)   | 4                                | 8        | 600                   | 3        |
| 8  | VM                    | LDAP  | Active Directory  | 4                                | 8        | 600                   | 1        |
| 9  | VM                    | Relational Database (VM)                    | PostgreSQL (Linux)  | 16                               | 64       | 200                   | 1        |
| 10   | VM                    | Worker node (Container)                     | Linux   | 8                                | 32       | 200                   | 3        |
| <b>Indicative Network &amp; Security Requirements</b>                      |                       |   |   |                                  |          |                       |          |
| #  | Service Type          | Custom Name                                 | Configuration   | Quantity                         |          |                       |          |
| 11   | DNS services          | Cloud Native                                | Zone 1  | 100000 DNS Query                 |          |                       |          |
| 12   | WAF                   | Cloud Native                                | Standard Tier   | 100 GB Inbound & 100 GB outbound |          |                       |          |
| 13   | Network Load balancer | Cloud Native                                | Standard Tier   | 100 GB                           |          |                       |          |
| 14   | VPN                   | Cloud Native                                | Basic VPN tier  | 10 S2S 128 P2S for 50 users      |          |                       |          |
| 15   | Firewall              | Ability to configure inbound/outbound rules | Standard tier   | Basic 100 Gb                     |          |                       |          |
| 16   | Encryption Key Vault  | Key Management Service & Encryption         | Vault: Operations, advanced operations, renewals, protected keys, advanced protected keys | 50 keys                          |          |                       |          |
| <b>Indicative Other Services Requirements</b>                              |                       |   |   |                                  |          |                       |          |
| 17   | Hub Service           | Notification Hub Service (Prod, Non-Prod)   | Email, SMS  | 1                                |          |                       |          |

Table 12: Indicative Cloud Infrastructure

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## 7. Project Timelines, Milestones & Deliverables

The table below provides an outline of the expected project timelines, milestones, and deliverables to be adhered by SI. The SI may suggest any additional deliverables, if deemed necessary.

| Sr. #  | Action Item  | Milestone | Timelines (In Months) | Deliverables (D)   |
|--|--|-----------|-----------------------|--|
| <b>T = Contract signing date between the Purchaser &amp; SI (Successful Bidder)</b>    |  |           |                       |  |
| <b>Phase I: Implementation of Modules, Services &amp; Tools identified for Phase I</b> |  |           |                       |  |
| 1  | Project Kick Off and Planning  | M1        | T + 1                 | D1-Mobilization and Deployment of Core team<br>D2-Detailed Project Plan<br>D3-Communication Plan<br>D4-RACI Matrix   |
| 2  | Requirement Gathering, Analysis, Design, and Documentation               | M2        | T + 3                 | D5-Development Environment Configuration Completion  |
|  |  |           | T + 5                 | D6-Business Requirement Document (for 50% of Phase I scope)<br>D7-System Requirement Specification Document (for 50% of Phase I scope)<br>D8-System Design Document (SDD)  |
| 3  | Development of iPIE Web application and Mobile Application               | M3        | T + 8                 | D9-Cloud infrastructure sizing assessment (for Pre-Prod, Prod & DR env)<br>D10-Data Migration Approach Document  |
|  |  |           | T + 10                | D11-Source code of Phase I modules<br>D12-Training Plan and UAT Test Cases   |
| 4  | Testing, UAT and Training of iPIE Web application and Mobile Application | M4        | T+11                  | D13-UAT Completion Report<br>D14-Training completion report (including User manuals, Training manuals, Video Lectures)<br>D15-Business Requirement Document (for 100% of Phase I scope)<br>D16-System Requirement Specification Document (for 100% of Phase I scope) |
| 5  | Data Migration (Legacy Data)   |           | T+12                  | D17-Data Migration Completion report   |
| 6  | Audit (STQC + Security)  |           |                       | D18-STQC Audit certificate<br>D19-Security Audit certificate   |

|   |                            |  |  |   |
|---|----------------------------|--|--|---|
|   |                            |  |  | D20- GIGW 3.0 (Guidelines for Indian Government Websites and Apps) compliance certificate for Phase 1   |
| 7 | Phase I Roll Out (Go-Live) |  |  | D21-Deployment of website and mobile application with approved changes on production server<br>D22-Hosting of updated mobile application over respective app stores |

**Phase II-A: O&M Support for Phase I modules (To be initiated upon completion & acceptance of Phase I deliverables until completion & acceptance of overall Phase II)**

|   |   |  |      |   |
|---|---|--|------|---|
| 8 | Operations & Maintenance of Phase I Modules |  | T+18 | D23-Approved Monthly activity plan<br>D24-Approved Monthly activity report<br>D25-Monthly SLA reports |
|---|---|--|------|---|

**Phase II-B: Implementation of Modules, Services & Tools identified for Phase II-B**

|    |  |    |        |   |
|----|--|----|--------|---|
| 9  | Requirement Gathering, Analysis, Design, and Documentation               | M5 | T + 15 | D26-Business Requirements Document (BRD) for Phase II-B<br>D27-System Requirements specifications (SRS) for Phase II-B<br>D28-Updated System Design Document (SDD)                    |
| 10 | Development of iPIE Web application and Mobile Application               | M6 | T + 17 | D29-Source code of Phase II-B modules/services<br>D30-Training Plan and UAT Test Cases<br>D31-Updated Data Migration Approach Document  |
| 11 | Testing, UAT and Training of iPIE Web application and Mobile Application |    |        | D32-UAT Completion Report<br>D33-Training completion report for Phase II-B (including User manuals, Training manuals, Video Lectures)   |
| 12 | Data Migration (Legacy Data)   |    |        | D34-Data Migration Completion report for Phase II-B   |
| 13 | Audit (STQC + Security)  | M7 | T + 18 | D35-Updated STQC audit certificate<br>D36-Updated Security audit certificate<br>D37- GIGW 3.0 (Guidelines for Indian Government Websites and Apps) compliance certificate for Phase 2 |
| 14 | Phase II Roll Out (Go-Live)  |    |        | D38-Deployment of website and mobile app with approved changes  |

|  |   |  |   |
|--|---|--|---|
|  |   |  | D39-Hosting of updated mobile app over respective app stores  |
| <b>Phase III: Enhancements, Operations and Maintenance of entire iPIE platform and mobile application (To be started post completion and acceptance of Phase II)</b> |   |  |   |
| 15   | Comprehensive ongoing technical Support |  | <p>T + 60 (For 3.5 years post Phase II completion and acceptance)</p> <p><b>Documentation:</b><br/>           D40-Software change logs<br/>           D41-Updated BRD, SRS and SDD (if applicable)<br/>           D42-Updated user manuals and training manuals (if applicable)</p> <p><b>Reports:</b><br/>           D43-Approved Monthly activity plan<br/>           D44-Approved Monthly activity report<br/>           D45-Monthly SLA reports</p> <p><b>At the time of exit:</b><br/>           D46-Exit Management &amp; Transition Plan<br/>           D47-Complete Project documentation and handover of source code<br/>           D48-Replication of development environment in the new environment provided by the Purchaser/other agency (as appointed by the Purchaser)</p> |

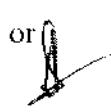
Table 13: Project Timelines, Milestones &amp; Deliverables

## 7.1 Acceptance Criteria for roll out of iPIE web portal and mobile application

### 7.1.1 Phase I Go-Live

The SI must complete following activities as part of acceptance criteria for this phase:

- (i) Completion and approval of deliverables including documents mentioned for milestones M1, M2, M3 and M4 as outlined in the section '**Project Timelines, Milestones & Deliverables**'.
- (ii) The modules, services and tools outlined in the project scope for Phase I are fully implemented.
- (iii) UAT approval shall be obtained from the key users on both the website and mobile application as per defined scope for Phase I.
- (iv) API integrations with IBBI, NCLT, NCLAT, NeSL, MCA, payment gateway and other IBC ecosystem key stakeholders (refer Functional Requirement Specification document).
- (v) Integration/Installation/Configuration with the externally procured tools for Ticketing System, Digital Signature utility and Document Management System.
- (vi) Integration shall be completed with at least three third party databases for company or director-related data.



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- (vii) Integrations required for user authentications using PAN, TAN and Aadhaar or other unique identifiers shall be completed.
- (viii) Migration of legacy data of ongoing cases from IPs, IPA, RVO, IBBI, NCLT, NCLAT and NeSL shall be completed as per defined scope for Phase I.
- (ix) Successful security and application audit, deployment, and submission of the audited code of the platform and mobile application.
- (x) Completion of training sessions for master trainers representing nominated officers and staff of the Purchaser.
- (xi) Risk mitigation strategies including disaster recovery and backup plan shall be in place before Go-Live.
- (xii) Sign-off on the acceptance of Phase I deliverables must be obtained from the Purchaser.

### **7.1.2 Phase II Go-Live**

- (i) Completion and approval of deliverables including documents mentioned for milestones M5, M6 and M7 as outlined in the section '**Project Timelines, Milestones & Deliverables**'.
- (ii) The core modules, services and tools outlined in the project scope for Phase II-B are fully implemented.
- (iii) UAT approval shall be obtained from the key users on both the website and mobile application as per scope defined for Phase II-B.
- (iv) API integrations shall be completed with IPA and RVO.
- (v) Integration shall be established with the externally procured tools for Meeting Management, Communication Tool, Chatbot and baanknet auction platform.
- (vi) API integrations shall be completed with IBBI, NCLT, NCLAT, NeSL, MCA, payment gateway and other IBC ecosystem key stakeholders (refer Functional Requirement Specification document).
- (vii) Migration of additional legacy data of ongoing cases from IPs, IPA, RVO, IBBI, NCLT, NCLAT and NeSL database shall be completed as per scope defined for Phase II.
- (viii) Successful security and application audit, deployment, and submission of the audited code of the website and mobile application.
- (ix) Completion of training sessions for master trainers for modules defined in Phase II-B representing nominated officers and staff of the Purchaser.
- (x) Regression Testing shall be completed to ensure that Phase II-B modules do not impact the data, functionalities, and performance of the existing Phase I modules.
- (xi) Risk mitigation strategies including disaster recovery and backup plan shall be in place before Go-Live.
- (xii) Sign-off on the acceptance of Phase II-B deliverables must be obtained from the Purchaser.

## **8. Instructions for Resource Deployment**

The implementation of the iPIE system is envisaged to be a tailored solution, emphasizing the necessity of deploying skilled resources capable of delivering the project to specification. Proper deployment of resources by SI shall ensure that each team member's skills and expertise are utilized effectively, and high quality of work is delivered.

### **8.1 Indicative Resource Requirement**

- (i) The SI shall deploy the appropriate manpower resources with required skillsets in line with the phases of the project.

  
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लक्ष्मी राजिया / Under Secretary

- (ii) The SI shall submit CVs for all the proposed Core Team resources along with their roles and responsibilities and deployment plan as part of RFP response. The CVs of the Non-Core Team resources shall be submitted later prior to their deployment.
- (iii) The deployment model for the team shall follow an Onsite + Offsite approach, with few team members operating from the Purchaser's office and the remaining working from the SI's office. The team working remotely shall also be available Onsite whenever required by the Purchaser for meetings, discussions, and any other necessary activities.
- (iv) The SI may propose deployment of additional resources as part of RFP response other than mentioned in subsequent sections for successful execution of the project.
- (v) The resources deployed on the project shall be on payroll of the SI. The SI shall provide the requisite documentary proof as and when required by the Purchaser.
- (vi) The resources shall work according to Purchaser's business timings. Leave policy of the SI shall apply (earned leave, sick leave, and other types of leave) however, the SI shall ensure minimal disruption to the project, and provide a replacement resource to minimize adverse impact to Project, if required.
- (vii) If the performance of the deployed resources is found unsatisfactory by the Purchaser during the project, the SI shall take suitable action including replacement, if necessary, within 2 weeks.
- (viii) The SI shall obtain prior approval from the Purchaser before making any changes to the Core Team composition.
- (ix) The SI shall not replace any Core Team resource unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires. The SI shall inform the Purchaser of any such event within 1 week.
- (x) Any changes made by the SI to the composition of Non-Core Team members, aside from Core Team members, shall be communicated to the Purchaser in advance.
- (xi) The SI shall ensure at least 2 weeks of overlap period between the existing resource and the replacement resource to facilitate knowledge transfer.
- (xii) The replacement of resources deployed as part of the Core Team, shall be liable for penalties as defined in section '**Service Level Agreements and Penalties**'. However, such replacement shall be allowed only with a resource of equivalent or higher qualification and experience. The Purchaser retains the right to interview the resources proposed by the SI under such circumstances.
- (xiii) The team deployed by the SI shall use their own computing device for implementation/documentation/project work purpose. These devices, including laptops or desktops, must be equipped with suitable security solutions, such as antivirus and anti-malware software, to mitigate the risk of potential security breaches.

### 8.1.1 Core Team

The table below outlines the minimum Core team members to be deployed during the contract period. In addition to these resources, the SI shall allocate additional resources as necessary to effectively execute the project, ensure adherence to timelines, and meet the SLA outlined in this RFP document.

| Sr. # | Role               | Deployment during Implementation Phase (Phases I & II) | *Deployment during Phase II A | *Deployment during Phase III |
|-------|--------------------|--|-------------------------------|------------------------------|
| 1     | Project Manager    | Onsite   | -                             | Onsite                       |
| 2     | Solution Architect | Onsite/Offsite   | -                             | -                            |
| 3     | Data Architect     | Onsite/Offsite   | -                             | -                            |

|   |                           |                |                |                |
|---|---------------------------|----------------|----------------|----------------|
| 4   | Senior Business Analyst   | Onsite         | -              | -              |
| 5   | Technical Lead - Frontend | Onsite         | -              | -              |
| 6   | Technical Lead - Backend  | Onsite         | -              | Onsite         |
| 7   | Test Team Lead/QA Expert  | Onsite         | -              | -              |
| 8   | UI/UX Designer            | Onsite         | Onsite/Offsite | Onsite/Offsite |
| 9   | Database Administrator    | Onsite         | -              | -              |
| 10  | DevOps Expert             | Onsite         | Onsite/Offsite | Onsite/Offsite |
| 11  | Cloud Expert              | Onsite/Offsite | -              | Onsite/Offsite |
| 12  | Security Expert           | Onsite/Offsite | -              | -              |
| 13  | Domain Expert             | Onsite         | -              | -              |
| 14  | Helpdesk Team Lead        | -              | Onsite         | Onsite         |
| <b>Minimum Total Core Team Members (to be deployed by SI)</b> |                           | <b>13</b>      | <b>3</b>       | <b>6</b>       |

Table 14: Core Team Structure

\* The SI may identify, propose, and deploy the additional required resources from the roles outlined in the Core Team or Non-Core Team sections of this RFP document, apart from minimum total core team members to be deployed across phases of the iPIE project.

### 8.1.2 Non-Core Team

The SI shall allocate and deploy suitable additional resources for Non-Core Team either Onsite or Offsite as required to meet project deliverables, or as advised by the Purchaser according to the project requirements. These resources shall assist the SI in achieving project deliverables within the specified timeline. The SI shall provide detailed information regarding all Non-Core team resources to the Purchaser prior to their deployment.

The table below outlines the indicative roles of the Non-Core team to be deployed during the contract period (Implementation and O&M Phases). In addition to these roles, the SI shall allocate additional resources as necessary to effectively execute the project, ensure adherence to timelines, and meet the SLA outlined in this RFP document.

| Sr. # | Indicative Role(s)              |
|-------|---------------------------------|
| 1     | Business Analyst(s)             |
| 2     | Senior Frontend Developer(s)    |
| 3     | Frontend Developer(s)           |
| 4     | Senior Backend Developer(s)     |
| 5     | Backend Developer(s)            |
| 6     | Senior Database Developer(s)    |
| 7     | Database Developer(s)           |
| 8     | Mobile Application Developer(s) |
| 9     | Test Engineer(s)                |

|    |                             |
|----|-----------------------------|
| 10 | Helpdesk Support Analyst(s) |
|----|-----------------------------|

Table 15: Non-Core Team

## 8.2 Minimum Qualification for Resources

The SI shall propose the Core Team resources along with their CV for each role phasewise at the time of the proposal submission. The CVs of the Non-Core Team resources shall be submitted later, prior to their deployment. The deployment of the team shall be discussed and finalized at the time of signing of contract between the Purchaser and the successful bidder based on the project need. Any additional resources shall be estimated and accounted for in the commercial bid by the bidder.

### 8.2.1 Core Team

The table below defines the minimum skillsets required for the indicative **Core Team** members to be involved in design, development, implementation, and maintenance phases of the project.

- (i) SI is required to submit CVs of members of the Core Team as defined in the technical evaluation criteria of this RFP.
- (ii) Resource experience shall be evaluated as on date of publishing RFP.
- (iii) Post qualification experience of the proposed members shall be considered.

| Sr. # | Designation        | Essential Qualification             | Minimum Essential Experience   | Desirable Experience   |
|-------|--------------------|-------------------------------------|--|--|
| 1     | Project Manager    | B.E./B.Tech/MCA + MBA or equivalent | <ul style="list-style-type: none"> <li>• 13+ years of experience of IT project management, implementation, and monitoring</li> <li>• Experience of managing and implementing at least 4 large-scale projects</li> <li>• Experience of managing large, cross-functional teams</li> </ul>  | <ul style="list-style-type: none"> <li>• PMP or PRINCE2 certified.</li> <li>• Experience in handling &amp; managing projects in similar domain as mentioned in this RFP document.</li> <li>• At least 2 projects with Central/State Government/PSU</li> </ul>      |
| 2     | Solution Architect | B.E./B. Tech./ MCA/M.Tech           | <ul style="list-style-type: none"> <li>• 10+ years of relevant experience in designing and architecting large enterprise scale IT applications.</li> <li>• Experience in designing software solutions to meet business requirements including decision making about technologies, platforms, and overall system architecture.</li> <li>• Experience in Microservices architecture</li> </ul> | <ul style="list-style-type: none"> <li>• Relevant certifications (TOGAF)</li> <li>• Should have led the technical design and architecture in at least 2 projects with Central/State Government/PSU</li> <li>• Experience in microservices architecture.</li> </ul> |
| 3     | Data Architect     | B.E./B.Tech. /MCA/M.Tech            | <ul style="list-style-type: none"> <li>• 10+ years of relevant experience in designing and architecting databases.</li> </ul>  | <ul style="list-style-type: none"> <li>• Relevant certifications</li> <li>• Experience in working in At least</li> </ul>   |

|   |                           |                      |   |   |
|---|---------------------------|----------------------|---|---|
|   |                           |                      | <ul style="list-style-type: none"> <li>Proficiency in database management systems (e.g., SQL Server, Oracle, PostgreSQL, MySQL, Mongo DB), and data integration platforms.</li> </ul>   | <ul style="list-style-type: none"> <li>2 projects with Central/State Government/PSU</li> <li>Experience in data standardization, migration, data consolidation and data archival.</li> </ul>  |
| 4 | Senior Business Analyst   | B.E./B.Tech./MCA/MBA | <ul style="list-style-type: none"> <li>8+ years of total experience in IT Industry</li> <li>Minimum 5 years of experience as IT business analyst for projects of similar nature</li> <li>Proficient in creating BRD, SRS, SDD and other technical documents.</li> </ul>   | <ul style="list-style-type: none"> <li>Relevant certifications</li> <li>Experience in conducting stakeholder workshops and trainings for users.</li> <li>Knowledge of business process mapping using techniques such as BPMN or UML.</li> <li>At least 2 projects with Central Govt/State Govt/PSU</li> </ul> |
| 5 | Technical Lead - Frontend | B.E./B.Tech./MCA     | <ul style="list-style-type: none"> <li>8+ years of total experience in IT Industry</li> <li>Minimum 3 years of working as team lead for Web and Mobile application development projects.</li> <li>Experience in relevant technologies.</li> <li>Deep understanding of programming languages, development frameworks, and best practices.</li> </ul> | <ul style="list-style-type: none"> <li>Hands on experience with version control management tools such as Git, SVN or similar tools.</li> <li>Experience in API development.</li> </ul>  |
| 6 | Technical Lead - Backend  | B.E./B.Tech./MCA     | <ul style="list-style-type: none"> <li>8+ years of total experience in IT Industry</li> <li>Minimum 3 years of working as team lead for projects of similar nature.</li> <li>Experience in relevant technologies.</li> <li>Deep understanding of programming languages, development frameworks, and best practices.</li> </ul>                      | <ul style="list-style-type: none"> <li>Hands on experience with version control management tools such as Git, SVN or similar tools.</li> <li>Experience in API development.</li> <li>Experience in projects working with various databases like MySQL/</li> </ul>   |

|    |                             |                        |  |  |
|----|-----------------------------|------------------------|--|--|
|    |                             |                        |  | PostgreSQL/Mongo DB/ Oracle and similar DBs.   |
| 7  | Testing Team Lead/QA Expert | B.E./B.Tech./MCA       | <ul style="list-style-type: none"> <li>• 8+ years of overall experience in IT industry</li> <li>• Minimum 3 years' experience as testing team lead for projects of similar nature</li> <li>• Experience in Functional (Web, Mobile) and Database/ETL Testing</li> <li>• Proficient in driving processes of software testing lifecycle.</li> </ul>  | <ul style="list-style-type: none"> <li>• Relevant certifications</li> <li>• Good understanding of Automation Tools such as JMeter, Appium, Selenium Webdriver, &amp; IOS Automated Test or any other similar tools.</li> </ul>         |
| 8  | UI/UX Designer              | B.E./B.Tech./MCA/B.Des | <ul style="list-style-type: none"> <li>• 5+ years of experience in IT industry in designing and prototyping web/mobile based IT applications.</li> <li>• Should have proficiency in design tools such as Adobe XD, Figma, and other relevant tools.</li> <li>• Should have proficiency in using web technologies like Adobe Photoshop/ Dreamweaver/HTML5/CSS3/Java Script, and other relevant technologies.</li> </ul> | <ul style="list-style-type: none"> <li>• Relevant certifications</li> <li>• Experience in designing complex enterprise-level applications or platforms.</li> <li>• Knowledge of designing responsive webbased applications.</li> </ul> |
| 9  | Database Administrator      | B.E./B.Tech./MCA       | <ul style="list-style-type: none"> <li>• 7+ years of experience in IT industry including 3+ years of experience as DBA. Proficiency in database management systems (e.g., SQL Server, Oracle, PostgreSQL, MySQL, Mongo DB), and data integration platforms.</li> <li>• Experience of handling distributed data base systems.</li> <li>• Knowledge in security aspects of data bases.</li> </ul>                        | <ul style="list-style-type: none"> <li>• Relevant certifications</li> <li>• Experience in administrating complex enterprise-level database systems and data warehousing.</li> </ul>  |
| 10 | DevOps Expert               | B.E./B.Tech./MCA       | <ul style="list-style-type: none"> <li>• 5+ years of experience in IT industry with 3+ years of working as DevOps engineer.</li> <li>• Experience implementing CI/CD using Jenkins, Kafka, Docker containerization and clustering with Kubernetes.</li> </ul>  | <ul style="list-style-type: none"> <li>• Relevant certifications</li> <li>• Experience in Cloud platform technologies, AWS, or MS Azure or other equivalent platforms.</li> </ul>  |

|    |                                      |                          |  |   |
|----|--------------------------------------|--------------------------|--|---|
|    |                                      |                          |  | <ul style="list-style-type: none"> <li>Experience in deploying and maintaining critical applications on cloud-native micro services architecture.</li> </ul>  |
| 11 | IT Infrastructure Lead/ Cloud Expert | B.E./B.Tech./MCA         | <ul style="list-style-type: none"> <li>5+ years of experience in IT industry with 3+ years of expertise in setting up and managing IT cloud infrastructure, migration, monitoring data storage services and cloud management.</li> <li>Experience in Cloud platform technologies</li> </ul>                                  | <ul style="list-style-type: none"> <li>Relevant certifications</li> <li>Experience in managing cloud infrastructure.</li> <li>Experience in infrastructure consolidation.</li> </ul>  |
| 12 | Security Expert                      | B.E./B.Tech./MCA         | <ul style="list-style-type: none"> <li>7+ years of experience in the IT industry with 3+ years of working as Security expert.</li> <li>At least 2 projects with Central Govt/State Govt/PSU.</li> </ul>  | <ul style="list-style-type: none"> <li>Relevant certifications</li> <li>Knowledge of multiple security technologies such as firewalls, intrusion detection prevention systems, vulnerability scanning, secure proxies, SSL, etc.</li> </ul>   |
| 13 | Domain Expert/Domain Consultant      | Any Post Graduate degree | <ul style="list-style-type: none"> <li>5+ years of experience working in the similar domain projects as defined in this RFP.</li> <li>Advanced knowledge of business operations and project management.</li> <li>In-depth knowledge and understanding of legal and procedural aspects of the financial frameworks</li> </ul> | <ul style="list-style-type: none"> <li>Familiarity with digital transformation initiatives within the context of legal and regulatory frameworks.</li> <li>Proven track record of effectively engaging with stakeholders.</li> <li>Exceptional leadership and mentorship abilities to introduce and implement technical solutions.</li> <li>At least 2 projects with Central Govt/State Govt/PSU</li> </ul> |

|    |                    |                  |   |   |
|----|--------------------|------------------|---|---|
| 14 | Helpdesk Team Lead | B.E./B.Tech./MCA | <ul style="list-style-type: none"> <li>• 5+ years of experience in IT industry</li> <li>• Resource management</li> <li>• Ability to resolve business query.</li> <li>• Knowledge of Service Desk operations (ITIL framework)</li> <li>• Working knowledge of Call Management tool</li> <li>• Basic knowledge of IT infrastructure.</li> <li>• Basic knowledge of Networking.</li> </ul> | <ul style="list-style-type: none"> <li>• ITIL Foundation v3/v4 certification</li> <li>• Good knowledge of Office tools (Word, Excel &amp; PPT)</li> </ul> |
|----|--------------------|------------------|---|---|

Table 16: Indicative Skillsets for Core Team Members

### 8.2.2 Non-Core Team

The table below defines the minimum skillsets required for the indicative **Non-Core Team** members to be involved in design, development, implementation, and maintenance phases of the project.

| Sr. # | Designation               | Essential Qualification | Minimum Essential Experience  | Desirable Experience   |
|-------|---------------------------|-------------------------|---|--|
| 1     | Business Analyst          | B.E./B.Tech./MCA/MBA    | <ul style="list-style-type: none"> <li>• 5+ years of total experience in IT Industry</li> <li>• Minimum 3 years of experience as IT business analyst for projects of similar nature</li> <li>• Experience in creating BRD, SRS, SDD and other technical documents</li> </ul>      | <ul style="list-style-type: none"> <li>• Experience in conducting stakeholder workshops and trainings for users. Knowledge of business process mapping using techniques such as BPMN or UML.</li> </ul>  |
| 2     | Senior Frontend Developer | B.E./B.Tech./MCA        | <ul style="list-style-type: none"> <li>• 5+ years of total experience in IT Industry</li> <li>• Minimum 3 years of working within Development/Implementation Team for Web and Mobile application development projects.</li> <li>• Proficient in relevant technologies.</li> </ul> | <ul style="list-style-type: none"> <li>• Hands on experience with version control management tools such as Git, SVN, and other relevant tools.</li> <li>• Experience in REST APIs. Deep understanding of programming languages, development frameworks, and best practices.</li> </ul> |
| 3     | Frontend Developer        | B.E./B.Tech./MCA        | <ul style="list-style-type: none"> <li>• 2+ years of experience in IT industry working within a Development/Implementation Team on</li> </ul>   | <ul style="list-style-type: none"> <li>• Knowledge of version control management</li> </ul>  |

|   |                           |                  |   |  |
|---|---------------------------|------------------|---|--|
|   |                           |                  | <ul style="list-style-type: none"> <li>projects related to Web and Mobile application development.</li> <li>Experience relevant technologies.</li> </ul>  | <ul style="list-style-type: none"> <li>tools such as Git, SVN or similar. Experience in REST APIs.</li> </ul>  |
| 4 | Senior Backend Developer  | B.E./B.Tech./MCA | <ul style="list-style-type: none"> <li>5+ years of total experience in IT Industry</li> <li>Minimum 3 years of working within Development/Implementation Team for projects of similar nature.</li> <li>Proficient in relevant technologies.</li> </ul>                          | <ul style="list-style-type: none"> <li>Hands on experience with version control management tools such as Git, SVN, and other relevant tools.</li> <li>Experience in Spring Boot, SOAP &amp; REST APIs.</li> <li>Experience in various databases like MySQL/ PostgreSQL/ Mongo DB/ Oracle.</li> <li>Deep understanding of programming languages, development frameworks, and best practices.</li> </ul> |
| 5 | Backend Developer         | B.E./B.Tech./MCA | <ul style="list-style-type: none"> <li>2+ years of experience in IT industry working within a Development/Implementation Team for projects of similar nature.</li> <li>Experience working in relevant technologies.</li> </ul>  | <ul style="list-style-type: none"> <li>Knowledge of version control management tools such as Git, SVN, and other relevant tools.</li> <li>Experience in REST APIs. Experience in working with various databases like MySQL/ PostgreSQL/Mongo DB/ Oracle.</li> </ul>  |
| 6 | Senior Database Developer | B.E./B.Tech./MCA | <ul style="list-style-type: none"> <li>5+ years of total experience in IT Industry</li> <li>Minimum 3 years of working as team lead for projects of similar nature.</li> <li>Proficient in SQL programming languages, database management systems (e.g., SQL Server,</li> </ul> | <ul style="list-style-type: none"> <li>Hands on experience with version control management tools such as Git, SVN, and other relevant tools.</li> <li>Experience with database design</li> </ul>   |

|    |                              |                     |   |   |
|----|------------------------------|---------------------|---|---|
|    |                              |                     | Oracle, PostgreSQL, MySQL., Mongo DB), and data integration platforms   | normalization, and optimization techniques.   |
| 7  | Database Developer           | B.E./B.Tech./MCA    | <ul style="list-style-type: none"> <li>• 2+ years of experience in IT industry working as a Data Developer.</li> <li>• Experience in SQL programming languages, database management systems (e.g., SQL Server, Oracle, PostgreSQL, MySQL, Mongo DB), and data integration platforms</li> </ul>  | <ul style="list-style-type: none"> <li>• Knowledge of version control management tools such as Git, SVN, and other relevant tools.</li> <li>• Knowledge of database design, normalization, and optimization techniques.</li> </ul>                            |
| 8  | Mobile Application Developer | B.E./B.Tech./MCA    | <ul style="list-style-type: none"> <li>• 5+ years of experience in IT industry with 3+ years working as Mobile Application Developer.</li> <li>• Proficient in JavaScript (React Native), Dart (Flutter), Java (Kotlin) + NativeScript, Android OS/iOS internals &amp; features.</li> <li>• Ability to use Android Studio, including Android SDK.</li> <li>• Experience working with remote data via REST and JSON, third party libraries and APIs</li> </ul> | <ul style="list-style-type: none"> <li>• Hands on experience with version control management tools such as Git, SVN, and other relevant tools.</li> <li>• Deep understanding of programming languages, development frameworks, and best practices.</li> </ul> |
| 9  | Test Engineer                | B.E./B.Tech./MCA    | <ul style="list-style-type: none"> <li>• 2+ years' of experience of working as Test Engineer.</li> <li>• Experience in Functional (Web, Mobile) and Data Testing</li> <li>• Understanding of software testing lifecycle processes.</li> </ul>   | <ul style="list-style-type: none"> <li>• Cross department collaboration with software developers, designers, and project managers. Good understanding of Automation Tools such as, JMeter, Appium, Selenium Web driver, &amp; IOS Automated Test</li> </ul>   |
| 10 | Helpdesk Support Analyst     | Any Graduate degree | <ul style="list-style-type: none"> <li>• 2+ years of experience in IT industry</li> <li>• Ability to resolve business query.</li> </ul>   | <ul style="list-style-type: none"> <li>• Knowledge of Service Desk operations (ITIL framework) Good knowledge of</li> </ul>   |

|  |  |  |                                  |
|--|--|--|----------------------------------|
|  |  | <ul style="list-style-type: none"> <li>• Working knowledge of Call Management tool</li> <li>• Basic knowledge of IT infrastructure</li> <li>• Basic knowledge of Networking</li> </ul> | Office tools (Word, Excel & PPT) |
|--|--|--|----------------------------------|

Table 17: Skillsets for Non-Core Team Members

## 9. Period of Contract

The total period of contract shall be 5 years initially from the contract signing date, further extendable up to 2 years with a maximum of two (2) such extensions. The period of contract of the SI shall be divided into three phases (Refer Section '**Detailed Scope of Work for System Integrator**') of project execution.

| Phase #    | Phase Duration  |
|------------|---|
| Phase I    | For 1 year from the contract signing date or till Go-LIVE and rollout of iPIE solution, whichever is later.   |
| Phase II-A | For 6 months from the Go-LIVE and rollout of iPIE solution, or till Go-LIVE of Phase II-B rollout of iPIE solution, whichever is later.   |
| Phase II-B | Till 6 months from GO-LIVE of Phase 1 or till Go-LIVE II rollout of iPIE solution, whichever is later.  |
| Phase III  | For 3.5 years post completion of Phase II, which may further be extended for a period of 2 years with a maximum of two (2) such extensions, by mutual consent on the same terms and conditions. |

Table 18: Period of Contract

## 10. Evaluation Criteria

### 10.1 Pre-Qualification/Eligibility Criteria

(i) The evaluation of the bidders shall be carried out by the Evaluation Committee as per the pre-qualification/eligibility criteria defined in the RFP document. Only the bidders who fulfil the given pre-qualification eligibility criteria shall be eligible for the next round of evaluation i.e., Technical evaluation. Non-conforming bids shall be rejected and shall not be eligible for any further processing. The eligibility criteria are given as below:-

| Sr. # | Basic Requirement | Specific Requirements  | Documents Required   |
|-------|-------------------|--|--|
| 1     | Legal Entity      | <p>(i) The bidder should be either:</p> <ul style="list-style-type: none"> <li>• a company registered under Companies Act, 1956/2013 OR</li> <li>• a partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008</li> </ul> <p>OR</p> | <ul style="list-style-type: none"> <li>(a) Certificate of Incorporation</li> <li>(b) GST Registration Certificate</li> <li>(c) Copy of PAN card</li> <li>(d) Letter from Company Secretary/ Authorized Signatory/ Statutory Auditor</li> </ul>  |

|   |                      |  |   |
|---|----------------------|--|---|
|   |                      | <ul style="list-style-type: none"> <li>• a partnership firm registered under the Indian Partnership Act, 1932</li> </ul> <p>(ii) Registered with the GST Authorities</p> <p>(iii) Should have been operating for the last five years (as on the bid submission date)</p> <p>Note: Consortium/Joint Venture in any form are not allowed.</p>  | on bidder's letter head for last five years of operation  |
| 2 | Turnover             | <p>The bidder should have minimum average annual turnover of INR 350 crores from IT application and website development, or other system integration activities in the last three financial years (for which the bidder's accounts have been audited):</p> <p>FYs 2022-23, 2023-24 and 2024-25 to this criterion, turnover of only the bidding entity will be considered.</p> <p>Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>  | <p>(a) Certificate from the statutory auditor</p> <p>(b) Audited Financial Statements (Balance sheet and Profit &amp; Loss statement)</p>   |
| 3 | Net Worth            | <p>The bidder should have positive net worth in the last three financial years: FYs 2022-23, 2023-24 and 2024-25</p>   | <p>(a) Certificate from the statutory auditor</p>   |
| 4 | Technical Capability | <p>The bidder must have experience of successful implementation, completion, or phased completion of IT application and website development or other system integration activities awarded to the bidder of value specified herein for the Government/private firms during the last five years as on bid submission date:</p> <ul style="list-style-type: none"> <li>• One project of similar nature of amount not less than INR 60 crores.<br/>OR</li> <li>• Two projects of similar nature of amount not less than INR 45 crores each.<br/>OR</li> </ul> | <p>Citation in required format along with:</p> <p><b>Completed projects:</b></p> <p>(a) Work order + completion certificate from the client<br/>Or<br/>Work order + self certificate of completion (certified by the statutory auditor)</p> <p><b>For ongoing projects:</b></p> <p>(a) Work order + Phase completion certificate from client.<br/>Or<br/>Work order + self certificate of phase</p> |

|   |                     |  |   |
|---|---------------------|--|---|
|   |                     | <ul style="list-style-type: none"> <li>Three projects of similar nature of amount not less than INR 30 crores each.</li> </ul> <p>Note: For ongoing projects, phase completion amount should meet the project costing value specified above. Only projects which went live and are currently in support/maintenance phase shall be considered.</p>   | completion<br>(certified by the statutory auditor)  |
| 5 | Certifications      | <p>The bidder should possess following valid certifications on the bid submission date:</p> <ul style="list-style-type: none"> <li>(i) Quality Management certification: ISO 9001</li> <li>(ii) Information Security Management certification: ISO 27001</li> <li>(iii) Software Implementation/Application Development certification: SEI CMMI (Capability Maturity Model Integration) Level 3</li> </ul> | <p>Self-certified copies of</p> <ul style="list-style-type: none"> <li>(a) ISO 9001 certification</li> <li>(b) ISO 27001 certification</li> <li>(c) CMMI Level 3 certification</li> </ul> |
| 6 | Manpower Strength   | The bidder should have at least 250 technically qualified professionals (B.E./B.Tech/ MCA/MBA) on its payroll, who have prior work experience in IT application and website development or other system integration projects.  | <ul style="list-style-type: none"> <li>(a) Self-certification by the Authorised Signatory/HR department</li> </ul>  |
| 7 | Debarment           | The bidder should not have been blacklisted by any Central/State Government or any undertaking/institution under Government control as on the bid submission date.   | <ul style="list-style-type: none"> <li>(a) Self-certified letter authenticated by authorised signatory</li> </ul>   |
| 8 | Office in Delhi/NCR | The bidder should either have at least 1 office in Delhi NCR or submit an undertaking to establish a project office in Delhi/NCR within 30 days of contract signing date.  | <ul style="list-style-type: none"> <li>(a) Self-certified letter authenticated by authorised signatory</li> </ul>   |

Table 19: Pre-Qualification Table

## 10.2 Technical Evaluation

- (i) The evaluation of the bidders will be carried out by the Evaluation Committee as per the technical evaluation criteria defined in the RFP document. Only the bidders who fulfil the given technical criteria shall be eligible for the commercial bid evaluation.  
Technical evaluation shall be done on the following basis:

| Sr.# | Criteria               | Scoring Criteria  | Maximum Marks | Documents Required  |
|------|------------------------|---|---------------|---|
| 1    | Turnover               | <p>Average annual turnover from IT application and website development or other system integration activities in the last three financial years i.e., FYs 2022-23, 2023-24 and 2024-25 (for which the bidder's accounts have been audited):</p> <ul style="list-style-type: none"> <li>• More than INR 550 Cr: 15 marks</li> <li>• INR 450 Cr – 550 Cr: 12 marks</li> <li>• INR 350 Cr – 450 Cr: 10 marks</li> </ul>  | 15            | Certificate from the statutory auditor  |
| 2    | Relevant IT Experience | <p>No. of successfully completed/ongoing projects for IT application and website development or other system integration activities awarded to the bidder by Government/ Private firms during the last five years as on bid submission date, each costing not less than INR 30 crores each:</p> <ol style="list-style-type: none"> <li>i. Project's worth more than INR 60 crores (maximum 4 projects shall be considered for scoring) – 3 marks per project</li> <li>ii. Project's worth more than INR 45 crores (maximum 6 projects shall be considered for scoring) – 2 marks per project</li> <li>iii. Project's worth more than INR 30 crores (maximum 12 projects shall be considered for scoring) – 1 mark per project</li> </ol> <p># Following extra marks will be awarded in case the project submitted by the bidder is awarded by Government:</p> | 15            | <p>Citation in required format along with:</p> <p><b>Completed projects:</b><br/>Work order + completion certificate from the client + client satisfaction certificate (in case of delay in project delivery)</p> <p>Or</p> <p>Work order + self-certificate of completion (certified by the statutory auditor) + client satisfaction certificate (in case of delay in project delivery)</p> <p><b>For ongoing projects:</b><br/>Work order + Phase completion certificate from client + client</p> |

|   |   |   |  |  |
|---|---|---|--|--|
|   | <p>i. Project's worth more than INR 60 crores – 2 marks per project<br/> ii. Project's worth more than INR 45 crores – 1.5 marks per project<br/> iii. Project's worth more than INR 30 crores – 1 mark per project</p> <p><b>Note:</b></p> <p>1. For ongoing projects, phase completion amount should meet the project costing value specified above. Only projects which went live and are currently in support/maintenance phase shall be considered.</p> <p>2. If there is a delay in the delivery of submitted projects citations by the bidder, the project score will be considered as follows:</p> <ul style="list-style-type: none"> <li>a. 100% of project score if <math>(AT/ST) = 1</math></li> <li>b. 75% of project score if <math>(AT/ST) &gt; 1</math> and <math>\leq 2</math></li> <li>c. 50% of project score if <math>(AT/ST) &gt; 2</math> and <math>\leq 3</math></li> <li>d. 25% of project score if <math>(AT/ST) &gt; 3</math></li> </ul> <p>where, AT = Actual time of delivery of project and ST = Stipulated time of delivery of project + extension approved by client.</p> |   | satisfaction certificate (in case of delay in phase delivery)<br>Or<br>Work order + self-certificate of phase completion (certified by the statutory auditor) + client satisfaction certificate (in case of delay in phase delivery) |  |
| 3 | Similar Domain Experience   | No. of successfully completed/ ongoing projects in similar domain (development of case management solution for banking, financial services, insurance, legal sectors, or other relevant sectors) awarded to the bidder by | 15   | Citation in required format along with:<br><b>Completed projects:</b><br>Work order + completion certificate from the client + |

|   |                    |   |    |  |
|---|--------------------|---|----|--|
|   |                    | <p>Government/ Private firms in the last five years as on bid submission date, each costing not less than INR 30 crores each:</p> <ul style="list-style-type: none"> <li>i. Project's worth more than INR 60 crores – 5 marks per project</li> <li>ii. Project's worth more than INR 45 crores – 4 marks per project</li> <li>iii. Project's worth more than INR 30 crores – 3 marks per project</li> </ul> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. For ongoing projects, phase completion amount should meet the project costing value specified above. Only projects which went live and are currently in support/maintenance phase shall be considered.</li> <li>2. If there is a delay in the delivery of submitted projects citations by the bidder, the project score will be considered as follows:</li> </ol> <ul style="list-style-type: none"> <li>a. 100% of project score if <math>(AT/ST) = 1</math></li> <li>b. 75% of project score if <math>AT/ST &gt; 1</math> and <math>\leq 2</math></li> <li>c. 50% of project score if <math>AT/ST &gt; 2</math> and <math>\leq 3</math></li> <li>d. 25% of project score if <math>AT/ST &gt; 3</math></li> </ul> <p>where, AT = Actual time of delivery of project and ST = Stipulated time of delivery project + extension proved by client.</p> |    | <p>client satisfaction certificate (in case of delay in project delivery)<br/>Or<br/>Work order + self-certificate of completion (certified by the statutory auditor) + client satisfaction certificate (in case of delay in project delivery)</p> <p><b>For ongoing projects:</b><br/>Work order + Phase completion certificate from client + client satisfaction certificate (in case of delay in phase delivery)<br/>Or<br/>Work order + self-certificate of phase completion (certified by the statutory auditor) + client satisfaction certificate (in case of delay in phase delivery)</p> |
| 4 | Technical Proposal | Understanding of the detailed scope of work for iPIE platform outlined in this RFP. The evaluation shall be based on the quality of technical   | 30 | Technical Proposal document  |

|  |  |  |
|--|--|--|
|  | <p>proposal submitted by the Bidder that shall cover the following components:</p> <ul style="list-style-type: none"> <li>a. Understanding of the project – 5 Marks</li> <li>b. Detailed Project plan of the proposed solution – 5 Marks</li> <li>c. Implementation approach and methodology for iPIE solution – 5 Marks</li> <li>d. Proposed solution architecture, technology stack, cloud infra sizing (for Dev + Testing environments) for iPIE – 5 Marks</li> <li>e. Approach and methodology for integration with other systems, data migration and training &amp; capacity building – 5 Marks</li> <li>f. Core and Non-Core Team structure &amp; deployment plan – 5 Marks.</li> </ul> <p><b>Note# 1:</b> The Bidder shall be required to present the Technical Proposal to the Evaluation Committee in form of a presentation.</p> <p><b>Note# 2:</b> The Bidder shall conduct the Presentation alongside following proposed Core Team resources for deployment to ensure understanding of their role and responsibilities:</p> <ul style="list-style-type: none"> <li>a. Project Manager</li> <li>b. Solution Architect</li> <li>c. Data Architect</li> <li>d. Senior Business Analyst</li> </ul> <p><b>Note# 3:</b> The scoring of technical proposal components to be done as follows:</p> <ul style="list-style-type: none"> <li>a) Significantly Exceeds Requirement – 5 Marks</li> </ul> |  |
|--|--|--|

|   |                             |  |  |  |
|---|-----------------------------|--|--|--|
|   |                             | b) Exceeds Requirement ~ 4 Marks<br>c) Meets Requirement – 3 Marks   |  |  |
| 5 | Core Team Resource Profiles | <p>Marking will be based on the Qualification and Experience criteria specified in Section '<b>Instructions for Resource Deployment</b>' of this RFP.</p> <p># 0.5 marks will be awarded for Successfully meeting Essential Qualification and Experience criteria</p> <p># 0.5 marks will be awarded for meeting Desirable Experience criteria (1 Mark for Project Manager, Solution Architect, Data Architect and Senior Business analyst)</p> <p># 0.5 Marks for differentiated impact or contribution of proposed resources in their previous projects (1 Mark for Project Manager, Solution Architect, Data Architect and Senior Business Analyst)</p> <p><i># The resources may be required to explain the project experience and their impacts on projects during Technical pr0esentation Q&amp;A.</i></p> | <p>25</p> <p>Project Manager: 2.5 Marks<br/>Solution Architect: 2.5 Marks<br/>Data Architect: 2.5 Marks<br/>Senior Business Analyst: 2.5 Marks<br/>Technical Lead – Frontend: 1.5 Marks<br/>Technical Lead – Backend: 1.5 Marks<br/>Test Team Lead/QA Expert: 1.5 Marks<br/>UI/UX Designer: 1.5 Marks<br/>Database Administrator: 1.5 Marks<br/>DevOps Expert: 1.5 Marks<br/>Cloud Expert: 1.5 Marks<br/>Security Expert: 1.5 Marks<br/>Domain Expert: 1.5 Marks<br/>Helpdesk Support Team Lead: 1.5 Marks</p> | <p>CVs of Resources in the prescribed Format 9 under Appendices section.</p> <p>The Purchaser retains the right to interview the resources proposed by the SI.</p> |

Table 20: Technical Qualification



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OR સાચિ/Under Sec...

- (ii) The qualified bidders shall be informed about the date of technical presentation to be conducted during technical evaluation stage, after the bid submission and evaluation of pre-qualification criteria.
- (iii) The bidders, whose bids are responsive, based on minimum pre-qualification/ eligibility criteria and score at least 70 marks in the aforementioned technical scoring criteria ( $T_n$ ) would be considered technically qualified. The commercial bids of such technically qualified bidders alone shall further be opened by the Evaluation Committee.

### 10.3 Commercial Bid Evaluation

- (i) The Commercial Bids of technically qualified Bidders shall be opened on the prescribed date in the presence of bidder representatives.
- (ii) If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- (iii) The Bidder with lowest qualifying commercial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified based on points above). Commercial Scores for other than L1 bidders will be evaluated using the following formula:

*Commercial Score of a bidder ( $F_n$ ) = \{ (Commercial Bid of L1 / Commercial Bid of the bidder) x 100 \} \% \text{ (adjusted to two decimal places)}*

- (iv) Only fixed price financial bids indicating total prices for all the deliverables and services specified in this RFP document shall be considered.
- (v) Any conditional bid would be rejected.
- (vi) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

### 10.4 Final Evaluation

- (i) The technical evaluation and commercial evaluation scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- (ii) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

*Composite Bid Score ( $B_n$ ) = 0.70 \* Technical Score ( $T_n$ ) + 0.30 \* Normalized commercial Score ( $F_n$ ) \text{ (adjusted to two decimal places)}*

- (iii) In the event the Composite Bid Score ( $B_n$ ) are 'tied', the bidder securing highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## 11. Appointment of System Integrator

### 11.1 Award Criteria

The Purchaser shall award the contract to the Successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive Bidder/Best Value Bidder as per the process outlined above.

अनिल केंद्र कालाजी/Anil C Kandpal  
अधिकारी सचिव/Under Secretary

## **11.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process/public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for Purchaser action.

## **11.3 Notification of Award**

Prior to the expiration of the validity period, the Purchaser will notify the Successful Bidder in writing or email, that its proposal has been accepted via Letter of Intent (LoI). In case the tendering process/public procurement process has not been completed within the stipulated period, the Purchaser, may request the bidders to extend the validity period of their proposal. The decision to extend the validity period of a bidder's proposal shall be the bidder's sole prerogative.

## **11.4 Contract Finalization and Award**

The Purchaser shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked most responsive/Best Value Bid based on both Technical and Commercial Evaluation for the iPIE project, as per the Evaluation Committee. On this basis, the draft contract would be finalized for award & signing between the Purchaser and the Successful Bidder.

## **11.5 Performance Bank Guarantee**

- (i) On receipt of a letter of intent from the Purchaser, the Successful Bidder shall furnish a bank guarantee, by way of performance security (PBG), equivalent to 5% (five percent) of the total contract value, on or before the signing of the subsequent contract, typically within 21 days from notification of award, unless specified to the contrary. In case the Successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the LoI without giving any notice, in addition to any other right available to it under this RFP.
- (ii) The Performance Guarantee furnished by the Successful Bidder shall be in the manner prescribed at Annexure 2 under 'Annexures' section of this RFP. The Successful Bidder shall ensure, the Performance Guarantee is valid at all times during the term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.
- (iii) The Purchaser shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Successful Bidder in the event of:
  - (a) Breach of this agreement or for levy of penalty specified.
  - (b) Termination of this contract by the Purchaser for reasons attributed to the Successful Bidder.
  - (c) In case the Successful Bidder is not able to deliver the services, as envisaged in the scope of work.



अनिल कंदपाल/Anil C Kandpal  
उपराज्यकार्यपाल/Under Secretary

## 11.6 Signing of Contract

Subsequent to receipt of valid Performance Guarantee from the Successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder, between the Purchaser and the Successful Bidder.

## 11.7 Right to Terminate the Process

- (i) The Purchaser may terminate the RFP process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- (ii) This RFP does not constitute an offer by the Purchaser. The bidder's participation in this process may result the Purchaser selecting the bidder to engage towards execution of the subsequent contract.

## 12. Compliance to e-Governance Standards

- (i) The bidder must ensure compliance to all the relevant standards & policies of the Government related with e-Governance application development.
- (ii) In addition to above, the proposed solution must be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are some indicative standards that are listed below. However, the list below is for reference purposes only and is not to be considered as exhaustive.
  - (a) Portal development: W3C and GIGW 3.0 specifications
  - (b) Information access/transfer protocols: REST, SOAP, HTTP/HTTPS
  - (c) Latest HTML standards

## 13. Payment Terms and Schedule

| Sr. #  | Milestone | Payment Terms (% of the quoted value of Phase I) | Payment Milestone |   |
|--|-----------|--|-------------------|---|
| <b>Phase I – To be initiated from the contract signing date and continued till completion of M4 milestone of Phase I</b> |           |  |                   |   |
| 1  | M1        | 10%  | M1.1<br>5%        | <ul style="list-style-type: none"> <li>• Submission of PBG</li> <li>• Mobilization and deployment of core team as mentioned in D1 under milestone 1 of Section 7</li> </ul> |
|  |           |  | M1.2<br>5%        | <ul style="list-style-type: none"> <li>• Submission and approval of documents and deliverables (D2, D3 &amp; D4) mentioned as per milestone 1 of Section 7</li> </ul>       |
| 2  | M2        | 20%  | M2.1<br>5%        | <ul style="list-style-type: none"> <li>• Submission and approval of documents and deliverable D5 mentioned as per milestone 2 of Section 7</li> </ul>                       |

|   |    |     |             |  |
|---|----|-----|-------------|--|
|   |    |     | M2.2<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D6 mentioned as per milestone 2 of Section 7</li> </ul>                  |
|   |    |     | M2.3<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D7 mentioned as per milestone 2 of Section 7</li> </ul>                 |
|   |    |     | M2.4<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D8 mentioned as per milestone 2 of Section 7</li> </ul>                  |
| 3 | M3 | 30% | M3.1<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D9 mentioned as per milestone 3 of Section 7</li> </ul>                  |
|   |    |     | M3.2<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D10 mentioned as per milestone 3 of Section 7</li> </ul>                 |
|   |    |     | M3.3<br>10% | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D11 mentioned as per milestone 3 of Section 7</li> </ul>                 |
|   |    |     | M3.4<br>10% | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D12 mentioned as per milestone 3 of Section 7</li> </ul>                 |
| 4 | M4 | 40% | M4.1<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D13 &amp; D14 mentioned as per milestone 4 of Section 7</li> </ul>      |
|   |    |     | M4.2<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D15 &amp; D16 mentioned as per milestone 4 of Section 7</li> </ul>      |
|   |    |     | M4.3<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D17 mentioned as per milestone 4 of Section 7</li> </ul>                 |
|   |    |     | M4.4<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D18, D19 &amp; D20 mentioned as per milestone 4 of Section 7</li> </ul> |
|   |    |     | M4.5<br>15% | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D21 mentioned as per milestone 4 of Section 7</li> </ul>                 |

|  |           |   | M4.6<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D22 mentioned as per milestone 4 of Section 7</li> </ul>  |
|--|-----------|---|-------------------|---|
| Sr. #  | Milestone | Payment Terms   | Payment Milestone |   |
| <b>Phase II-A: O&amp;M Support for Phase I modules – To be initiated upon completion and acceptance of Phase I deliverables until completion of Phase II-B</b> |           |   |                   |   |
| 5  |           | Quarterly payments to be done for manpower resources deployed as per cost of Phase II-A |                   | <ul style="list-style-type: none"> <li>Submission and approval of system generated monthly website and mobile app availability report (as per achieved SLAs)</li> <li>Submission and approval of monthly activity plans</li> <li>Submission and approval of monthly activity reports</li> </ul> |
| Sr. #  | Milestone | Payment Terms (% of the quoted value of Phase II-B)                                     | Payment Milestone |   |
| <b>Phase II-B: To be initiated post completion of Phase I</b>  |           |   |                   |   |
|  |           |   | M5.1<br>8%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D26 mentioned as per milestone 5 of Section 7</li> </ul>  |
| 6  | M5        | 25%   | M5.2<br>8%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D27 mentioned as per milestone 5 of Section 7</li> </ul>  |
|  |           |   | M5.3<br>9%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D28 mentioned as per milestone 5 of Section 7</li> </ul>  |
|  |           |   | M6.1<br>15%       | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D29 mentioned as per milestone 6 of Section 7</li> </ul>  |
| 7  | M6        | 25%   | M6.2<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D30 mentioned as per milestone 6 of Section 7</li> </ul>  |
|  |           |   | M6.3<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D31 mentioned as per milestone 6 of Section 7</li> </ul>  |
| 8  | M7        | 50%   | M7.1<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D32 &amp; D33 mentioned as per milestone 7 of Section 7</li> </ul>   |

|  |           | M7.2<br>5%   | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D34 mentioned as per milestone 7 of Section 7</li> </ul>  |
|--|-----------|--|---|
|  |           | M7.3<br>10%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D35, D36 &amp; D37 mentioned as per milestone 7 of Section 7</li> </ul>  |
|  |           | M7.4<br>25%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D38 mentioned as per milestone 7 of Section 7</li> </ul>  |
|  |           | M7.5<br>5%   | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D39 mentioned as per milestone 7 of Section 7</li> </ul>  |
| Sr. #  | Milestone | Payment Terms  | Payment Milestone   |
| <b>Phase III: To be initiated post completion and acceptance of Phase II-B</b> |           |  |   |
| 9  |           | Quarterly payments to be done for manpower resources deployed as per cost of Phase III | <ul style="list-style-type: none"> <li>Submission and approval of system generated monthly website and mobile app availability report (as per achieved SLAs)</li> <li>Submission and approval of monthly activity plans</li> <li>Submission and approval of monthly activity reports</li> </ul> |

Table 21: Payment Terms &amp; Schedule

### 13.1 Phase I: Payment Terms

Payments will be made on milestone basis, after completion and approval of deliverables submitted by SI to the Purchaser. Any extensions in timeline if required by SI, and approved by the Purchaser for implementation of Phase I shall not incur any additional cost on the cost submitted as part of commercial proposal by SI (successful bidder) or approved for Phase I.

### 13.2 Phase II-A: Payment Terms

Payments will be made on quarterly basis as per the deployment of the appointed personnel as per approved deployment plan and satisfactory performance against required activities. However, the submission of deliverables and reports by the SI shall be done on monthly basis. In case of delay in Phase II-B roll out, the SI shall continue to provide support as per scope of work of Phase II-A without any additional cost on the cost submitted as part of the commercial proposal or approved for Phase II-A.

### 13.3 Phase II-B: Payment Terms

Payments will be made on milestone basis, after completion and approval of deliverables submitted by SI to the Purchaser. Any extensions in timeline if required by SI, and approved by the Purchaser for implementation of Phase II-B shall not incur any additional cost on the

cost submitted as part of commercial proposal by SI (successful bidder) or approved for Phase II-B.

### **13.4 Phase III: Payment Terms**

Payments will be made on quarterly basis as per the deployment of the appointed personnel as per approved deployment plan and satisfactory performance against required activities. However, the submission of deliverables and reports by the SI shall be done on monthly basis.

### **13.5 Other Payment Terms and Conditions**

- (i) The SI (successful bidder) shall submit the bill for payment, as per the terms and conditions defined in the aforementioned sections. In case, deliverables are of satisfactory quality, the Purchaser shall release the payment to SI. However, in case of any discrepancy, the SI shall incorporate the feedback provided by the Purchaser and resubmit it, until the quality is acceptable by the Purchaser for releasing the payment.
- (ii) Payment would be made after deducting the penalty which is to be calculated before every payment as per section '**Service Level Agreements and Penalties**' of this RFP document.
- (iii) Payment shall be made only after assessment of the performance of SI as per the mutually agreed plan for each phase duration.
- (iv) Payment shall be made as per the actual deployment of resources (persons, software, hardware, cloud infrastructure, etc.) and delivery of services/deliverables (audits, trainings, etc.) as approved by the Purchaser.
- (v) The Purchaser reserves the right to ask the SI to submit the proof of payment against any of the taxes, duties, levies indicated.
- (vi) The Purchaser and SI, with mutual agreement, may modify the payment milestones/sub-milestones as necessary to align with project requirements and prevailing circumstances.
- (vii) The SI shall be responsible to adhere to the project timelines for the implementation of iPIE solution and mobile application. However, the Purchaser, with the approval of the competent authority, reserves the right to relax timelines and penalties applicable on the SI, on submission of the justified reasons by the SI in writing.

## **14. Service Level Agreements and Penalties**

Service Level Agreements (referred to as SLAs) shall play a pivotal role in delineating the Quality of Services (QoS) governing the service level provided by the SI. The SI is obligated to adhere to Service Level requirements to ensure compliance with timelines, uphold quality standards, and maintain the availability of products/services. These SLAs are currently defined with consideration for project development, deployment, and rollout of iPIE solution, all of which must align with the specified timelines (refer to Section '**Project Timelines, Milestones & Deliverables**' of this RFP document) post contract signing date. The SI shall submit an SLA Report to the Purchaser on monthly or need basis, on the SLA parameters defined below.

### **14.1 Penalties Definition**

The established performance penalties have a maximum limit, detailed below. Penalties shall be applied for failure to meet the severity levels of performance outlined in the following table:

| <b>SLA Severity Level</b> | <b>Penalty as a % of Milestone/Quarterly applicability</b> |
|---------------------------|--|
| 9                         | Event of default and termination                           |
| 8                         | 8%   |

|   |      |
|---|------|
| 7 | 4%   |
| 6 | 2%   |
| 5 | 1%   |
| 4 | 0.5% |
| 3 | 0.4% |
| 2 | 0.3% |
| 1 | 0.2% |

Table 22: Penalties Definition

## 14.2 Service Availability

The SI shall implement and set up an open-source system and network monitoring tool, for evaluating the availability of Application Services and measuring the Service Level Measures (SLMs) outlined below. The SI shall furnish system-generated reports and grant the Purchaser access to the system for the purpose of verifying the submitted reports on monthly basis.

| Sr. # | SLA  | Definition   | Target   | SLA Severity Level (for Penalty Calculation) |
|-------|--|--|--|--|
| 1     | System Availability (Availability of iPIE web platform and mobile application measured in terms of Uptime) | <p>Uptime % = [(Total Time - Application downtime) / (Total Time – Maintenance downtime)] * 100, with the targeted performance of 99.5%. Total Time shall be measured on 24x7x365 basis for the System.</p> <p>Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to the SI) except planned</p> | <p>Minimum 99.5% up-time measured on a monthly basis.</p> <p>&gt;= 99.5% to &lt;98.0 % up time measured on a monthly basis.</p> <p>Please note that continuous downtime of every 2 hours would raise the severity by one level. E.g. here the severity level will raise from 4 to 5.</p> | No penalty                                   |



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|   |  |  |   |            |
|---|--|--|---|------------|
|   |  | <p>maintenance downtime.</p> <p>Any planned downtime for maintenance shall be approved with prior written intimation to the Purchaser.</p> <p><b>Measurement Tool:</b><br/>System and Network Monitoring tool to be deployed by the SI.</p> <p>Example:<br/>Total time (in a month)<br/><math>= 24 * 30 =</math><br/>720 Hrs<br/>Application downtime<br/><math>= 6 \text{ Hrs}</math><br/>Maintenance downtime<br/><math>= 2 \text{ Hrs}</math></p> <p><math>\text{Uptime\%} = \frac{[720 - 6 - 2]}{720} * 100 = 99.44\%</math></p> | <p><math>\geq 98.0\% \text{ to } &lt;97.0\% \text{ up time measured on a monthly basis.}</math></p> <p>Please note that continuous downtime of every 2 hours would raise the severity by one level.</p> | 6          |
|   |  | <p><math>&lt;97.0\% \text{ up time measured on a monthly basis.}</math></p> <p>Please note that continuous downtime of every 2 hours would raise the severity by one level.</p>  |   | 7          |
| 2 | <p>Average time taken for opening/loading of page on website or mobile application (Home page) from remote site at 1 Mbps connectivity</p> | <p>System and Network Monitoring tool to be deployed by SI to measure application response for every 10 minutes daily (8 am to 8 pm). Monthly average from the output generated from the system and network monitoring tool to be considered for measuring SLA compliance.</p>   | <p><math>\leq \text{Average daily 4 seconds}</math></p>   | No penalty |
|   |  |  | <p><math>&gt; \text{Average daily 4 seconds}</math></p>   | 2          |
|   |  |  | <p><math>&gt; \text{Average daily 10 seconds}</math></p>  | 5          |

Table 23: SLA for Service Availability

### 14.3 Incident Management

The SI shall implement an incident management tool (ticketing tool) for ticket generation, incorporating features for reporting issues. Additionally, an embedded workflow should be included to monitor the entire lifecycle of the ticket from reporting to resolution. The incident management tool shall provide system-generated reports accessible to the purchaser, aligned with the Service Level Measures (SLMs) defined below:

| SLA | Definition | Bug Severity | Target | SLA Severity |
|-----|------------|--------------|--------|--------------|
|-----|------------|--------------|--------|--------------|

|                        |  |          |   | <b>Level (for Penalty Calculation)</b> |
|------------------------|--|----------|---|--|
| <b>Resolution Time</b> | "Resolution Time", means time taken by the SI's resources to troubleshoot and fix the bugs/ defect from the time the call has been escalated to the SI team till the delivery of the solution to the Purchaser for UAT and subsequently update.  | Critical | At least 99% calls to be resolved within 2 working days<br>>= 97% to < 99% calls be resolved within 2 working days<br>>= 95% to < 97% calls to be resolved within 2 working days<br>>= 93% to < 95% calls to be resolved within 2 working days    | No penalty<br>4<br>5<br>6              |
|                        | <b>Measurement Tool:</b><br>Incident management tool for ticket generation.<br><br>SI shall ensure submission of monthly system generated reports from the incident management tool.<br><br>For each additional drop of 1% in SLA performance below 93%, 2% of Quarterly Payments cost will be levied as additional penalty. | High     | At least 99% calls to be resolved within 3 working days<br>>= 97% to < 99% calls to be resolved within 3 working days<br>>= 95% to < 97% calls to be resolved within 3 working days<br>>= 93% to < 95% calls to be resolved within 3 working days | No penalty<br>4<br>5<br>6              |
|                        |  | Medium   | At least 99% calls to be resolved within 4 working days<br>>= 97% to < 99% calls to be resolved within 4 working days<br>>= 95% to < 97% calls to be  | No penalty<br>4<br>5                   |

|  |            |   |            |
|--|------------|---|------------|
|  |            | resolved within 4 working days                              |            |
|  |            | >= 93% to < 95% calls to be resolved within 4 working days  | 6          |
|  | <b>Low</b> | At least 99% calls to be resolved within 1 business week    | No penalty |
|  |            | >= 97% to < 99% calls to be resolved within 1 business week | 4          |
|  |            | >= 95% to < 97% calls to be resolved within 1 business week | 5          |
|  |            | >= 93% to < 95% calls to be resolved within 1 business week | 6          |

Table 24: SLA for Incident Management

**Note:**

- (i) The SI shall prepare and distribute Service level performance reports in a mutually agreed format by first week of the subsequent month. Separate reports shall be submitted by the SI for iPIE web and mobile applications.
- (ii) Bugs/Defects: This shall include website and mobile app related problems/defects as identified by SI or as reported by the Purchaser on the incident management tool.
- (iii) Non-working days: As per holiday calendar of the Purchaser.
- (iv) Severity for Bugs/Defects: The severity of a bugs/defects would be based on the business impact of the problem. Severity is defined as below:

| Bug Severity | Description   |
|--------------|---|
| Critical     | Major functional failures within the application, presenting significant obstacles to its usability or functionality. These issues lack viable workarounds and impact a substantial portion of users, exceeding 25% of the user base. |
| High         | Significant functional limitations within the application, regardless of the underlying cause, with time-consuming workarounds. This issue impacts a substantial portion of users, affecting up to 25% of the user base.              |
| Medium       | Moderate functional restrictions in the application irrespective of the cause, having a convenient and readily available workaround. Impact is limited to a few users.  |
| Low          | Minor functional enhancements that are cosmetic in nature, with no substantial impact or need for workarounds. It may include user queries  |

|  |  |
|--|--|
|  | or suggestions, but not associated with any significant business implications. |
|--|--|

Table 25: Details on Bug Severity

## 14.4 Resource Deployment

The Purchaser shall, without prejudice to its other remedies under the contract, levy following penalties, subject to conditions of contract, if the SI (successful bidder) fails to commence the project activities within the specified timelines along with timely resource mobilization and deployment:

| Sr.# | SLA  | Target                                    | Delay in Team Mobilization and Deployment | SLA Severity Level (for Penalty Calculation) |
|------|--|---|---|--|
| 1    | Mobilization and deployment of Core Team     | Within 7 days of contract signing date    | <=7 days                                  | No penalty                                   |
|      |  |   | > 7 days and <= 15 days                   | 4  |
|      |  |   | > 15 days and <= 22 days                  | 7  |
|      |  |   | > 22 days                                 | 9  |
| 2    | Mobilization and deployment of Non-Core Team | Within proposed deployment plan timelines | <=15 days                                 | No penalty                                   |
|      |  |   | > 15 days and <= 22 days                  | 3  |
|      |  |   | > 22 days and <= 30 days                  | 6  |
|      |  |   | > 30 days                                 | 8  |

Table 26: SLA for Resource Deployment

## 14.5 Absence of Resources

- (i) In the event of a resource's absence (excluding approved leaves) during the project duration, no payment shall be issued for the days on which the resource remains absent. The per-day payment shall be computed by dividing the man-month rate by the number of working days in that month. Furthermore, an unauthorized absence penalty of Rs. 2000/- per working day per resource shall be imposed.
- (ii) Except as provided in the above-mentioned clauses, if the SI replaces a resource, following penalties shall be levied:
  - a) Penalty of INR 50,000 for first instance of resource replacement.
  - b) Penalty of INR 1,00,000 for every instance of resource replacement beyond the first replacement.
  - c) More than 4 replacements in a single phase of the iPIE project shall be considered as grounds of termination and the Purchaser may as well choose to terminate the contract.
- (iii) The SI shall promptly commence the search for a replacement and exert commercially reasonable efforts to ensure that any team member's role remains unfilled for no longer than 15 calendar days, with the possibility of reasonable extensions from the Purchaser upon request basis only. Upon the expiration of the 15-calendar-day period following an exit, a penalty of Rs. 2000/- per working day per resource shall be enforced until a suitable replacement is secured by the SI.

- (iv) The SI shall furnish a replacement resource who attains at least the same marks as the originally proposed resource based on the evaluation parameters outlined in this RFP document. Following this confirmation, the purchaser shall evaluate the candidate and communicate the assessment to the SI within 10 days. If the purchaser does not request an assessment within 10 working days after the SI has provided the information, it shall be considered as accepted.
- (v) Prior to allocating any replacement member for the necessary resources in delivering the services, the SI shall furnish the purchaser with a resume and any other information about the candidate that is: (a) reasonably requested by the Purchaser and (b) an opportunity to assess the candidate.
- (vi) The SI shall facilitate a comprehensive transfer of knowledge from the current resource to the newly onboarded resource.

## 15. Liquidated Damages

- (i) Notwithstanding the Purchaser's right to cancel the order, liquidated damages for delay in completion of milestones and associated deliverables at 1% (One percent) per week of entire quoted value for a milestone/monthly report/quarter shall be deducted from the quoted value after delay of 7 business days in achieving the milestone/deliverable/report submission.
- (ii) The deduction shall not in any case exceed 10% of the quoted value. Any deductions leading beyond 10% may result in termination of the contract and forfeiture of the performance bank guarantee.
- (iii) Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the SI. Any such recovery or liquidated damages shall not in any way relieve the SI from any of its obligations to complete Work or from any other obligations and liabilities under the Contract.
- (iv) Delays not attributable to SI shall be considered for exclusion for the purpose of computing liquidated damages.

Note: Quoted value is the amount of payment due against a particular milestone/month/quarter as per payment schedule.

## 16. Fraud and Corrupt Practices

- (i) The bidder(s) and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost, and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- (ii) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the Letter of Intent (LoI) or the Agreement, if a Bidder or System Integrator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice during the Selection Process, or after the issue of the LOI or the execution of the Contract, such Bidder or Systems Implementation Bidder shall not be eligible to participate in any tender or RFP issued by the Purchaser for a duration equal to the duration of the contract from the date such Bidder or System Integrator, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- (iii) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Intent (LoI) or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;
  - (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 17. Failure to Agree with RFP Terms & Conditions

The inability of the Successful Bidder to finalize the Contract in accordance with the Terms & Conditions outlined in this RFP shall warrant the cancellation of the award. In such an instance, the Purchaser shall reserve the right to either offer the contract to the next best bidder or solicit new bids from interested parties. In this scenario, the Performance Bank Guarantee (PBG), provided by the successful bidder shall be forfeited, and fresh RFP shall be solicited at the successful bidder's expense and liability.

## 18. Conflict of Interest

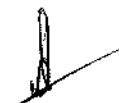
- (i) A bidder shall not have a conflict of interest that may affect the selection process or the solution delivery. Any bidder found to have a conflict of interest shall be disqualified. In

the event of disqualification, the Purchaser shall execute the bid security declaration signed and agreed by the bidder. In the event of disqualification, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Purchaser for, inter-alia, the time, cost and effort of Purchaser including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to Purchaser hereunder or otherwise.

- (ii) The Purchaser requires that the bidder provides solutions which at all times hold the Purchaser's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- (iii) Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if: the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - (a) where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
  - (b) a proportionate basis: provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paidup equity shareholding of such intermediary; or
  - (c) a constituent of such Bidder is also a constituent of another Bidder; or
  - (d) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - (e) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - (f) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to eachothers' information about, or to influence the Application of either or each of the other Bidder; or

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- (g) there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - (h) A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- (iv) A bidder eventually appointed to implement software solutions for this project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.



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## 19. Appendices

The Bidders are expected to respond to the RFP using the formats given in this section and all documents supporting Pre-Qualification/Eligibility and Technical Evaluation Criteria.

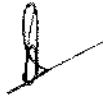
### 19.1 Format 1: Compliance Sheet for Pre-Qualification Bid

| Sr.# | Basic Requirements        | Documentary Evidence to be submitted  | Provided (Yes/No) | Reference & Page No. |
|------|---------------------------|---|-------------------|----------------------|
| 1    | Power of Attorney         | Copy of Power of Attorney in the name of the Authorized signatory   |                   |                      |
| 2    | Particulars of the Bidder | As per Format 2   |                   |                      |
| 3    | Bid Security Declaration  | As per Format 3   |                   |                      |
| 4    | Legal Entity              | (i) Certificate of Incorporation<br>(ii) GST Registration Certificate<br>(iii) Copy of PAN Card<br>(iv) Letter from Company Secretary/Authorized Signatory/Statutory Auditor for last five years of operation |                   |                      |
| 5    | Turnover                  | (i) Certificate from the statutory auditor<br>(ii) Audited Financial Statements   |                   |                      |
| 6    | Net Worth                 | Certificate from the statutory auditor  |                   |                      |
| 7    | Technical Capability      | As per pre-qualification criteria mentioned   |                   |                      |
| 8    | Certifications            | As per pre-qualification criteria mentioned   |                   |                      |
| 9    | Manpower Strength         | As per pre-qualification criteria mentioned   |                   |                      |
| 10   | Debarment                 | As per pre-qualification criteria mentioned   |                   |                      |
| 11   | Office in Delhi/NCR       | As per pre-qualification criteria mentioned   |                   |                      |

### 19.2 Format 2: Particulars of the Bidder

| Sr. # | Information Sought   | Details to be Furnished |
|-------|--|-------------------------|
| 1     | Name and Address of the Bidder   |                         |
| 2     | Incorporation status of the firm   |                         |
| 3     | Year of Establishment  |                         |
| 4     | Date of Registration   |                         |
| 5     | Details of registration with appropriate authorities for service tax/GST |                         |

|   |   |  |
|---|---|--|
| 6 | Name, Address, email, phone nos. and mobile number<br>of contact person |  |
|---|---|--|



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### 19.3 Format 3: Bid Security Declaration

(On Bidder's letter head)

(Date and Reference)

To

Shri Hemant Kumar Patil, Director,  
Ministry of Corporate Affairs,  
5<sup>th</sup> Floor, Shastri Bhawan,  
New Delhi – 110001.

#### Subject: Bid Security Declaration

We, the undersigned, declare that:

We understand that, accordingly to your conditions, bids must be supported by a Bid- Security Declaration.

We accept that we will be automatically suspended from being eligible for bidding in any contract with the Ministry of Corporate Affairs for the period of 2 years, if we are in breach of our obligation(s) under the bid conditions, if we:

- (a) Are engaged in any of the prohibited (fraud and corrupt) practice specified in the RFP.
- (b) Withdraw our Bid during the period of bid validity as specified in the RFP document and as extended by the Bidder from time to time.
- (c) Are found to have a conflict of interest.

Signed:

[(Signature, name, and designation of the authorized signatory)]

### 19.4 Format 4: Compliance Sheet for Technical Bid

| Sr. # | Specific Requirements          | Documents Required                        | Compliance (Yes/No) | Reference & Page No. |
|-------|--------------------------------|---|---------------------|----------------------|
| 1     | Cover Letter for Technical Bid | As per Format 5                           |                     |                      |
| 2     | Turnover                       | As per technical evaluation criteria      |                     |                      |
| 3     | Relevant IT Experience         | As per technical evaluation criteria      |                     |                      |
| 4     | Similar Domain Experience      | As per technical evaluation criteria      |                     |                      |
| 5     | Technical Proposal             | As per technical evaluation criteria      |                     |                      |
| 6     | Core Team Resource Profiles    | CVs of proposed resources as per Format 9 |                     |                      |
| 7     | Letter for No Deviation        | Signed Letter as per Format 10            |                     |                      |

## 19.5 Format 5: Cover Letter for Technical Bid

<Date>

To

Shri Hemant Kumar Patil, Director,  
Ministry of Corporate Affairs,  
5<sup>th</sup> Floor, Shastri Bhawan,  
New Delhi – 110001.

**Subject: Submission of Technical Bid for Design, Implementation, Operations and Maintenance of Integrated Platform for IBC Ecosystem (iPIE) and Mobile Application**

**Dear Sir/Madam,**

We, the undersigned, offer to provide manpower services to the Ministry of Corporate Affairs on iPIE web portal and mobile application for the IBC ecosystem in response to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes Technical bid and the Commercial Bid uploaded on the Government e-Marketplace portal (URL: <https://gem.gov.in/>) and/or official website (URL: <https://mca.gov.in>).

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

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 150 days as stipulated in the RFP document.

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

**Yours sincerely,**

**Authorised Signature [in full and initials]:**

Name and Title of Signatory:

Name of Agency:

Address:

Location: \_\_\_\_\_ Date: \_\_\_\_\_



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## 19.6 Format 6: Project Citation Format

| Relevant Project Experience  |   |
|--|---|
| <b>General Information:</b>  |   |
| Name of Project  |   |
| Client for which the Project was executed                                    |   |
| Name and Contact details of the Client                                       |   |
| <b>Project Details:</b>  |   |
| Description of the Project   |   |
| Scope of Services  |   |
| Services Provided  |   |
| Technologies Used  |   |
| Outcomes of the project  |   |
| <b>Other Details:</b>  |   |
| Total Cost of the Project  |   |
| Total Cost of Services provided by the respondent                            |   |
| Duration of the Project (No. of months, Start Date, Completion date, status) |   |
| <b>Other Relevant Information:</b>   |   |
| Documents Attached   | <p><b>Completed projects:</b><br/>           Work Order + Completion certificates from the client + client satisfaction certificate (in case of delay in project delivery)</p> <p><b>OR</b></p> <p>Work order + Self certificate of Completion (Certified by the statutory auditor) + client satisfaction certificate (in case of delay in project delivery)</p><br><p><b>For ongoing projects:</b><br/>           Work order + phase completion certificate from the client + client satisfaction certificate (in case of delay in phase delivery)</p> <p><b>OR</b></p> <p>Work order + Self certificate of phase completion (Certified by the statutory auditor) + client satisfaction certificate (in case of delay in phase delivery)</p> |



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## 19.7 Format 7: Technical Proposal

Technical approach, methodology and work plan are key components of the Technical Proposal. The Bidder is suggested to present technical proposal divided into the following components:

- (i) Understanding of the detailed scope of work of the project
- (ii) Detailed Project Plan of the proposed solution
- (iii) Implementation Approach and Methodology for iPIE solution
- (iv) Proposed solution architecture, technology stack, cloud infra sizing (for Dev + Testing environments) for iPIE
- (v) Approach and methodology or integration with other systems, data migration and training & capacity building
- (vi) Core & Non-Core Team structure and deployment plan
- (vii) Additional requirements for meeting scope of work

## 19.8 Format 8: Team Composition

The Bidder must mandatorily submit the details and CVs of all proposed resources mentioned as part of Commercial proposal.

| Name of staff | Resource Category<br>(Core/NonCore Team resources) | Qualification | Experience | Role Assigned |
|---------------|--|---------------|------------|---------------|
|               |  |               |            |               |
|               |  |               |            |               |
|               |  |               |            |               |
|               |  |               |            |               |



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## 19.9 Format 9: Curriculum Vitae (CV) of Resources

The Bidder is required to submit CV of proposed Core Team resources along with their roles and responsibilities as part of RFP response. The Bidder may propose deployment of additional resources as part of Core Team as mentioned in RFP document as part of RFP response for successful execution of the project.

| <b>General Information</b>  |  |
|---|--|
| Name of Person  |  |
| Current designation / Job Title   |  |
| Proposed Role in the Project  |  |
| Proposed Responsibilities in the Project  |  |
| Academic Qualifications:  |  |
| (a) Degree  |  |
| (b) Academic institution graduated from   |  |
| (c) Year of graduation  |  |
| (d) Specialization (if any)   |  |
| (e) Key achievements and other relevant information (if any)                                    |  |
| Professional Certifications (if any)  |  |
| Desirable Technical Criteria (For Core Team resources as per section 'Core Team' of this RFP)   |  |
| Total number of years of experience   |  |
| Number of years with the current company  |  |
| Summary of the Professional/Domain Experience   |  |
| Number of complete life cycle implementations carried out                                       |  |
| (1) Prior Professional Experience covering:   |  |
| (i) Organizations worked for in the past  |  |
| (ii) Organization name  |  |
| (iii) Duration and dates of entry and exit  |  |
| (iv) Designation Location(s)  |  |
| (v) Key responsibilities  |  |
| Prior project experience  |  |
| (2) (i) Project name  |  |
| (ii) Client   |  |
| (iii) Key project features in brief   |  |
| (iv) Location of the project  |  |
| (v) Designation   |  |
| (vi) Role, Responsibilities, and activities   |  |
| (vii) Duration of the project   |  |
| (viii) Tenure of deployment   |  |
| Differentiating contribution (or impact) to the project. Please provide only relevant projects) |  |

## 19.10 Format 10: Letter for No Deviation

To

Shri Hemant Kumar Patil, Director,  
Ministry of Corporate Affairs,  
5<sup>th</sup> Floor, Shastri Bhawan,  
New Delhi  
- 110001.

Dear Sir,

**Subject: No Deviations**

This is to certify that our offer is exactly in line with your RFP released for “**Selection of System Integrator for Design, Implementation, Enhancement, Operations and Maintenance of Integrated Platform for IBC Ecosystem (iPIE) Platform and Mobile Application**” (including amendments/corrigendum). This is to expressly certify that our proposal contains no deviation on Technical, Legal or Commercial aspects in either direct or indirect form.

(Authorised Signatory)

Signature Name:

Designation:

Address:



अनील कंदपाल /Anil C Kandpal  
अधिकारी सचिव /Under Secretary

## 20. Annexures

### 20.1 Annexure 1: Commercial Proposal Template

#### Format 11: Commercial Bid Cover Letter

<Date>

To

Shri Hemant Kumar Patil, Director,  
Ministry of Corporate Affairs,  
5<sup>th</sup> Floor, Shastri Bhawan,  
New Delhi – 110001.

**Subject: Submission of the Commercial bid for Design, Implementation, O&M of iPIE Platform and Mobile Application**

Dear Sir/Madam,

We, the undersigned, offer to provide the manpower services for **iPIE Platform and Mobile Application** in accordance with your Request for Proposal dated <<Date>> and our Proposal. Our attached Commercial Proposal is for the sum of <<Amount in words and figures>>.

#### (i) Price and validity

- (a) All the prices mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <150> calendar days from the last date of submission of the Bid.
- (b) GST payment shall be made as per relevant tax provisions. No other taxes or duties shall be reimbursed. We understand that the actual payment would be made as per the existing tax rates during the time of payment.

#### (ii) Unit rates

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the scope of work under the contract.

#### (iii) Bid Price

We further confirm that the prices stated in our bid are in accordance with your ‘Instruction to Bidders’ included in this RFP document. Further we declare that our Bid Price is for the entire scope of the work as mentioned in this RFP document.

#### (iv) Qualifying Data

We confirm having submitted the information as required by you in your ‘Instruction to Bidders’ section of this RFP document. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### (v) Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFP document.

Our Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept any of the bids you receive.

Yours sincerely

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Address:



अनिल चंद्र कन्दपाल/Anil C Kandpal  
अधिकारी/Under Secretary

### Format 12: Commercial Proposal Template

| Phase-I (Implementation of Modules, Services & Tools identified for Phase-I) |                   |                                  |                               |                       |  |                              |
|--|-------------------|----------------------------------|-------------------------------|-----------------------|--|------------------------------|
| Sr.#   | *Role Description | Number of proposed Resources (A) | Effort (in Person Months) (B) | Person Month Cost (C) | Total Cost (excluding taxes) = (A)*(B)*(C) | Total Cost (including taxes) |
| 1  | XXXXX             | XX                               | XX                            | XX                    | XX   | XX                           |
| 2  | XXXXX             | XX                               | XX                            | XX                    | XX   | XX                           |
| ...  | ...               | ...                              | ...                           | ...                   | ...  | ...                          |
| ...  | ...               | ...                              | ...                           | ...                   | ...  | ...                          |
| Total Person Cost  |                   |                                  |                               |                       | XX   | D1                           |
| One-Time STQC Audit Cost   |                   |                                  |                               |                       | XX   | D2                           |
| Cloud Infrastructure Cost (for Dev & Testing Env)                            |                   |                                  |                               |                       | XX   | D3                           |
| **Training & Capacity Building Cost  |                   |                                  |                               |                       | XX   | D4                           |
| <b>Total Cost for Phase-I (D = D1+D2+D3+D4)</b>                              |                   |                                  |                               |                       | <b>XX</b>                                  | <b>D</b>                     |

\*Refer 'Indicative Resource Requirement' in Section 8. of this RFP document.

\*\*Refer 'Training & Capacity Building' in Section 6.8. of this RFP document.

| Phase-II-A (O&M Support for Phase-I Modules for 6 months) |                  |   |                             |                      |  |                              |
|---|------------------|---|-----------------------------|----------------------|--|------------------------------|
| Sr.#  | Role Description | *Number of proposed Person (minimum 6 person technical team & 3-person helpdesk team to be proposed)(E) | Effort(in Person Months)(F) | Person Month Cost(G) | Total Cost (excluding taxes) = (E)*(F)*(G) | Total Cost (including taxes) |
| 1   | XXXXX            | XX  | XX                          | XX                   | XX   | XX                           |
| 2   | XXXXX            | XX  | XX                          | XX                   | XX   | XX                           |
| ...   | ...              | ...   | ...                         | ...                  | ...  | ...                          |
| ...   | ...              | ...   | ...                         | ...                  | ...  | ...                          |
| Total Person Cost   |                  |   |                             |                      | XX   | H1                           |
| Cloud Infrastructure Cost (for Dev & Testing Env)         |                  |   |                             |                      | XX   | H2                           |
| <b>Total Cost for Phase-II-A (H = H1+H2)</b>              |                  |   |                             |                      | <b>XX</b>                                  | <b>H</b>                     |

\*The Purchaser retains discretion to either increase or decrease the number of persons to be deployed for Phase II-A, as per the project requirements and mutual agreement between the Purchaser & the SI. Refer 'Indicative Resource Requirement' in Section 8. of this RFP document.

| Phase-II-B (Implementation of Modules, Services & Tools identified for Phase II) |                   |                                  |                               |                      |   |                              |
|--|-------------------|----------------------------------|-------------------------------|----------------------|---|------------------------------|
| Sr. #  | *Role Description | Number of proposed Resources (I) | Effort (in Person Months) (J) | Person Month Cost(K) | Total Cost (excluding taxes)= (I)*(J)*(K) | Total Cost (including taxes) |
| 1  | XXXXX             | XX                               | XX                            | XX                   | XX  | XX                           |

|  |       |     |     |     |           |           |
|--|-------|-----|-----|-----|-----------|-----------|
| 2  | XXXXX | XX  | XX  | XX  | XX        | XX        |
| ..   | ...   | ... | ... | ... | ...       | ...       |
| ..   | ...   | ... | ... | ... | ...       | ...       |
| <b>Total Person Cost</b>                                     |       |     |     |     | <b>XX</b> | <b>L1</b> |
| <b>One-Time STQC Audit Cost</b>                              |       |     |     |     | <b>XX</b> | <b>L2</b> |
| <b>Cloud Infrastructure Cost (for Dev &amp; Testing Env)</b> |       |     |     |     | <b>XX</b> | <b>L3</b> |
| <b>**Training &amp; Capacity Building Cost</b>               |       |     |     |     | <b>XX</b> | <b>L4</b> |
| <b>Total Cost for Phase-II-B (L = L1+L2+L3+L4)</b>           |       |     |     |     | <b>XX</b> | <b>L</b>  |

\*Refer 'Indicative Resource Requirement' in Section 8. of this RFP document.

\*\*Refer 'Training & Capacity Building' in Section 6.8. of this RFP document.

| <b>Phase-III (Enhancements, O&amp;M Support &amp; New Development for entire iPIE solution &amp; mobile application for 42 months)</b> |                  |   |                               |                       |  |                              |
|--|------------------|---|-------------------------------|-----------------------|--|------------------------------|
| <b>Year 1 Cost (12 months)</b>   |                  |   |                               |                       |  |                              |
| Sr.#   | Role Description | *Number of proposed Person (minimum 10 person technical team & 6-person helpdesk team to be proposed) (M) | Effort (in Person Months) (N) | Person Month Cost (O) | Total Cost (excluding taxes) = (M)*(N)*(O) | Total Cost (including taxes) |
| 1  | XXXXX            | XX  | XX                            | XX                    | XX   | XX                           |
| 2  | XXXXX            | XX  | XX                            | XX                    | XX   | XX                           |
| ..   | ...              | ...   | ...                           | ...                   | ...  | ...                          |
| ..   | ...              | ...   | ...                           | ...                   | ...  | ...                          |
| <b>Total Person Cost</b>   |                  |   |                               |                       | <b>XX</b>                                  | <b>P1</b>                    |
| <b>STQC Audit Cost (for three audit cycles)</b>  |                  |   |                               |                       | <b>XX</b>                                  | <b>P2</b>                    |
| <b>Cloud Infrastructure Cost (for Dev &amp; Testing Env)</b>   |                  |   |                               |                       | <b>XX</b>                                  | <b>P3</b>                    |
| <b>**Training &amp; Capacity Building Cost</b>   |                  |   |                               |                       | <b>XX</b>                                  | <b>P4</b>                    |
| <b>Total Year 1 Cost (P = P1+P2+P3+P4)</b>   |                  |   |                               |                       | <b>XX</b>                                  | <b>P</b>                     |
| <b>Total Year 2 Cost with 5% increment (Q = P*1.05)</b>  |                  |   |                               |                       | <b>XX</b>                                  | <b>Q</b>                     |
| <b>Total Year 3 Cost with 5% increment (R = Q*1.05)</b>  |                  |   |                               |                       | <b>XX</b>                                  | <b>R</b>                     |
| <b>Total Year 4 Cost with 5% increment (S = (R*1.05)/2) (for 6 months only)</b>  |                  |   |                               |                       | <b>XX</b>                                  | <b>S</b>                     |
| <b>Total Cost for Phase-III (T = P+Q+R+S)</b>  |                  |   |                               |                       | <b>XX</b>                                  | <b>T</b>                     |

\*The Purchaser retains discretion to either increase or decrease the number of persons to be deployed for Phase-III, as per the project requirements and mutual agreement between the Purchaser & the SI. Refer 'Indicative Resource Requirement' in Section 8. of this RFP document.

\*\*Refer 'Training & Capacity Building' in Section 6.8. of this RFP document.

|  |           |
|--|-----------|
| <b>Total Project Cost (in figures)</b> | <b>XX</b> |
|--|-----------|

|   |              |
|---|--------------|
| (including taxes)<br><b>(U = D+H+L+T)</b> |              |
| <b>Total Project Cost (in words)</b>      | <b>XXXXX</b> |

**Note:**

- (i) Bidder shall add one row per proposed resource under all phases i.e., Phase-I, Phase-II-A, Phase-II-B & Phase-III, for e.g., if Bidder proposes 'x' number of persons in Phase-I, then 'x' rows with their respective roles, quantity, duration, and cost shall be added in the aforementioned Phase-wise tables.
- (ii) The prices quoted for roles with similar educational qualifications and work experience category shall remain consistent across all the phases of the project, for e.g., if the Bidder quotes INR 'Y' for the role of Project Manager in Phase-I, the same price value INR 'Y' shall be quoted for all other project phases wherever the Project Manager role is proposed. Refer 'Minimum Qualification for Resources' in Section 8. of this RFP document.
- (iii) Bidder shall provide all prices, quantities as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- (iv) The Bidder shall quote all prices in their commercial bid including GST or any other taxes.
- (v) The prices quoted by the Bidder shall remain fixed throughout the entire contractual period.
- (vi) In the event of a contract extension, the prices shall increase by 5% annually, or as mutual agreed upon by the Purchaser and the SI.

अनिल चंद्र कांडपाल /Anil C Kandpal  
अधर सचिव /Under Secretary

## 20.2 Annexure 2: Template for BG

### Format 13: Performance Bank Guarantee

#### Performance Security

<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<Email id>

Whereas <> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated <Date> to provide manpower services for **Design, Implementation, Operations and Maintenance of Integrated Platform for IBC Ecosystem (iPIE) Platform and Mobile Application** to \_\_\_\_\_ (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum, or sums within the limits of Rs. <Insert Value> (Rupees<Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until <> Notwithstanding anything contained herein:

- (i) Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- (ii) This bank guarantee shall be valid up to <Insert Expiry Date>)
- (iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.8

अनिल कंडपाल/Anil C Kandpal  
अधर सचिव/Under Secretary

## **20.3 Annexure 3: Functional Requirement Specification Document**

ATTACHED

## **20.4 Annexure 4: Master Service Agreement (MSA)**

ATTACHED



**Annexure 3 – RFP for “Selection of System Integrator for Design, Implementation, Enhancements, Operations and Maintenance of Integrated Platform for IBC ecosystem (iPIE) and Mobile Application”**

**Integrated Platform for IBC Ecosystem (iPIE)**

**Draft Functional and Non-Functional Requirements  
Specifications (FRS) Document**



अनिल चंद्र कांडपाल/Anil C Kandpal  
अधर राजिय/Under Secretary

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# 1. Functional Requirements

The Integrated Platform for IBC ecosystem (iPIE) solution shall encompass Modules, Services, and Supporting Tools. Each module shall be designed to handle a particular set of operations envisaged for the solution. The services within the modules shall leverage the supporting tools as well as services from other modules to ensure efficient operation and deliver a cohesive user experience. The services in iPIE should be able to call or interact with the other services within the same module, different modules, or external applications through API orchestrations/integrations.

The subsequent sections outline the indicative features and functionalities for the Modules, associated Services, supporting Tools and integration requirements for iPIE.

## 1.1 iPIE Modules & Associated Services

Below are the functionalities of the **Modules and associated Services** of iPIE solution to be developed during Implementation Phase:

### 1.1.1 User Registration Management

The user management of IBC stakeholders is one of the core modules that shall enable entity and individual identification and correct tagging of information with the user. As envisioned, the iPIE shall be accessible to following users, enabling them to create or access the information as per the role defined for the users.

| Sr.# | Functionality  |
|------|--|
| 1    | The system should allow to create an Admin user who should be able to manage the creation, modification, and deletion of user management attributes.   |
| 2    | The system should allow management of following user attributes: <ul style="list-style-type: none"><li>• User Account Type</li><li>• User Affiliation</li><li>• User Services</li><li>• User Permissions for Services</li></ul>  |
| 3    | The system should allow the user to select from the below account type: <ul style="list-style-type: none"><li>• Individual</li><li>• Entity</li></ul> For Entity User, system should provide two options: Single User or Multiple Users. Based on user input, system should trigger registration fee.  |
| 4    | The system should allow the user to select from the below user affiliation types. <ul style="list-style-type: none"><li>• For Individual: 'Individual' value already pre-filled</li><li>• For Entity: The system should allow the user to search and select for entity based on Name/PAN/CIN/LLPIN/TAN.</li></ul>  |
| 5    | If the entity does not exist, system should allow the user to create their respective entity by providing below details ( <i>indicative and non-exhaustive list</i> ): <ul style="list-style-type: none"><li>• Category (*NeSL legal constitution category including few other entries)</li><li>• Entity Unique ID Type (CIN/PAN/LLPIN/TAN/Other ID); Other ID – Indian Registration ID / Foreign Registration ID; in case of Govt Dept TAN will be used where PAN is not available.</li><li>• MSME (Y/N); only if relevant category selected.</li><li>• MSME Type (if MSME)</li></ul> |

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| Sr.# | Functionality  |
|------|--|
|      | <ul style="list-style-type: none"> <li>• Unique ID Value (to be validated from Income Tax or MCA or another relevant nodal agency)</li> <li>• Entity Name</li> <li>• Entity Registered Address details (In case of company, details from MCA fetched based on CIN/PAN)</li> </ul> <p>System should ensure that no duplication of entity records happen, and only unique entities are created.</p>  |
| 6    | <p>The system should be able to capture data through the Registration Form including user's personal/professional details and Authorization details (indicative and non-exhaustive fields given below). In case, the Admin User is already registered for an entity, the other users may not be required to upload Authorization request, as their account creation approval shall be provided by Admin user of the entity.</p> <ul style="list-style-type: none"> <li>• Select Category: Indian/NRI/Foreign</li> <li>• Name</li> <li>• Mobile number (Authenticated by OTP for Indian)</li> <li>• Email ID (Authenticated by OTP)</li> <li>• Address (State, City/District, Pin-code to be captured separately)</li> <li>• PAN (validity to be authenticated with nodal agency for Indian)</li> <li>• If PAN not available; Aadhaar No (validated with UIDAI for Indian)</li> <li>• For NRI: NRI ID</li> <li>• For Foreigner: Foreigner ID Type Like Passport/Foreigner ID and Value of Unique ID</li> <li>• Add Professional Role (can select multiple roles): (Admin, IP, RV, Legal Rep (Advocate/CA/CS, etc.), Authorized Rep)</li> <li>• Professional Identification Type for each role selected (Bar Registration No, IBBI Reg No, ICSI/ICAI/ICMAI registration no, etc.)</li> <li>• Professional Identification Value for each role selected (the value to be validated from IBBI in case of IP and RV)</li> <li>• Authorization Letter (in case of Admin user to have mobile and email details of designated Admin user along with other details)</li> </ul> |
| 7    | The system should verify the Mobile no. and Email ID entered by the user with Aadhaar Number and OTP respectively.   |
| 8    | The system should allow the Admin users to approve request for account creation of Authorized Representatives of entities and assign permission levels to services available in the iPIE modules.  |
| 9    | The system should allow the Admin users of an Entity to define hierarchical levels and create parent-child relationships as per levels such as Country/Regional/Zonal/State/ Branch. Any information which is viewable by a lower level can be viewed by a higher level if it falls in direct hierarchical structure as defined by the admin user.   |
| 10   | The system should enable the Admin users to initiate bulk user creation request by uploading the users data in a pre-defined excel format. The user accounts created with bulk request, will need to login through mobile OTP and confirm their details before proceeding to login and accessing defined services  |

| Sr.# | Functionality  |
|------|--|
| 11   | The system should enable the Admin users to create user groups, add users to the groups, provide access permissions and add rights/restrictions for the groups. The Groups may be based on geography of cases, size of cases, roles in case like CoC, PRA, etc.  |
| 12   | Once registration is successful, the system should allow user to log in with the Email ID and password generated along with OTP and shall land on the user login dashboard with the required privileges. Each user type shall have a separate dashboard as per the requirements defined for user type.   |
| 13   | Each service should have following permissions associated with the service that shall be provided to the user role: <ul style="list-style-type: none"> <li>• Create</li> <li>• Modify</li> <li>• Read</li> <li>• Delete</li> </ul> The data entered or documents uploaded by IP in the system should only be visible to other entities when published or access is granted. However, in case any investigation is launched on the assigned IP, the Admin user shall have rights to publish data to the board or adjudicating authority as per requirement. |
| 14   | The system should generate a unique id for each user in the system.  |
| 15   | The system should implement federated single sign on, and the user should be able to login or get redirected to the pillar IT platforms of IBBI, NCLT, NCLAT and NeSL through common unique IDs. While navigating to other applications through iPIE, each user account should be authenticated through credentials of respective application and map that account with iPIE account.  |
| 16   | The system should have option to fetch user details from the existing pillar systems and search for accounts created under different mobile no and email ID and map the same with iPIE account (to be authenticated through OTP). The user search criteria can be based on mobile no, email ID, PAN, CIN, etc. The PII information shall be displayed in masked format.  |
| 17   | The system should enable the user able to update their details entered during registration. The new details entered should be authenticated as per the mechanisms mentioned during registration.   |
| 18   | The system should be able to change their password through forgotten password functionality or after logging into the system through validation of user id, mobile no/email id.  |
| 19   | The system should allow the users to access cases created under their respective user dashboards.  |

### 1.1.2 Process Commencement

The Process Commencement module serves as the foundational component in initiating the commencement of an IBC case process within the iPIE platform. The functionalities offered within this module encompass the various trigger points essential for initiating a case within the iPIE system. Additionally, it encompasses supplementary or optional services that users may utilize either within or perform outside the iPIE framework, with provisions for manually updating necessary data and documents within the system as needed.

| A. Consent for Appointment from Proposed IP |  |
|---|--|
| A.1   | The system should have an option to seek initial consent from the proposed Insolvency Resolution Professional (IRP) by the applicant (FC/OC/CD or authorized person such as IPs or legal officers) via |

|  |   |
|--|---|
|  | iPIE regarding their willingness to serve as the IRP for the case prior to suggesting their nomination to NCLT during e-filing  |
| A.2                                    | The system should enable users to search for Insolvency Professionals (IPs) by name or IBBI registration number through iPIE by accessing the list of registered IPs via integration with IBBI database.  |
| A.3                                    | <p>The system should fetch the IP related details from IBBI database and capture the basic case details, CD and FC details through a form (<i>indicative &amp; non-exhaustive fields given below</i>) before sending the consent application link to the proposed IP directly from iPIE.</p> <ul style="list-style-type: none"> <li>• Name of the Proposed IP (To be validated fetched from IBBI)</li> <li>• IP Registration No. (To be fetched from IBBI)</li> <li>• Address and Email of the proposed IP (To be fetched from IBBI)</li> <li>• Name of the case</li> <li>• Name of the Corporate Debtor</li> <li>• Registered Address of the Corporate Debtor</li> <li>• Name of the Financial Creditor</li> <li>• Registered Address of the Financial Creditor</li> <li>• Section under which application to be filed</li> <li>• NCLT Bench Name and Address (To be auto filled based on registered address of CD)</li> </ul> |
| A.4                                    | Upon receipt of the email, the proposed IP should be able to access the provided link, log in to iPIE, and view the consent form under their user dashboard. The IP can then digitally sign and submit the consent form. While accessing the link, the system should redirect to the registration page if the IP is not registered with iPIE.   |
| A.5                                    | The system should notify the applicant of the IP's acceptance or rejection of consent. If rejected, the applicant can proceed to send the consent form to another IP.   |
| A.6                                    | Users should have the capability to generate the consent form in a pre-defined PDF format, which can be submitted to NCLT during e-filing.  |
| A.7                                    | If consent is obtained from the proposed IP outside iPIE, the system should allow the manual entry of IP details and upload of relevant documents.  |
| A.8                                    | In both scenarios (consent via iPIE or outside iPIE), the system should generate a Unique Consent ID, which will be associated with the unique identifiers of the NCLT e-filing portal and the Unique iPIE ID post-application filing at the NCLT portal.   |
| A.9                                    | The system should have an option to modify the consent form if an IP wishes to withdraw consent after submission, and the system should notify the applicant accordingly.   |
| <b>B. Case e-Filing on NCLT Portal</b> |   |
| B.1                                    | The iPIE System should be able to create a case and associate the case with a Unique iPIE ID. The generation of the Unique iPIE ID should be triggered upon successful filing a case by the petitioner on the NCLT e-filing portal under the IBC Code 2016. The Unique iPIE ID shall be stored in both the iPIE and NCLT e-courts databases.  |
| B.2                                    | <p>The NCLT e-filing portal captures the case, petitioner, respondent, proposed IRP, and Advocate details and fetches the company data from MCA21 database as per the ongoing process. Few of the additional details to be captured by NCLT portal are:</p> <ul style="list-style-type: none"> <li>• Debt &amp; Default from NeSL</li> <li>• Udyam Registration No., Date of Udyam Registration and MSME Type for PPIRP</li> </ul>  |

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|-----------------------------------|---|
|                                   | <ul style="list-style-type: none"> <li>Demand notice for Individual Insolvency or if the petitioner is an OC</li> </ul> <p>iPIE system should be able to link the data captured in NCLT e-filing portal through the Unique iPIE ID.</p>   |
| B.3                               | The system should facilitate the users (Corporate/Individual applicant, IP, etc.) to perform the preceding steps for IBC processes including PPIRP, Individual Insolvency, FISP and Voluntary Liquidation before filing at NCLT through iPIE services. System should allow the user to utilize other services/tools such as Meeting Management, E-voting, Appointment of IP to execute these steps. Upon initiation of the services, iPIE system should generate a Unique iPIE ID, which the users should be able to enter in the NCLT e-filing portal to streamline the process without generating a new ID post-submission.   |
| B.4                               | The system should accommodate the execution of preceding steps (as mentioned in point B.3) by various stakeholders prior to NCLT e-filing outside of iPIE. Any pertinent data and documents must be manually uploaded into iPIE, associating them with the Unique iPIE ID, to ensure consolidated tracking and future reference within the system.  |
| B.5                               | <p>In PPIRP cases, upon e-filing initiation, the system should fetch the relevant documents from iPIE (<i>list of the important documents mentioned below</i>), provided preceding steps are completed within iPIE by the corporate applicant. This includes forms such as Consent by IP to act as RP, Approval for initiating PPIRP of the CD, Consent from IP to act as AR in creditor class, Declarations from Directors/Partners, RP Reports, and necessary supporting documents.</p> <ul style="list-style-type: none"> <li>Consent by IP to act as RP (Form P1)</li> <li>Approval for initiating PPIRP of the CD (Form P4)</li> <li>Consent from the IP to act as AR in creditor class (Form P5)</li> <li>Declaration from Director/Partner for initiation of PPIRP (Form P6)</li> <li>Declaration from MD/Chairperson/Partner/Director regarding existence of avoidance transactions (Form P7)</li> <li>Report of the proposed RP for PPIRP (Form P8)</li> <li>Meeting minutes document where resolution of the members/partners are discussed.</li> <li>Udyam Certificate or any other document proof that CD is an MSME</li> </ul> |
| B.6                               | For Voluntary Liquidation cases, upon completion of the liquidation process, the system should enable the liquidator to prepare the Final Report, comprising audited accounts, asset and debt statements, and compliance certificates. If the final report is prepared outside the iPIE system, the system should have option to upload it into iPIE for record-keeping purposes.   |
| <b>C. Case Initiation in iPIE</b> |   |
| C.1                               | The system should be able to assign a unique iPIE ID to each new case generated within the platform and establish linkage with the NCLT database through this unique identifier.  |
| C.2                               | <p>The system should identify the appropriate Insolvency and Bankruptcy Code (IBC) process mentioned below once case is generated within iPIE based on the sections of the IBC code selected during e-filing in NCLT.</p> <ul style="list-style-type: none"> <li>Corporate Insolvency Resolution Process (CIRP)</li> <li>Pre-packaged Insolvency Resolution Process (PPIRP)</li> <li>Fast Track Insolvency Resolution Process (FTIRP)</li> <li>Individual Insolvency for Personal Guarantor (Ind Ins)</li> <li>Individual Bankruptcy for Personal Guarantor</li> <li>Corporate Liquidation</li> <li>Voluntary Liquidation (VL)</li> </ul>   |

|                                  |  |
|----------------------------------|--|
|                                  | <ul style="list-style-type: none"> <li>• Insolvency and Liquidation of Financial Service Providers (FSP)</li> </ul>  |
| C.3                              | <p>The system should be able to send email/SMS to the below Stakeholders added during e-filing in NCLT containing the unique iPIE ID and a link to access the system, enabling them to utilize its services. If a user is not registered in iPIE, the system should prompt them to register according to their account type to access the case.</p> <ul style="list-style-type: none"> <li>• Authorized person/Director of the company of the petitioner</li> <li>• Authorized person/Director of the company of the respondent</li> <li>• Proposed IRP</li> <li>• Representatives</li> <li>• Advocates</li> </ul> |
| C.4                              | The system should reflect the 16-digit filing number and the Case Number generated for the e-filed application in NCLT against the unique iPIE ID once the case is created in iPIE.  |
| C.5                              | The system should have the capability to transmit the data captured during NCLT e-filing to IBBI. This process should be automated, with integration facilitated through the submission of form 1A/IAAA, utilizing the unique iPIE ID for seamless integration.  |
| C.6                              | The system should record the important order dates for ICD, LCD and update the case status according to the stages defined in the NCLT e-Courts process.   |
| C.7                              | Each case created in the system should have links to all key services. Initially, these services should be disabled for all users except the admin user. Once an IRP is appointed by NCLT, system should get the relevant IRP data (Name and IBBI Registration No.), and case management services should be enabled for the registered IP user.  |
| C.8                              | The system should be able to provide visibility of cases in the dashboard of IPs involved in PPIRP, VL, and Ind Ins process, upon their consent, whether granted through iPIE or external means, along with the activation of requisite case management services.  |
| C.9                              | If the Authority for Assignment (AFA) of any proposed IP is suspended, this information should reflect from the IBBI portal to iPIE through API integration. System should sent notification to NCLT and the applicant to appoint a new IP with an active AFA.   |
| C.10                             | The Applicant, IP, or the Admin user should have the privilege to associate other users with the case and grant required access (add/delete/modify) to the key modules and services of iPIE.   |
| C.11                             | The system should generate a timeline comprising all identified tasks in a logical sequence aligned with the IBC process. It should capture due dates and actual dates for each task, and the timeline should dynamically update based on the progress of associated tasks.  |
| C.12                             | For cases initiated as FTIRP, if conditions for FTIRP are not met, NCLT can pass an order to convert the case to CIRP. This decision shall be captured in iPIE, and the case timeline shall be updated as per the standard CIRP process.   |
| <b>D. Consent for Acceptance</b> |  |
| D.1                              | Once the appointed IRP logs into the system after their appointment by NCLT and data transfer to iPIE, the system should be configured to default the consent status in the Consent Form to 'Yes', in case consent has been given by the IP earlier. However, the system should provide option to modify their consent status to 'No' by capturing reason. Notifications should be promptly dispatched to the applicant, IBBI, and NCLT in the event of an IP declining an assignment.   |
| D.2                              | The system should send a notification to NCLT if new IP is not appointed even after one week of withdrawal, prompting them to remind the applicant to propose a replacement IP.  |

|   |   |
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| D.3   | The system should be able to redirect the IPs to IBBI portal through Single Sign-On (SSO) authentication for submission of Form IP-1. It should automatically populate fields that have been previously captured in iPIE during earlier stages into IBBI.   |
| D.4   | Following the IP's consent to act as an IRP within the IBBI system through Form IP-1, the system should automatically create an assignment within the IBBI portal and update relevant information (such as date and form ID) within iPIE.   |
| D.5   | The system should allow IPs to access a Relationship Disclosure link, complete necessary information in the form (pre-captured details should get auto populated), generate PDF of the form and submit the form by redirecting to IPA portal.   |
| D.6   | Upon acceptance by the IP, the system should generate a specific email ID for the respective IBC process and display it to the IP. All email correspondence related to this process should occur through the newly created email ID.  |
| <b>E. Public Announcement by Insolvency Professional, Liquidator</b>              |   |
| E.1   | <p>The system should allow the appointed IP (IRP/Liquidator) to make public announcement regarding the commencement of IBC process and invite claims from all creditors by accessing a form link which shall be auto linked with the claim form configured under 'Claims Management' module (Configuration of claims management service).</p> <p>The indicative list of fields of the Public Announcement Form to be digitized in iPIE which should be derived or populated from the data captured in the Process Commencement Module are given in the below 'Form Details' section.</p>  |
| E.2   | The system should generate the PDF for the Public Announcement Form in standard format and allow the user to download the PDF. The dates of publishing of public announcement to be captured in the system.   |
| E.3   | <p>The system should enable the IP to update below details (<i>indicative, non-exhaustive list</i>) regarding the public announcement such as mode, Newspaper details, advertisement cost, etc. in the system.</p> <ul style="list-style-type: none"> <li>• Modes of the public announcement</li> <li>• Newspaper Publication Agency Name</li> <li>• English Newspaper name and edition</li> <li>• Regional Newspaper name and edition</li> <li>• Websites in which the announcement is published (IBBI-Mandatory, CD-if company has website address)</li> <li>• Date of newspaper/website publication</li> <li>• Name of editions</li> <li>• Newspaper advertisement cost for each edition</li> <li>• Total advertisement cost</li> <li>• Attachment(s) – Upload copy of public announcement obtained from agency</li> </ul> |
| E.4   | The system should facilitate integration with the IBBI portal through Single Sign-On (SSO), allowing the IP to upload the generated public announcement PDF along with associated details, including the date of publication, directly onto the IBBI platform.  |
| <b>F. Intimation to CD, Board, Statutory authorities, Workman/employees, etc.</b> |   |
| F.1   | The system should be able to send notifications to NeSL through iPIE, triggered by the initiation of processes based on the Loan Account Number and PAN of the corporate debtor.  |

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| F.2  | The system should enable the IP to generate and digitally sign the INC 28 e-form, facilitating its submission to the MCA to update the company status of the CD through an unique identifier such as CIN/LLPIN/DIN.  |
| F.3  | <p>The system should configure pre-defined templates to facilitate the IP to send email/SMS intimations to different stakeholders (<i>indicative and non-exhaustive list mentioned below</i>) regarding initiation of CIRP process. The email communication should include a copy of the NCLT order and public announcement form. Additionally, a checklist should be provided to select the recipients of the communication.</p> <ul style="list-style-type: none"> <li>• Financial Creditors/Operational Creditors</li> <li>• Corporate Debtor – Directors, Key Managerial Personnel</li> <li>• Workman/employees of the Corporate Debtor</li> <li>• All the government agencies including MCA, RoC, SEBI, CERSAI, RBI, GST, Income tax, EPFO, Stock exchanges, etc.</li> <li>• Banks where the corporate debtor has active accounts.</li> <li>• A copy of the order from NCLT and public announcement form shall be enclosed with the email communication.</li> </ul> |
| <b>G. Withdrawal/Termination/Suspension of Process Commenced</b> |  |
| G.1  | The system should enable the applicant to withdraw from the insolvency process through a withdrawal application form by capturing required details and generate a PDF of the application in standard IBC template for download and submission to NCLT. In case of VL, the liquidator should also have access to initiate the withdrawal process.   |
| G.2  | The system should be able to identify if the withdrawal applications is initiated before or after the Constitution of the Committee of Creditors (CoC) based on the case timeline or captured process details.   |
| G.3  | The system should notify the Insolvency Professional (IP) of any withdrawal application requests initiated by the applicant. In case the withdrawal application is initiated after the formation of the CoC, system should enable the IP to conduct CoC meeting through Stakeholder management module and capture voting outcome on the resolution.  |
| G.4  | <p>The system should capture essential details for proceeding with the withdrawal. The indicative, non-exhaustive list of fields to be captured in the withdrawal form is mentioned below.</p> <ul style="list-style-type: none"> <li>• Date of consideration of withdrawal by CoC</li> <li>• CoC voting result</li> <li>• Uploaded meeting minutes</li> <li>• Reason for withdrawal with justification (to be filled manually by IP)</li> <li>• Reason for termination by CoC in case of PPIRP (No resolution plan submitted/Resolution plan not approved by CoC) (to be filled manually by IP)</li> <li>• Estimated expenses incurred till date of filing withdrawal.</li> <li>• Attachments (Upload Bank Guarantee)</li> </ul> <p>Other important fields which shall be auto populated in the withdrawal form are mentioned in section 'Form Details' below.</p>  |
| G.5  | The IP should be able to file an application to submit the withdrawal form to NCLT on behalf of the applicant by logging into the e-filing portal via Single Sign-On (SSO).  |
| G.6  | Upon receiving approval from NCLT, the system should record the NCLT decision through API, including the below details.  |

|     |   |
|-----|---|
|     | <ul style="list-style-type: none"> <li>Actual expense incurred for the IBC process till withdrawal application.</li> <li>Amount to be deposited by the Applicant</li> <li>Bank account details in which the amount to be deposited</li> <li>Deposit complete? Yes/No</li> <li>Bank Guarantee invoked? Yes/No</li> </ul> |
| G.7 | Once the withdrawal process is complete system should update the case status automatically or allow the IP to update the status manually.   |
| G.8 | The system should send notifications to all stakeholders and statutory authorities regarding the closure of the process. Additionally, the system should be able to automatically update the company status in MCA 21 through submission of the INC 28 form via API integration.  |
| G.9 | The system should provide option to the IP to manually upload any stay/withdrawal/termination order from High court or Supreme court.   |

#### H. Internal Task Assignment by IP

|     |   |
|-----|---|
| H.1 | <p>The system should enable IPs to create and assign tasks to their internal team members and grant restricted access only to the modules/services required for performing that specific task to the assigned team member. Below is the indicative list of fields to be captured while assigning task.</p> <ul style="list-style-type: none"> <li>Task Title</li> <li>Description</li> <li>Due Date</li> <li>Priority</li> <li>Assignee Name</li> <li>Assignee Email ID (One task can be assigned to multiple persons)</li> <li>Status</li> <li>Progress/Completion percentage</li> <li>Review notes</li> <li>Comments</li> </ul> |
| H.2 | The system should send a registration link to the internal team members who are not already registered, facilitating their login to iPIE and access to task details.  |
| H.3 | <p>The system should allow the task assignee to modify the status of tasks (<i>indicative statuses mentioned below</i>) and update the progress/completion percentage accordingly.</p> <ul style="list-style-type: none"> <li>Not started</li> <li>In Progress</li> <li>Completed</li> <li>Need Assistance (with Remarks)</li> </ul>  |
| H.4 | The system should be able to capture review notes from IP against assigned tasks and allow the IP to assign it back to the team member for further actions.   |

#### I. Base Resolution Plan (For PPJRP)

|     |  |
|-----|--|
| I.1 | The system should allow users (corporate applicant, IP, company directors, etc.) to perform the preceding steps before filing to NCLT through iPIE services. System should also provide option to execute these steps outside iPIE and upload relevant data and the documents manually in iPIE against the Unique iPIE Id for unified tracking and future reference within iPIE. |
|-----|--|

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|------|---|
| I.2  | The system should allow the corporate applicant to list down all the financial, operational, and other creditors who are related as well as non-related to the corporate debtor through Stakeholder Management Module and generate the list of stakeholders in standard pre-defined format.   |
| I.3  | The system should allow the applicant to draft a declaration form for initiating the PPIRP and get it signed by the directors and partners of the CD company. To do so, the applicant shall first capture the details of all the directors/partners/chairperson (Name, Designation, DIN, Address) in Stakeholder Management Module.   |
| I.4  | The system should be able to generate a draft form for obtaining declaration from Director/Partner for initiation of PPIRP. The form should be pre-filled with data captured during case initiation (CD details, NCLT bench based on reg office address of CD, etc.) and from the stakeholder's list (Director/Partner details).  |
| I.5  | The system should send the link of the form from iPIE to the Directors/Partners to obtain their digital signature. Once digitally signed and submitted in iPIE, system should generate the form in standard format (Form P6) and store in DMS.  |
| I.6  | The system should allow the corporate applicant to draft and send a meeting notice (regarding appointment of RP) to the Unrelated Financial creditors (UFCs), specifying the date, time, venue, agenda, resolutions of members/partners, etc. The user should be able to schedule a voting event, add voting attributes (agenda, timeline, response options) and voters list from iPIE Stakeholder Management services. The voting results (Number of Assent/Dissent/Abstain by each creditor) shall be captured and displayed to the voters.   |
| I.7  | <p>The system should capture the below details (<i>indicative and non-exhaustive list</i>) about the proposed RP which should get saved under Stakeholder Management and Finance/Cost Management Modules.</p> <ul style="list-style-type: none"> <li>• Name of the proposed RP (To be fetched from IBBI)</li> <li>• Registration No. (To be fetched from IBBI)</li> <li>• Fee payable to the proposed RP: <ul style="list-style-type: none"> <li>◦ For performing duties</li> <li>◦ Expenses to be incurred by him for conducting the process.</li> <li>◦ Expenses to be incurred by him in case management of the corporate debtor is vested with him</li> </ul> </li> </ul> |
| I.8  | <p>Based on the data captured above, the system shall generate the draft of the below 2 forms and get the forms digitally signed by the UFCs.</p> <ul style="list-style-type: none"> <li>• Approval of terms of appointment of RP</li> <li>• Approval for initiating PPIRP of the CD</li> </ul>   |
| I.9  | The system should enable the applicant to send the link of the above mentioned forms to the UFCs for obtaining their digital signature. Once digitally signed and submitted in iPIE by the creditors, the form should get generated in standard format (Form P3 & P4).  |
| I.10 | The system should allow the proposed IP to provide consent to act as RP for the PPIRP process of the Corporate Debtor by following the same steps as defined under 'Appointment/Replacement of IRP/RP/Liquidator' service under Stakeholder Management Module.  |
| I.11 | The system should allow the corporate applicant to upload the Base Resolution Plan (BRP) against the case initiated.  |
| I.12 | <p>The system should allow the user (RP or corporate applicant) to conduct a meeting with UFCs for discussing the BRP and send the meeting notice along with the links to the following documents submitted in previous steps:</p> <ul style="list-style-type: none"> <li>• List of stakeholders</li> <li>• Signed Declaration form from Directors/Partners</li> <li>• Base Resolution Plan</li> </ul>  |

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|------|--|
| I.13 | The RP should be able to identify and update the creditor class(es) from the list of creditors updated by the corporate applicant in the system and identify 3 IPs to act as Authorized Representatives (AR) for each class.   |
| I.14 | The system should allow the RP to conduct e-voting with the creditors of that class to select one AR and add the IP (AR) to gets the highest vote under 'Stakeholder Management Module'. The selected IP should get notification to provide consent to act as AR as defined in the service 'Appointment of AR in Creditor Class'.  |
| I.15 | The system should enable the applicant to select a MD/Chairperson/Director/Partner from Stakeholder's list and send a form (Avoidance Transactions Declaration) to obtain a declaration regarding existence of any avoidance transaction in respect of the CD  |
| I.16 | The system should send the link of the draft form to the respondent (MD/Chairperson/Director/Partner) for filling the transaction details and submit the form with digital signature. Once submitted in iPIE, the form should get generated in standard format (Form P7). The Applicant should get notified once the form is submitted. The details of avoidance transactions filled in the form should get saved in the Records Management Module.  |
| I.17 | <p>The proposed RP after going through the Base Resolution Plan (BRP) confirms whether the Corporate Debtor is eligible for the Pre-Packaged Insolvency Resolution process and whether the BRP complies with the code and if all the required approvals/declarations have been received.</p> <p>The system should open a form with data pre-filled as captured in the previous steps and allow the proposed RP to submit the form with digital signature and generate the form in standard IBC format (Form P8).</p> |

#### 1.1.2.1 Form Details

The iPIE system should be able to autogenerate the below forms (available in downloadable format in IBBI portal) based on relevant details filled at the time of making public announcement or during withdrawal application under respective Insolvency Proceedings within the Process Commencement Module.

| Sr.# | Name of Process       | Name of Forms   |
|------|-----------------------|---|
| 1    | CIRP                  | Form A – Public Announcement,<br>Form AA – Withdrawal             |
| 2    | FTIRP                 | Form A – Public Announcement                                      |
| 3    | PPIRP                 | Form P9 – Public Announcement,<br>Form P13 – Termination of PPRIP |
| 4    | Corporate Liquidation | Form B – Public Announcement                                      |
| 5    | Voluntary Liquidation | Form A – Public Announcement                                      |

The fields listed below (*indicative and non-exhaustive*) should be automatically populated in the aforementioned forms using the data collected in iPIE from various services within the Process Commencement Module. Additional form fields available on the IBBI website are detailed in the 'Appendix' section.

| Sr.#  | Name of Field            |
|---|--------------------------|
| <b>Fields specific to CIRP, PPIRP, Individual Insolvency, Corporate Liquidation</b> |                          |
| 1   | Name of corporate debtor |

| Sr.#  | Name of Field  |
|---|--|
| 2   | Former name of the company in case name changed within last 2 years of ICD   |
| 3   | Date of incorporation of corporate debtor  |
| 4   | Authority under which corporate debtor is incorporated /registered   |
| 5   | CIN/LPIN of the corporate debtor   |
| 6   | Registered office address  |
| 7   | Principal office address   |
| 8   | Insolvency commencement date in respect of corporate debtor  |
| 9   | Estimated date of closure of insolvency resolution process   |
| 10  | Name of the IP acting as IRP   |
| 11  | Name of the Insolvency Professional Agency (IPA) in which the IRP is enrolled  |
| 12  | Registration number of the IRP   |
| 13  | Address of the IRP/RP, as registered with the Board  |
| 14  | E-mail of the IRP/RP, as registered with the Board   |
| 15  | Authorization for Assignment (AFA) Number of the IRP   |
| 16  | Expiry Date of AFA of the IRP  |
| 17  | Last date for submission of claims   |
| 18  | List of identified creditor classes  |
| 19.   | Names of IPs identified to act as Authorized Representative of creditors in a class (Three names to be given for each class) |
| 20  | Details of Authorized representatives  |
| <b>Additional fields specific to Withdrawal of CIRP, PPIRP, Individual Insolvency</b> |  |
| 18  | NCLT Bench in which the case was filed   |
| 19  | Dairy Number generated in NCLT   |
| 20  | Case Number of NCLT  |
| 21  | Date of filing at NCLT   |
| 22  | Date of Admission at NCLT  |
| 23  | Section under which the application was filed  |
| 24  | Date of meeting in which PPIRP termination decision was taken  |
| 25  | Reason for PPIRP termination decision (No resolution plan submitted/Resolution plan not approved by CoC)                     |

| Sr.#  | Name of Field  |
|---|--|
| <b>Fields specific to Voluntary Liquidation</b> |  |
| 26  | Name of Corporate Person   |
| 27  | Date of Incorporation of Corporate Person  |
| 28  | Authority under which corporate person is incorporated /registered                           |
| 29  | Liquidation Commencement Date of Corporate Person  |
| 30  | Name, Address, Email Address, Telephone Number and The Registration Number of The Liquidator |

### 1.1.3 Claims Management

The Claims Management Module shall efficiently organize, and process claims from creditors, offering a streamlined interface for submission, verification, and admission, enhancing transparency and compliance in the claims handling process.

| <b>A. Configuration of Claims Management</b> |   |
|--|---|
| A.1  | The system should allow the IP (IRP/RP/Liquidator/Bankruptcy Trustee) to configure the claims section for the collection of claims from creditors through the 'Manage Claims' option for each process undertaken.   |
| A.2  | The system should be able to provide customization capabilities within the 'Manage Claims' section, allowing the IP to configure the auto-generated claim form, with fields such as iPIE case number and debtor details being auto-filled.  |
| A.3  | The system should support dynamic form preparation, enabling the IP to add or delete relevant/irrelevant fields based on the specific process requirements.   |
| A.4  | The system should allow the IP to configure the claim forms' attributes, including claim filing dates, storage requirements, and different field requirements based on claimant type.   |
| A.5  | The system should facilitate the creation of Claim review notes for each claim, providing a repository for future references related to the ongoing claim processes.  |
| A.6  | The system should enable the IP to generate links for configured claims forms through the 'Generate Link' option.   |
| A.7  | The system should provide the IP with the flexibility to change configuration of the claim form, including dates and timings, along with providing reasons through a dropdown-based selection and uploading necessary documents, as justification for changes.                                |
| <b>B. Submission of Claims</b>               |   |
| B.1  | The system should be able to provide claimants with access to the claims management link specified in the public announcement, facilitating registration in iPIE.   |
| B.2  | On successful login, the system should enable users to search for the claim form by clicking on the 'Submit Claims' link. Search options should include iPIE unique ID, CD name, PAN, IP name, etc., or by using the link shared in the public announcement.                                  |
| B.3  | The system should display relevant fields for each claimant type upon selection from the dropdown list, including Operational Creditor Except Workmen and Employees, Financial Creditors, Workman or an Employee, Authorized Representative of Workmen and Employees, and Other Stakeholders. |

|   |   |
|---|---|
| B.4   | After selecting a claimant type, the system should allow the claimant to update the claims form according to the specified format and the types of claimant and process (CIRP/PPIRP/Liquidation/VL/Ind Ins).  |
| B.5   | In case of claim submission by financial creditors in a class, the system should enable the claimant to select one of the three IPs mentioned in the public announcement, who will act as the AR of creditors of the class.   |
| B.6   | After form completion, the system should prompt the claimant to provide a declaration affirming the correctness and authenticity of the submitted records.  |
| B.7   | Post submission of claims, the system should be able to notify the IP, and a claims dashboard should be accessible to view claims-related information, including Principal, interest, etc., captured against each claim.  |
| B.8   | The system should be able to capture the PAN/CIN/Aadhaar (with Aadhaar stored in the Aadhaar vault of NIC on a paid basis) number of the claimant based on the type of claimant and information availability.   |
| B.9   | The forms should include a mandatory field for uploading all required proof of claim documents, which should be stored in the Document Management System (DMS) under the case folder's 'Claims Document' sub-folder.  |
| B.10  | The system should be able to mandatorily capture the form fields for uploading all required proof of claim documents, to be stored in the DMS under the case folder's 'Claims Document' sub-folder.   |
| B.11  | Post submission of claims, the system should be able to generate a unique claims reference number for future reference and allow the users to download the acknowledgment of claim submission along with the submitted claim form.  |
| B.12  | In the case of Voluntary Liquidation, post-submission of claims, the system should facilitate the submission of a Preliminary Report to the corporate person within the prescribed timeline, detailing the capital structure and estimates of assets and liabilities as of the liquidation commencement date based on the books of the corporate person.  |
| <b>C. Claim Processing &amp; Verification</b> |   |
| C.1   | The system should send notifications to the IP through email, app, and/or SMS each time a claim form is submitted.  |
| C.2   | The system should enable the IP to log in and access the claims module for claims verification, which includes utilizing unique claim IDs and claimant IDs assigned to each claim.  |
| C.3   | The system should provide a checklist feature under the claims verification module allow the IP to create a checklist for mandatory information/documents.  |
| C.4   | <p>The system should enable the IP to upload a downloaded Excel file (in a fixed format) from the CD ERP system. The columns may include (<i>non-exhaustive list</i>):</p> <p>(Details will vary as per the creditor type)</p> <ul style="list-style-type: none"> <li>• PAN of creditor</li> <li>• Creditor type</li> <li>• Creditor name</li> <li>• Loan amount principal</li> <li>• Loan amount interest</li> <li>• Transaction date</li> <li>• Transaction type (credit/debit)</li> <li>• Invoice date</li> <li>• GST filing date</li> </ul> |

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|------|--|
|      | <ul style="list-style-type: none"> <li>• EPFO Filing data</li> <li>• EPFO value submitted</li> <li>• Income tax filing date</li> <li>• Income tax value submitted</li> <li>• Amount due to the creditor as on ICD</li> </ul>   |
| C.5  | <p>The system should redirect the IP to log in (without Single Sign-On) to various portals (e.g., MCA, GST, Income Tax, EPFO, SEBI, CERSAI, Stock Exchanges, NeSL, CRILIC, ROC, CIBIL, etc.) to fetch necessary details for claim verification. The system should enable the IP to upload important information and documents (<i>indicative and non-exhaustive list given below</i>) in the Records Management module and DMS.</p> <ul style="list-style-type: none"> <li>• Annual returns and balance sheets (pdf and xBRL format)</li> <li>• Audited Financial Statements</li> <li>• Invoices</li> <li>• GST Filings</li> <li>• PF Filings</li> <li>• Bank Statements</li> <li>• Securities Statements</li> <li>• Relevant Contracts</li> <li>• Board Resolutions</li> <li>• Any other critical documents from the corporate debtor and relevant authorities for establishing debt transactions.</li> </ul> |
| C.6  | The system should facilitate the retrieval and upload of any critical documents from the CD and relevant authorities to establish debt transactions.   |
| C.7  | The system should enable the IP to validate claimant company or individual details and loan information retrieved from MCA, or other relevant sources, along with verifying claims based on data from NeSL or the debtor's internal ERP entries through the 'Verify Claims' link.  |
| C.8  | <p>The system should allow the IP to search for information in NeSL database based on required parameters (e.g., claimant details, loan information, etc.). Indicative and non-exhaustive list of search parameters given below.</p> <ul style="list-style-type: none"> <li>• Claimant PAN + CD PAN/CIN /+ Loan Ref No</li> <li>• Claimant CIN + CD PAN/CIN /+ Loan Ref No</li> <li>• Claimant name + CD PAN/CIN /+ Loan Ref No</li> </ul>   |
| C.9  | The system should enable the IP to process and verify claims by scrutinizing proofs submitted by claimants, which shall involve conducting due diligence and cross-referencing information with data from the CD ERP system and external integrations like MCA, NeSL, ROC, etc., while ensuring compliance with legal requirements.  |
| C.10 | The system should facilitate the IP to search for similar transactions from claims and existing CD records uploaded in iPIE.   |
| C.11 | <p>The system should generate and capture a list of claimants (stakeholders) with below attributes/fields (<i>indicative and non-exhaustive list</i>) under the claims management module.</p> <ul style="list-style-type: none"> <li>• Claimant name</li> <li>• Claimant unique IDs (CIN, PAN, Aadhaar)</li> <li>• Claim value (principal, interest)</li> <li>• Claim type</li> <li>• Claim status</li> <li>• Amount covered by Security interest</li> <li>• Amount covered by Guarantee</li> <li>• Amount of contingent claim</li> </ul>  |

|   |  |
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|   | <ul style="list-style-type: none"> <li>• Amount of mutual dues, if any, that may be set off</li> <li>• Amount of asset against retention of title arrangement</li> </ul>   |
| C.12  | <p>The system should enable the claimants to view the following claim information at any point of time:</p> <ul style="list-style-type: none"> <li>• Amount Claimed/Due</li> <li>• Amount Admitted</li> <li>• Amount under verification</li> <li>• Amount Rejected</li> <li>• Rejection Reason</li> </ul>  |
| <b>D. Withdrawal &amp; Modification of Claims</b>   |  |
| D.1   | The system should enable the IP to send back claim requests for correction of information or request additional information from the claimant.   |
| D.2   | The system should allow the IP to define a timeline for modification and withdrawal of claims, providing a structured framework for claimant actions.  |
| D.3   | The system should notify the claimant regarding modifications required on the submitted claim, ensuring timely communication of necessary adjustments.   |
| D.4   | <p>The system should provide claimants with the capability to log in to their respective accounts and access the dashboard to choose the withdraw or modify option against the specific claim.</p> <p>The system should also enable the IP to modify the claim with justification remarks, triggering notifications to the respective claimant.</p>                |
| D.5   | In case of any deficiency marked in claims by the IP, the system should facilitate the claimant to view only the deficient sections/documents, along with enabling them to submit modifications within 50-words, to address the required deficiencies.   |
| <b>E. Accept/Reject Claims by Resolution Professional, Liquidator, Bankruptcy Trustee</b> |  |
| E.1   | <p>The system should allow the IP to validate claims and make decisions by clicking on the Accept/Reject/Partially Accept button, providing options for acceptance, rejection, or partial acceptance of claims.</p> <p>The system should also enable the IP to check if the claim is from a related party and accordingly should capture the type of relation.</p> |
| E.2   | Upon acceptance/rejection of a claim, the system should be able to intimate the claimant of their claim status, with an automatic generation of claim acceptance/rejection letters sent via email.   |
| E.3   | The system should allow the claimant to provide necessary clarifications and supporting documents as and when required.  |
| E.4   | The system should be able to automatically update the Stakeholder Management module tables with approved claimant details, ensuring accurate and up-to-date records.   |
| E.5   | In case of receipt of false claims, the system should enable the IP to mark the same and forward to IBBI nodal officer for processing cost recovery from such claimant.  |
| <b>F. Reconsideration of rejected/partially accepted claims</b>                           |  |
| F.1   | In case of partial acceptance or complete rejection, the system should allow the claimant to raise a reconsideration request by clicking on "Raise Reconsideration", which shall initiate a conversation with the IP regarding the submitted claim or his/her status as a related party claim.   |
| F.2   | The system should enable stakeholders to attach additional clarification information or documents to support their claims during the reconsideration process.  |
| F.3   | The system should notify the IP of the actions taken by the claimant, ensuring prompt awareness of any reconsideration requests.   |
| F.4   | Based on the reconsideration request raised and provided clarification, the system should enable the IP to change the claim's status (if necessary) and accordingly update claim value, status, and other relevant fields as needed.   |
| F.5   | The system should provide the IP with the option to terminate the chat with the claimant if required, offering flexibility in communication channels.  |

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| F.6 | In case of further dissatisfaction of the claimant or any dispute raised on the submitted claim or requests condonation of delay in claims submission, the system should be able to redirect the user to file an application with NCLT (through SSO). |
|-----|---|

#### G. Communication

|     |   |
|-----|---|
| G.1 | The system should allow the IP to use the communication tool available to communicate with the claimants.           |
| G.2 | The system should enable the user to mark information/documents for clarification and queries on individual claims. |

#### H. Claim Form Submission by IP

|     |  |
|-----|--|
| H.1 | In case of extraordinary circumstances, the system should allow the IP to initiate filing of a claim on behalf of a claimant, unable to file the claim online. |
| H.2 | The system should enable the IP to provide the justification and upload communication proof of inability of claimant to file claim online.                     |
| H.3 | The system should allow the IP to process and approve/reject the claim once filed through the claims management module.  |
| H.4 | The system should notify the claimant of the processed claim, upon its approval.   |

##### 1.1.3.1 Form Details

The system should be able to autogenerate form based on the relevant details filled at the time of filing of claims under respective Insolvency Proceedings and based on the category of the claimant (FC/OC/Home buyer/etc.). The envisioned form to be digitized is given in the Appendices section.

The below list of the fields to be auto populated in the digitized Claims form using the data collected in iPIE system from various services.

| Sr.# | Name of Field   |
|------|---|
| 1    | iPIE unique case ID   |
|      | <b>IP Details</b>   |
| 1    | Name of IP  |
| 2    | Address of IP as per public announcement  |
|      | <b>Creditor Details</b>   |
| 1    | Name  |
| 2    | Unique ID (PAN, Aadhaar number)   |
| 3    | Source of information of Public Announcement <ul style="list-style-type: none"> <li>• PA in Newspaper edition 1</li> <li>• PA in Newspaper edition 2</li> <li>• IBBI website</li> <li>• CD website</li> <li>• IU</li> <li>• Online browsers/search provider name</li> <li>• Any other source (claimant can input 50-100 words)</li> </ul> |
|      | <b>Loan Details (fetched based on NeSL data of Loan Account No and CD PAN)</b>  |
| 1    | Contract Details (Debt Contract Date, Sanction Currency, Sanctioned Amount, Type of Debt, Tenure of debt, Role of CD in contract, Last date of acknowledgement of debt)   |

|   |  |
|---|--|
| 2   | Disbursement Schedule structure (Disbursed Amount, Date of disbursement)             |
| 3   | Repayment Schedule (From Date, To Date, Scheduled Repayment Amount, Date of Payment) |
| 4   | Security (Type of Security, ROC Charge ID, CERSAI Security Interest ID, Asset Type)  |
| <b>Organization details (if applicable)</b> |  |
| 1   | Name of organization   |
| 2   | Legal constitution   |
| 3   | CIN/LLPIN  |
| 4   | PAN  |
| 5   | Registered Address   |
| 6   | Registered Contact Number  |
| 7   | Registered Email Address   |
| <b>Individual Creditor (if applicable)</b>  |  |
| 1   | Name   |
| 2   | Address  |
| 3   | Mobile   |
| 4   | Email  |
| 5   | PAN  |
| 6   | Aadhaar  |

The mandatory documents to be uploaded along with the details are as below:

| Sr.#   | Name of Documents  |
|--|--|
| <b>In case of Financial Creditors (Debts)</b>    |  |
| 1  | Copy of Loan Agreement/Sanction letter (as revised from time to time)  |
| 2  | Loan Account Statement   |
| 3  | Document showing latest acknowledgment of debt by the debtor           |
| 4  | Document giving latest status of dispute/ litigation related to claims |
| 5  | Any other documents  |
| <b>In case of Financial Creditors (Security)</b> |  |
| 1  | Copy of the Security Deed  |

|   |   |
|---|---|
| 2   | Proof of Registration with CERSAI   |
| 3   | Copy of the Certificate of Registration of Charge with MCA. Any other document relating to creation of security |
| <b>In case of Operational Creditors</b>           |   |
| 1   | Copy of employment contracts  |
| 2   | Salary slips, Payment records   |
| 3   | Any communication related to outstanding dues   |
| 4   | Details of any litigation or dispute  |
| <b>In case of Creditor for personal Guarantor</b> |   |
| 1   | Any document by reference of which debt is substantiated  |
| 2   | Record of dispute, if any   |
| 3   | Retention of title arrangements in respect of goods or properties to which the claim refers, if any             |
| <b>In case of Suppliers of Goods and Services</b> |   |
| 1   | Copies of invoices, purchase orders, and supply agreements  |
| 2   | Copies of relevant extracts of GST Returns  |
| 3   | Any communication related to outstanding dues   |
| 4   | Details of Any Dispute or Litigation  |
| <b>Government Dues</b>                            |   |
| 1   | Copies of payment records, notices, demands, or assessments from the government agency                          |
| 2   | Details of any dispute or litigation related to claims giving latest status of the same                         |

#### 1.1.4 Stakeholder Management

The Stakeholder Management Module in iPIE shall be designed to store and manage all stakeholder information and effectively communicating with the stakeholders involved or impacted by the process. It shall have the ability to compile and maintain the list of stakeholders, achieved either through manual entry within the service or via form submissions across other services/modules within the system.

| A. Appointment of AR in Creditor Class |   |
|--|---|
| A.1                                    | The system should allow the IP to appoint the Authorized Representative (AR) who is selected by the maximum number of claimants (for a specific creditor class) in the claims submission form, with the relevant data captured in the Claims Management Module.   |
| A.2                                    | The system should allow the IP to select the AR under 'Manage Stakeholders' from the available list of registered IPs. Link to view and verify IP details, history of work, performance dashboard, expertise in domain from IBBI application available to IP on screen. The indicative, non-exhaustive data to be captured while adding the AR details in iPIE: |

|   |  |
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|   | <ul style="list-style-type: none"> <li>• IP appointed as Authorized Representative (AR)</li> <li>• Creditor Class</li> <li>• IP Registration No. (To be fetched from IBBI)</li> <li>• Registered Address of the IP acting as AR (To be fetched from IBBI)</li> <li>• Email ID (To be fetched from IBBI)</li> <li>• Name of insolvency professional agency (IPA) where the IP is enrolled. (To be fetched from IBBI)</li> <li>• Fee to be paid to AR</li> </ul> |
| A.3   | The system should be able to trigger a notification to the selected AR, prompting them to submit consent to act as the AR for the specified creditor class.  |
| A.4   | <p>The system should allow the selected AR to log in and submit his/her consent to act as AR of the class along with digital signature and the consent form shall capture the below indicative details:</p> <ul style="list-style-type: none"> <li>• Consent (Yes/No)</li> <li>• Date of consent (System date)</li> </ul>  |
| A.5   | The system should be able to generate a PDF of the consent Form in standard IBC format by fetching necessary details and publish it to IBBI and IPA. The fields of the form 'WRITTEN CONSENT TO ACT AS AUTHORISED REPRESENTATIVE, available in IBBI website which shall be digitized in iPIE is given in the 'Appendices' section.   |
| A.6   | The system should allow to file an application before NCLT for appointment of AR with prepopulated appointment details and should update the case proceeding from NCLT along with link to order in iPIE itself through API.  |
| <b>B. Constitution of CoC</b>                     |  |
| B.1   | During the approval of claims in the Claim Management module, the system should allow the IP to designate claimants and their representatives as 'Provisional CoC Members.'  |
| B.2   | The system should be capable of automatically marking the creditors (Financial Creditors, Operational Creditors with a voting percentage of 10% or more) or ARs of identified creditor class as 'CoC Members' in the List of Stakeholders once their claims are admitted.  |
| B.3   | The system should be able to calculate the percentage stake of each member of the CoC based on the admitted claim amount and should allow the IP to accordingly configure the voting rights of the members.  |
| B.4   | The system should enable the IP to intimate NCLT through an application to submit the final CoC list.  |
| B.5   | Through API integration, the system should be able to update the date of constitution of CoC in the IPA portal.  |
| B.6   | The system should allow the IP to grant access to the relevant folders in DMS to all the authorized members of the CoC.  |
| B.7   | The system should be able to capture the list of members under 'Manage Stakeholders'. The detailed list of fields to be captured against the CoC list have been mentioned in 'List of Stakeholders' in point F.5 of this document.   |
| B.8   | Upon formation of the committee, the system should be able to send notification to all the members of the final CoC list including the ARs of each class, if any.  |
| <b>C. Meeting with Stakeholders (CoC/SCC/IMC)</b> |  |
| C.1   | The system should enable users, including the IP or other stakeholders, to conduct meetings in iPIE by clicking on 'Manage Meeting' and configuring required details. Below is a list of indicative, non-exhaustive fields to capture while configuring meeting.   |

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|     | <ul style="list-style-type: none"> <li>• Name of the meeting organizer (<i>auto filled</i>)</li> <li>• Role of the meeting organizer (<i>auto filled</i>)</li> <li>• Date &amp; time of meeting</li> <li>• Meeting Agenda (<i>dropdown or dynamic entry</i>)</li> <li>• Meeting resolutions (<i>dropdown or dynamic entry</i>)</li> <li>• Voting topics (<i>dropdown or dynamic entry</i>)</li> <li>• Meeting Mode (Physical/virtual)</li> <li>• Link/Location</li> <li>• Participant list (<i>selection from dropdown</i>) – Meeting notice shall be sent to members of the suspended Board of Directors or the partners of the CD (no voting rights), CoC members including the AR's (have voting rights) and OC's or their representatives if the amount of their aggregate dues is not less than 10% of the debt (no voting rights)</li> <li>• Quorum required (33%)</li> <li>• Delay in holding the meeting (if any)</li> <li>• Reason for delay</li> </ul>   |
| C.2 | <p>The system should allow the user to select meeting agenda/resolutions from a static list or create dynamic agenda/resolution. The system should notify the IP if a CoC meeting does not get conducted within a 90-day period (if a SCC meeting is not conducted within 30 days).</p> <p>The indicative Agenda list for dropdown is as follows (the voting time period shall not be less than 24 hours and not more than 7 days, in case of extensions, 25 hour extensions shall be given):</p> <ul style="list-style-type: none"> <li>• Update on progress of IBC process</li> <li>• Proposed timelines of the IBC process</li> <li>• Continuance of IRP as RP</li> <li>• Appointment/ replacement of RP/Liquidator</li> <li>• Appointment of professionals (Registered Valuer/Auditor/Legal advisor/other)</li> <li>• Change of signatory in bank accounts of Corporate Debtor</li> <li>• Change in auditors (Statutory/ internal)</li> <li>• Application u/s 19(2)</li> <li>• Raising interim finance</li> <li>• Creation of security interest</li> <li>• Change in the ownership interest of the corporate debtor</li> <li>• Change in the capital structure of the corporate debtor</li> <li>• Amendment of any constitutional documents of corporate debtor</li> <li>• Change in Management of the CD or its subsidiary</li> <li>• PUFE transactions report</li> <li>• Filing of applications for avoidance of transactions/ trading etc.</li> <li>• Sale of assets</li> <li>• Marketing Strategy</li> <li>• Auction Process</li> <li>• Approval on fees to be paid to RP/Liquidator</li> <li>• Remuneration of professionals appointed.</li> <li>• Voting on process cost</li> <li>• Approval for eligibility criteria for EoI</li> </ul> |

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|     | <ul style="list-style-type: none"> <li>• Extension of dates for submission of EoI or Resolution Plan</li> <li>• Reissuance of EOI</li> <li>• Reduction of notice period</li> <li>• Extension of timeline/Exclusion of period</li> <li>• Land and License discussion</li> <li>• Presentation by any professional (Valuation report/Audit report/other)</li> <li>• Evaluation Matrix</li> <li>• List of Final Resolution Plans received</li> <li>• Status of litigations</li> <li>• Discussion/Approval on Resolution Plan</li> <li>• Liquidation and way forward</li> <li>• Liquidation cost</li> <li>• Withdrawal of CIRP application under Sec 12A</li> <li>• Pursuance and Distribution of Proceedings</li> <li>• Discussion on matter proposed by CoC/SCC</li> <li>• Other (User shall type the meeting agenda)</li> </ul>          |
| C.3 | In each SCC meeting during Liquidation, the system should by default allow the Liquidator to include agendas (e.g., progress in the process, cost incurred cumulatively).  |
| C.4 | The system should be able to generate a unique meeting reference number for each meeting, to identify the meeting minutes document.  |
| C.5 | The system should be able to automatically send meeting notice/invitation via email and notifications to participants, including details such as meeting agenda/resolutions, voting topics, and links to relevant documents.   |
| C.6 | The system should allow unregistered iPIE members to register as per their user role and access the meeting link post-registration and login.  |
| C.7 | <p>During the meeting, the system should allow the user to draft notes or paste the transcript generated from the meeting platform (in case of virtual meet). The below are the important details (<i>indicative and non-exhaustive list</i>) to be captured for the minutes:</p> <ul style="list-style-type: none"> <li>• Members attended in person</li> <li>• Members attended through virtual mode</li> <li>• Name of person attended representing the CoC/SCC</li> <li>• Welcome note</li> <li>• Meeting Agendas</li> <li>• Lists of matters discussed</li> <li>• Voting details conducted during meeting for each resolution (% of votes for/against/abstain each agenda or resolution)</li> <li>• Approvals received during meeting</li> <li>• Action items</li> <li>• Ending note</li> <li>• Append Annexure if any</li> </ul> |
| C.8 | The system should allow the meeting participants to view or add comments on the minutes document and accordingly send notifications to the IP and other participants whenever a comment is added.  |
| C.9 | The system should allow the IP to generate an attendance sheet and a resolution-wise voting report from the iPIE system.   |

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| C.10   | The system should allow the IP to conduct an offline vote for members, not available online, and update the result in iPIE along with uploading the signed consent document as proof.  |
| C.11   | <ul style="list-style-type: none"> <li>The system should allow the IP to circulate Non-Disclosure Agreements (NDAs) for electronic signatures (using OTP) by committee members.</li> <li>Once signed, the system should allow the concerned member to view the documents.</li> </ul>   |
| C.12   | The system should provide the CoC members with the option to convene a CoC meeting or propose agenda items for discussion and capture/facilitate the same in iPIE.   |
| <b>D. Appointment/Replacement of IRP/RP/Liquidator</b> |  |
| D.1  | The system should allow the IP/CoC/SCC to utilize the Stakeholder Management module and e-voting tool for conducting meetings and voting on the appointment or replacement of the interim resolution professional (IRP) as a resolution professional (RP).   |
| D.2  | The system should be able to schedule the voting event, add voting attributes (agenda, timeline, resolutions, response options, etc.) and add voters list using Stakeholder Management services.   |
| D.3  | The system should send notifications to voters, prompting their participation in the voting event.   |
| D.4  | The system should be able to display the voting results to the CoC members.  |
| D.5  | The system should allow the IP (either same as IRP or newly appointed as RP) to provide his written consent to act as RP through the digitized consent form as outlined the functionality D.1 in the 'Consent for Acceptance' service under 'Process commencement Module'.   |
| D.6  | The system should be able to generate a PDF of the consent Form in standard IBC format by fetching necessary details and publish it to IBBI and IPA. The fields of the form 'WRITTEN CONSENT TO ACT AS RESOLUTION PROFESSIONAL', available in IBBI website which shall be digitized in iPIE is given in the 'Appendices' section.  |
| D.7  | The system should be able to navigate the user to NCLT e-Courts to file an application for change/continuation of IP.  |
| D.8  | <p>The system should allow the existing IP/Admin user to update the required details as indicated below for the newly appointed IP.</p> <ul style="list-style-type: none"> <li>Same as existing IP? (Yes/No).</li> <li>(If no, the below details shall be captured. If yes, details of the existing IP saved in iPIE should get auto populated.)</li> <li>IBBI Reg No of new IP (<i>captured in NCLT</i>)</li> </ul>   |
| D.9  | <ul style="list-style-type: none"> <li>Upon approval of an IP by NCLT, the system should be able to grant access to all the case details and ownership of IBC process with the new IP, giving him complete access to the process same as previous IP.</li> <li>Accordingly, the system should allow the old IP to access only the documents created/uploaded during his assignment tenure, even after his replacement by new IP (in archived state till period required by Act).</li> <li>The system should be able to not make any newly created documents (post IP's replacement) accessible to the old IP.</li> </ul> |
| D.10   | <p>The system should enable the IP to create and maintain a handover checklist for the new IP, and accordingly capture the required fields as indicated below:</p> <ul style="list-style-type: none"> <li>Handover item (Particulars)</li> <li>Category</li> <li>Status (Yes/No/NA)</li> <li>Name of document(s)/material/asset related to the requirement</li> </ul>  |

|   |  |
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|   | <ul style="list-style-type: none"> <li>Access granted to the documents/material/asset (Yes/No)</li> <li>Attachments (Relevant documents specific to the debtor company shall be uploaded)</li> <li>Remarks</li> </ul> <p><i>[This step is applicable to all IBC process during replacement of any IP by another IP (IRP/RP/Liquidator/Administrator/Bankruptcy Trustee).]</i></p>  |
| D.11  | The system should allow the IP to generate a draft handover document/letter by filling the requisite details, attaching required documents, and sharing the same with the new IP. The system should enable the IP to also download the same in local system and share it offline, if required.   |
| <b>E. Appointment of RV, Auditors &amp; Other Professionals</b> |  |
| E.1   | The system should allow the IP to shortlist category-wise professionals (Registered Valuer/Transaction Auditor/Legal Advisor/Other consultants) and use the communication tool to send the proposal/quotation request to the shortlisted professionals via email (containing form link for quotation submission) along with the scope of work, timelines, fee structure, etc.  |
| E.2   | The system should allow the interested professionals to register as per their respective user roles for accessing the form link to submit their response to the proposal.  |
| E.3   | <p>Upon successful registration and login, the system should allow the user to see the form (submitted with the professional's digital signature).</p> <p>The system should also capture the below mentioned information (<i>non-exhaustive list</i>) in the response to the quotation request from the interested professionals should capture the below information in '<b>Quotations Information</b>'. The form should be submitted with digital signature of the professional.</p> <ul style="list-style-type: none"> <li>Name of the Professional (A)</li> <li>Name of the Agency where the professional is enrolled (A)</li> <li>Agency Type: <ul style="list-style-type: none"> <li>Newspaper</li> <li>RVO</li> <li>Audit</li> <li>Law</li> <li>Accounting</li> <li>Consulting</li> <li>Other</li> </ul> </li> <li>PAN/Registration No. (A)</li> <li>Address for correspondence, Email ID, Contact No. (A)</li> <li>Quote Amount for each professional/each edition</li> <li>Total Quote Amount</li> <li>Date of receipt of quotation (A)</li> <li>Attachments (Upload relevant documents like consent, disclosures)</li> </ul> <p>*Fields marked as (A) can be auto fetched from the previous modules or steps of the ongoing process.</p> |
| E.4   | The system should enable the IP to evaluate the quotations received from the professionals and make selection based on required criteria (e.g., area of expertise, professional background, lowest quote received, etc.)   |
| E.5   | <ul style="list-style-type: none"> <li>The system should enable the IP to obtain CoC ratification for the selection of professionals by presenting the proposed selection, along with relevant details and justifications, during a CoC meeting.</li> </ul>  |

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|                                | <ul style="list-style-type: none"> <li>The system should enable the CoC members to deliberate on the selection, and upon their approval through a resolution, the professionals shall be officially selected and appointed for the specified tasks within the insolvency proceedings.</li> </ul>   |
| E.6                            | After taking CoC approval, the system should allow the IP to mark selected Registered valuers/Professionals from the list of interested applicants as 'Appointed'.   |
| E.7                            | The system should be able to publish the details of appointment of Registered Valuers/Professionals (two as per the regulations).  |
| E.8                            | The system should allow the IP to assign access to services, information, and documents available through <b>Records Management</b> module to selected professionals for the limited period required.  |
| E.9                            | The system should be able to send intimations to the professional regarding his/her appointment and allow him/her to access the system to submit information along with uploading the required documents.  |
| <b>F. List of Stakeholders</b> |  |
| F.1                            | <p>The system should offer the capability to configure the below list of user roles (<i>indicative and non-exhaustive list</i>) specific to each case, ensuring flexibility and adaptability to evolving requirements.</p> <ul style="list-style-type: none"> <li>Petitioner/Applicant</li> <li>Respondent</li> <li>Legal Representative</li> <li>Insolvency Professional</li> <li>Claimant</li> <li>Resolution Applicant</li> <li>Registered Valuer/Registered Valuer Entity</li> <li>Insolvency Professional/Insolvency Professional Entity</li> <li>Other Professionals</li> <li>Consultant</li> <li>CD Personnel</li> <li>Bidder</li> </ul>  |
| F.2                            | <p>The system should possess the capability to incorporate stakeholders from the provided indicative list of stakeholder <b>categories</b> (<i>indicative and non-exhaustive list</i>), which will be configured within the system according to the roles of users:</p> <ul style="list-style-type: none"> <li>Financial Creditor</li> <li>Real Estate Allottee</li> <li>Operational Creditor</li> <li>Creditors in Class</li> <li>Foreign Creditor</li> <li>IRP/RP/Liquidator/Bankruptcy Trustee/Administrator (in case of FSP)</li> <li>Authorized Representative</li> <li>Suspended Board of Directors</li> <li>CD Promoters</li> <li>Key Managerial Person (KMP)</li> <li>Statutory Authority</li> <li>Security Trustee</li> <li>Stock exchange</li> </ul> |

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|     | <ul style="list-style-type: none"> <li>• Guarantors</li> <li>• Sister concerns/group entities</li> <li>• SPOC from each department</li> <li>• Shareholders/Partners</li> <li>• Real Estate Allottee</li> </ul>  |
| F.3 | <p>The system should possess the capability to incorporate stakeholders from the provided indicative list of stakeholder <b>sub-categories</b> (<i>non-exhaustive list</i>), which will be configured within the system according to the roles of users and category:</p> <ul style="list-style-type: none"> <li>• Financial Creditors – Secured and unsecured</li> <li>• Operational Creditors – Workmen/employee/Vendor/Government dues/Other</li> <li>• Creditors in Class – Homebuyers/Debentures/Collaterals</li> <li>• Foreign Creditors – Residential and Non-residential</li> <li>• Statutory Authority – MCA/Income Tax/GST/EPFO/SEBI/CERSAI /Custom/ESIC/ ROC/ DGFT/CIBIL/CERSAI/CRILIC/Others</li> <li>• Shareholders – Preference and Equity</li> <li>• Stock Exchange – NSE/BSE</li> </ul>   |
| F.4 | In case multiple creditors constitute a class, the system should include Authorized Representative of each creditor/stakeholder class in the list.  |
| F.5 | <p>The system should retrieve the list of stakeholders from various modules as soon as they are recorded in the system via form submissions. The following are illustrative details (<i>indicative and non-exhaustive</i>) that may be captured for stakeholders.</p> <ul style="list-style-type: none"> <li>• Type of User</li> <li>• Stakeholder Category</li> <li>• Stakeholder Sub-Category</li> <li>• Name of the stakeholder</li> <li>• Unique ID (PAN)</li> <li>• Other unique IDs (Aadhaar/CIN/LLPIN/GSTIN)</li> <li>• Registration Number (In case of IP, RV, AR in class)</li> <li>• Email ID and Contact Number</li> <li>• Creditor class (In case of representative of a class)</li> <li>• Relation with Corporate Debtor (Related or Unrelated)</li> <li>• Balance o/s as on ICD</li> <li>• Amount Claimed/Due</li> <li>• Amount Admitted</li> <li>• Amount under verification</li> <li>• Amount Rejected</li> <li>• Rejection Reason</li> <li>• Additional documents sought, if any</li> <li>• Remarks</li> </ul> <p>The IP/other users should be able to add or update details by navigating to the stakeholder's list under 'Manage Stakeholder'.</p> |

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| F.6                      | <p>Each member in the stakeholders list can have multiple roles within a single case as the case proceeds as per IBC stage. The transition from one role to other depends on the eligibility criteria as per IBC process.</p> <p>The system should be able to capture this transition. (e.g., a financial creditor, initially a claimant becomes an eligible claimant or ineligible claimant).</p> |
| F.7                      | The system should allow the user to generate multiple lists in pre-defined formats by selecting the stakeholder category for submitting to IBBI, NCLT or IPA.  |
| F.8                      | In case there is any change in the list, the system should enable the user to update the same in the system and re-generate the list.  |
| <b>G. Communications</b> |  |
| G.1                      | To communicate with different stakeholders throughout the IBC process, the system should enable the users to create and define user groups (separate for each user type such as CoC, PRAs, RAs, SCC, IMC, etc.) and configure communication attributes by clicking on 'Manage Communications'.   |
| G.2                      | The system should be able to add the email ID and contact number of all the members belonging to a particular stakeholder's list to that user group.   |
| G.3                      | The system should allow the user to create new user groups and add members manually as per requirement.  |
| G.4                      | <ul style="list-style-type: none"> <li>The system should provide a checklist to select the stakeholders while sending a communication or sharing a document or triggering a notification.</li> <li>Whenever any user group is selected, system should trigger the communication to all the members of that group.</li> </ul>   |
| G.5                      | The system should have the ability to initiate a conversation thread within a user group, allowing any stakeholder or member of a user group to use this functionality to chat with the IP or other members of the group or post comments regarding an information/document shared.  |
| G.6                      | The system should send notifications to all other group members whenever a group chat is initiated to enable real time messaging functionality.  |

### 1.1.5 Records Management

The Records Management Module in iPIE should offer robust folder categorization, ensuring efficient organization and retrieval of documents. The documents provided by the Corporate Debtor and the documents prepared or collected by the IP shall be stored in this module with separate tagging.

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| A.1 | <p><b>A. Quotation Information</b></p> <p>The system should capture the Quotations information either through submission of quotations response form or by manually entering the quotations details by the IP if it is received outside the system. Below is the indicative, non-exhaustive details to be entered for each quotation received:</p> <ul style="list-style-type: none"> <li>Agency Type: <ul style="list-style-type: none"> <li>Newspaper/Media</li> <li>RV</li> <li>Audit</li> <li>Law</li> <li>Accounting</li> <li>Consulting</li> <li>Other (<i>Add type in text field</i>)</li> </ul> </li> </ul> |
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|  | <ul style="list-style-type: none"> <li>• Quotation Reason (<i>dropdown</i>)</li> <li>• Name of the Professional</li> <li>• Agency Name (<i>if Professional from an Agency</i>)</li> <li>• PAN/Registration No.</li> <li>• Address for correspondence, Email ID, Contact No.</li> <li>• Quote Amount for each professional/each edition</li> <li>• Tax/Service Charge</li> <li>• Total Quote Amount</li> <li>• Date of receipt of quotation (<i>auto filled as per submission date</i>)</li> <li>• Attachments (Upload quotation document)</li> </ul>  |
| A.2  | The system should generate a unique Quotation ID for each quotation entered in the system, ensuring efficient tracking.   |
| A.3  | The system should send notifications to the IP whenever any quotation is submitted, and the IP should be able to review the quotation details for comparative analysis to identify the lowest quote received.   |
| A.4  | The system should enable the IP to publish a quotation summary report, along with associated documents, to relevant stakeholders (such as CoC, SCC, etc.) through the Communication tools within the platform.  |
| A.5  | The system should allow the IP to mark the finally selected quotation and send notification to the participants upon their final selection. The cost approved should automatically reflect in the Finance/Cost Management module.   |
| <b>B. CD information/docs (from CD, NeSL, MCA, etc.)</b> |   |
| B.1  | The system should allow the IP to configure the fields manually to store data of the Corporate Debtor (CD).   |
| B.2  | The system should allow auto-population of data fields from external sources such as MCA, NeSL, through AI integration based on unique identifier. System should also allow manual entry of CD data by the IP or authorized person of the CD.   |
| B.3  | The system shall enable redirection to external third-party portals and databases to download the company related information in excel/pdf format and upload in the system for data consolidation.  |
| B.4  | The system should enable the IP to configure the structure of DMS folders and create folder categories facilitating the organized and categorized storage of documents.   |
| B.5  | The system should allow the IP to provide access to the folders to the appointed professionals (Valuers/Auditors/Advisors) which are relevant for their due diligence by marking folders to be shared, duration, access rights (only view or view and download) and user access list. System shall send notification to the professionals once access is provided.  |
| B.6  | <p>Below is the indicative list (non-exhaustive list) of documents which the IP shall fetch from the external portals/database:</p> <ul style="list-style-type: none"> <li>• NeSL (through API based on PAN) <ul style="list-style-type: none"> <li>◦ Company/Individual details (user registration details) (<i>refer Form C Part A of NeSL</i>)</li> <li>◦ Debt related information (LAN, Debt Contract Date, Debt Start Date, Amount, Currency, Tenure, Expiry, Principal Outstanding, Interest Outstanding, Amount Overdue, Days Overdue, etc.) (<i>refer Form C Part A of NeSL</i>)</li> </ul> </li> </ul> |

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|  | <ul style="list-style-type: none"> <li>○ Security related information (Date of creation, type of charge, Asset type, security type, security category, asset id, value, currency, date of valuation, ROC charge ID, CERSAI security ID, etc.) (<i>refer Form C Part B of NeSL</i>)</li> <li>○ Default related information (Date of default, Total outstanding amount, Default amount, Days past due, Amount of last repayment, Date of last repayment, etc.) (<i>refer Form C Part C of NeSL</i>)</li> <li>○ The system should be able to fetch the list of creditors based on debtor PAN</li> <li>○ The system should have option to view metadata and Record of Default document</li> <li>○ The system should have feature to search for related entities/individuals from NeSL database based on PAN or other identifier details</li> <li>● MCA (through API based on CIN/PAN/DIN) <ul style="list-style-type: none"> <li>○ Company information (Master data of company, index of charges and Director/Signatory details)</li> <li>○ Company Documents (Certificates, Annual returns, Balance sheets, Change in Directors, etc.) (<i>available on paid basis</i>)</li> <li>○ Director details (DIN, Associated companies' details, etc.)</li> </ul> </li> <li>● Third-party database (through redirection) – the list shall be extendable on the suggestions received from the users of iPIE platform. <ul style="list-style-type: none"> <li>○ The system should allow the IP to redirect to one of the integrated platforms and download the company related information in excel/pdf format.</li> </ul> </li> </ul> <p>The files downloaded can be uploaded against the company name on iPIE platform for data consolidation.</p> |
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### C. Master for Documents/Information related to CD

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| C.1 | <p>The system should allow categorization and sub-categorization of folders to store documents of the corporate debtor/person. The below categorization should be configured in the system:</p> <ul style="list-style-type: none"> <li>● Documents provided by CD</li> <li>● Documents prepared/collected by IP</li> </ul>  |
| C.2 | <p>The system should allow the IP to define the below indicative and non-exhaustive sub-categorization of folders to store documents (<i>indicative sub-categories and documents list mentioned below</i>) of the corporate debtor/person. User shall upload the documents in respective folders based on document categories and sub-categories.</p> <ul style="list-style-type: none"> <li>● Secretarial: Certificate of incorporation, Board meeting details, Director's report, Auditor's report, Changes in directorship or operational patterns, Statutory registers, Compliance reports to SEBI, etc.</li> <li>● Financials: Provisional and audited financial statements, Balance sheets, Books of Accounts</li> <li>● Asset control: List of bank accounts, Fixed asset register, Insurance policies of all assets, certificates pertaining to subsidiaries, FD certificates, Investments, Licenses, IRP documents, etc.</li> <li>● Title: Title deed, Title search report, Survey and Boundary documents, Change in land use certificate, etc.</li> <li>● Records: Consent for establishment/installation, Environmental clearance, Government orders, layout map, etc.</li> <li>● Statutory dues <ul style="list-style-type: none"> <li>○ Tax: ITR filed documents, details of TDS return, Assessment orders Tax audit report, Copy of PAN and TAN etc.</li> <li>○ Service/Custom/Excise/CST/GST/VAT/Sales: Original registration certificates, Assessments orders, Statutory registers/records, etc.</li> </ul> </li> </ul> |

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|                                  | <ul style="list-style-type: none"> <li>• Legal: Applications/petitions/appeals, court orders of legal cases files by/against the company, Details of lawyers handing litigations, Terms and conditions of engagement letters, etc.</li> <li>• General: Sanction letters, List of IT Audit report, electricity/Water bills, ERP data backup, login credentials of all statutory authorities, etc.</li> </ul>  |
| C.3                              | The system should allow the user to create dynamic folder categories as per requirement.   |
| C.4                              | <p>The system should enable the IP to add field level information for recording important information such as:</p> <ul style="list-style-type: none"> <li>• Total Asset Amount as on the last balance sheet Date (Date to be captured)</li> <li>• Turn over Amount in the last financial year (Financial year to be captured)</li> <li>• No. of Workmen as on ICD</li> <li>• No. of Employees as on ICD</li> </ul>   |
| C.5                              | <p>The system should facilitate the capture of all bank account information belonging to the Corporate Debtor. The following fields are required to be captured (<i>indicative and non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>• Bank Name</li> <li>• Branch</li> <li>• Account status (Active/Inactive)</li> <li>• Account Type</li> <li>• Account Holder's Name</li> <li>• Account Number</li> <li>• IFSC Code</li> <li>• Signatory Name(s)</li> <li>• Registered Mobile Number and Email ID of authorized person(s)</li> </ul> <p>Note: Separate bank account details should be recorded for each real estate project.</p> |
| C.6                              | <p>The system should be able to capture all the login credentials of the Corporate Debtor. The following fields are required to be captured (<i>indicative and non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>• Login portal (IT system, Internet Banking, Income tax, GST, EPFO, Accounting system, etc.)</li> <li>• Email ID of the user</li> <li>• Mobile No. of the user</li> <li>• Login ID/Username</li> </ul>   |
| C.7                              | The sensitive information such as Security questions and Answers captured in the system should be encrypted for security reasons.  |
| <b>D: Information Memorandum</b> |  |
| D.1                              | The system should allow the IP to access the documents uploaded by the Corporate Debtor or other stakeholders and easy navigation to various modules/services within the system for viewing the data captured during form submissions in different iPIE modules.   |
| D.2                              | The system should allow the IP to upload the Information Memorandum (IM) and maintain its version in the system.   |
| D.3                              | The system should capture of the standard portions of the IM in standardized format so that the Resolution Applicants (RAs) can swiftly access key details for efficient comparison and informed decision-making.  |
| D.4                              | The system should enable the IP to request creditors to share relevant information related to the CD by uploading documents through the Records Management module. Creditors should receive email  |

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|  | notifications with links to upload documents. System should allow the IP to include the Fair Value of Assets as part of IM available through Valuation Report submitted by RV.   |
| D.5                                    | The system should enable the IP to generate a draft Non-Disclosure Agreement (NDA) form in predefined format. While drafting the NDA form, the CD, RP and CoC names should be auto populated.  |
| D.6                                    | The system should be able to send the NDA form link to the CoC members once the form is submitted by the IP.   |
| D.7                                    | The system should allow the CoC members to access the NDA form link, fill their agreement and submit with digital signature. The system should store the signed NDA letter in the designated DMS folder. The RP should receive notifications whenever CoC members digitally sign the NDA letter.   |
| D.8                                    | The system should enable the IP to publish the IM to a CoC member only after receipt of NDA by the concerned CoC member. Upon receipt of the NDA, the respective CoC member should receive email notification regarding the same, prompting to request further information if needed.  |
| D.9                                    | The system should allow the CoC members/creditors to initiate communication with the IP through the Communication Service to offer suggestions for additional information required in the IM.  |
| <b>E. Avoidance Transaction Report</b> |  |
| E.1                                    | The system should enable the IP to mark the Transaction Auditor as selected after the approval from CoC and upload the associated meeting minutes. The IP should be able to provide selected Auditors access to relevant information and documents within iPIE.  |
| E.2                                    | The system should allow the appointed Transaction Auditor to log in and access required information and documents, such as financial statements, balance sheets, asset registers, and trial balances from DMS, in order to prepare the Transaction Audit report.   |
| E.3                                    | The system should have default categorizations for types of transactions (Preferential, Undervalued, Fraudulent, and Extortionate credit transactions). Users should have the capability to add dynamic transaction categories as needed.  |
| E.4                                    | <p>The system should capture the details for each type (PUFE) of transactions through a form entered by the Auditor. The below indicative fields (<i>non-exhaustive list</i>) should be captured in the PUFE transactions form.</p> <ul style="list-style-type: none"> <li>• Nature of transaction the corporate debtor has been subjected to</li> <li>• Section as per code</li> <li>• Transaction ID</li> <li>• Transaction Start Date</li> <li>• Transaction End Date</li> <li>• Transaction No. of the primary transaction (in case the same amount is covered in multiple sections)</li> <li>• From Bank account</li> <li>• To Bank account</li> <li>• Total value of transaction</li> <li>• Description of transaction</li> <li>• Beneficiary of the transaction or Director/Partner causing loss (Name, PAN, Relationship with the debtor)</li> <li>• Detail of party against whom application to be filed in NCLT (Name, PAN, relationship with debtor)</li> <li>• Benefit derived from/ Potential loss due to transaction</li> <li>• Average recovery amount</li> </ul> |

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|  | <ul style="list-style-type: none"> <li>• Remarks</li> </ul>  |
| E.5  | <p>The Auditor should be able to upload and submit the detailed Transaction Audit Report in the system along with the below details:</p> <ul style="list-style-type: none"> <li>• Look back period</li> <li>• Average Recovery Amount</li> <li>• Summary</li> </ul>  |
| E.6  | The IP should receive notifications upon the submission of the audit report by the Transaction Auditor.  |
| E.7  | The system should be able to generate a document in pre-defined template for the PUFE transactions details captured and send it to the directors of the Corporate Debtor (CD) company for obtaining their digital signature.   |
| E.8  | The system should allow the IP to navigate to the NCLT portal via Single Sign-On (SSO) to file any PUFE transaction if required.   |
| <b>F. Asset Register/Asset Memorandum/Liquidation Estate</b> |  |
| G.1  | <p>The system should allow the IP to configure the below Asset Classes relevant sub-categories under each asset category.</p> <ul style="list-style-type: none"> <li>• Plant &amp; Machinery</li> <li>• Land &amp; Building</li> <li>• Securities &amp; Financial Assets</li> </ul>  |
| G.2  | <p>Under each Asset Class, the system should be able to fetch asset details (<i>indicative and non-exhaustive list of fields mentioned below</i>) either through external integration or manual entry into the designated form fields. Users should have the flexibility to add additional dynamic fields.</p> <ul style="list-style-type: none"> <li>• Asset Name</li> <li>• Asset Type/classifications <ul style="list-style-type: none"> <li>▪ Secured/Unsecured</li> <li>▪ Tangible/Intangible</li> <li>▪ Encumbered/Unencumbered Assets</li> </ul> </li> <li>• Asset Code as maintained by the CD.</li> <li>• Asset Location</li> <li>• Foreign Asset (indicator)</li> <li>• Asset Description</li> <li>• Source of Asset Information</li> <li>• Date of Discovery of Asset</li> <li>• Book value of assets</li> <li>• Acquisition Date</li> <li>• Lifetime</li> <li>• Name, Address, contact details of person/entity having current control of the asset</li> <li>• Insurance Policy Number</li> <li>• Insurance Amount</li> <li>• Insurance Renewal Date</li> <li>• Attachments (Insurance policy documents, Asset images, etc.)</li> <li>• Asset Consolidation (if required)</li> <li>• Asset Division (if required)</li> </ul> |

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|                                  | <ul style="list-style-type: none"> <li>Asset Custody transfer details from CD to IP (<i>To be referenced from the service 'Transfer of Custody of CD Records and Assets'.</i>)</li> </ul>  |
| G.3                              | Upon the addition of asset details, the system should automatically assign a unique reference number (Asset ID) for each asset.  |
| G.4                              | The system should allow other users (CoC/RV/PRA/Auditors) to add or modify asset details entered by the IP, provided required access is granted by the IP. Notification should be sent to users upon gaining access to the Asset Register within the system.   |
| G.5                              | To prepare the Asset Memorandum or Liquidation Estate, the system should enable the IP to mark assets from the fields entered or fetched as part of Asset Register. System should be able to generate a PDF and download the Asset Register/Memorandum/Liquidation Estate.   |
| G.6                              | The system should allow the IP to choose and share limited information from the Asset Register with the CoC before receiving resolution plans.   |
| G.7                              | The system should provide the functionality to consolidate multiple assets into a single asset or divide a single asset into multiple assets.  |
| <b>G. Asset Valuation Report</b> |  |
| H.1                              | The system should enable the appointed Registered Valuer (RVs) to log in and access the Asset Register and CD Information/Documents from the Records Management module.  |
| H.2                              | The system should be able to link the documents related to a particular asset against the Asset ID.  |
| H.3                              | <p>The system should enable Registered Valuers (RVs) to input asset valuation data via a form entry at any point during the valuation process, including before, during, or after its completion. The below indicative and non-exhaustive fields should be captured in the Asset Valuation form.</p> <ul style="list-style-type: none"> <li>Fair value of the asset</li> <li>Liquidation value of the asset</li> <li>Valuation Approach used</li> <li>Valuation Methodology used (CoC meeting minutes to be linked)</li> <li>Assumptions, if any</li> <li>Upload images of physical assets</li> <li>Geo-tagging of assets done through mobile application to track the physical or geographical location of the asset: <ul style="list-style-type: none"> <li>Latitude</li> <li>Longitude</li> </ul> </li> </ul> |
| H.4                              | The system should facilitate asset segregation to determine the value of security interests held by secured creditors.   |
| H.5                              | The system should offer the option to capture valuation details for both CIRP and Liquidation phase and identify any significant differences in the valuation of assets conducted in the two phases so that the CoC and IP can access if appointment of a 3 <sup>rd</sup> valuer is required.  |
| H.6                              | RVs should have the ability to upload and submit Asset Valuation Reports and system should send notification to the IP once the report is submitted  |
| H.7                              | The system should feature a Valuation Dashboard for IPs, providing an overview of the total asset value categorized by various criteria such as location, asset class, and type.   |

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| H.8  | The system should allow the IPs to grant access to valuation data and reports to designated users like CoC/SCC, following obtaining of a confidentiality agreement as outlined in the 'Information Memorandum' service.  |
| <b>H. Handover of Assets &amp; Records</b> |  |
| I.1  | <p>The system should provide an option to track the data related to transfer of ownership of CD records and documents from the directors/employees of the corporate debtor company to the appointed IP. The below details shall be captured under this service (<i>indicative and non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>• Document Sub-categorization (From 'Master for Documents/Information related to CD' service)</li> <li>• Document Name</li> <li>• Document Version</li> <li>• Related documents Names</li> <li>• Owner before transfer</li> <li>• Owner after transfer</li> <li>• Last Updated By</li> <li>• Ownership update date</li> <li>• Approved By</li> <li>• Transfer status</li> <li>• Remarks</li> </ul>          |
| I.2  | <p>The system should allow the IP to create and maintain a checklist for tracking asset custody transfer from the Corporate Debtor to the appointed IP. The below details shall be captured in this checklist (<i>indicative and non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>• Asset Details (Name, Description, Code, Type)</li> <li>• Asset not handed over (Name, description, Code, Type, Reason)</li> <li>• Transferred from along with contact information</li> <li>• Transferred to along with contact information</li> <li>• Transfer Date</li> <li>• Method of transfer</li> <li>• Location before and after transfer</li> <li>• Asset condition</li> <li>• Approved by</li> <li>• Transfer status</li> <li>• Remarks</li> </ul> |
| I.3  | Both the IP or authorized person from the CD (including Director/Partner/Shareholder/Promoter) should have access to update the document and asset transfer details in the system.   |
| I.4  | The system should provide an option to upload the asset transfer details in an excel sheet format which shall get populated as the metadata in the system.   |
| I.5  | The system should allow the IP to provide access to limited fields, such as Transfer Status, Transfer Date, etc. to NCLT and IBBI.   |

### 1.1.6 Resolution/Repayment Plan

The Resolution/Repayment plan module shall be used once the final resolution/repayment plan for reviving a corporate debtor (CD) or individuals undergoing CIRP is passed by NCLT. It facilitates the creation and publishing

of the EoI to invite potential resolution applicants (PRA), evaluation of the submitted EoI responses and creation of final list of PRAs.

| <b>A. EoI Publishing</b>  |   |
|---|---|
| A.1   | The system should allow the IP to create the Invitation for Expression of Interest (IEoI) form ( <i>through dynamic form feature</i> ) and the link to the form should be accessible to the prospective Resolution Applicants (PRA)   |
| A.2   | The system should provide option to release IEOI for one or more or all assets of CD. System should prompt the user to link the Minutes of CoC meeting approving bifurcation of assets for sale in case all assets not being considered for IEOI.   |
| A.3   | The system should allow the IP to create eligibility criteria fields in IEOI form ( <i>through dynamic forms feature</i> ). Indicative data to be recorded in the eligibility criteria list are: <ul style="list-style-type: none"> <li>• For Body Corporates/Individuals: Minimum Consolidated Net-Worth</li> <li>• For Financial Institutions/PE Funds/Trusts/ARCs/NBFCs: Minimum Asset under Management (AUM) or funds deployed in the immediately preceding completed financial year</li> <li>• For Joint Investors: Net Worth of all investors acting jointly</li> <li>• Refundable deposit submitted</li> </ul> |
| A.4   | The system should have feature to download the draft IEOI form in word format in pre-defined template which should contain the following: <ul style="list-style-type: none"> <li>• Pre-populated details about the CD available in the system</li> <li>• Sample clauses</li> </ul> IP should be able to upload the final version of IEOI document in the system.  |
| A.5   | The system should enable the IP to prepare Form G through which should auto-populate certain fields based on existing data within the system. IP should be able to manually enter any additional information. System should be able to generate the Form G in PDF format which can be downloaded by the IP. The fields of Form G – 'INVITATION FOR EXPRESSION OF INTEREST' available in IBBI website which shall be digitized in iPIE is given in the 'Appendices' section.   |
| A.6   | The system should allow the IP to send the IEOI document and Form G to IBBI website through API integration.  |
| A.7   | The system should allow the IP to navigate to 'Quotations Information' service to enter quotations data received from Newspaper vendors.  |
| A.8   | The system should allow IP to upload the publication details such as dates, location, jurisdiction, newspaper details (by auto fetching from selected quotes), cost of publication (should be saved in Finance/Cost management module), etc.  |
| A.9   | In case of PIRP, the system should facilitate the presentation of the Base Resolution Plan (BRP) by the IP to the CoC. It should enable the IP to conduct a voting event to seek approval on the plan. If the BRP is not approved by CoC, system should allow the IP to perform the same procedure of Expression of Interest (EoI) publishing as in the Corporate Insolvency Resolution Process (CIRP).   |
| <b>B. EoI Response Submission &amp; Final List of Potential Resolution Applicants</b> |   |
| B.1   | The system should allow the prospective Resolution Applicants (PRAs) to register themselves, access the link mentioned in the public announcement and submit their interest as response to the IEOI form.   |
| B.2   | The system should allow the PRAs to fill required details, eligibility criteria fields and upload the relevant documents.   |

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| B.3  | The system should send notification to the IP once a EoI response is submitted by any PRA.   |
| B.4  | The system should enable the IP to view the overall capabilities of the PRA documents uploaded and mark the PRA as eligible which should add the PRA to 'Provisional list of PRAs'. Links to request company related information from MCA 21 or other private platforms shall be available for IP to verify company details. The PRA shall be notified of acceptance or rejection of their response. |
| B.5  | The system should provide option to the IP to reject the EoI response along with reasons of rejection or mark the EoI response for 'Ratification with CoC'.  |
| B.6  | If the EoI response is marked for ratification with CoC, system should have a feature for the IP to update the EoI record with options 'Eligible declared by CoC' or 'Ineligible declared by CoC' along with CoC meeting minutes. The PRA shall be notified of acceptance or rejection of their response.  |
| B.7  | The system should allow the PRAs to raise reconsideration request for submitting a grievance and initiate a conversation with the IP regarding the EoI submitted along with attachments of clarification. The IP would receive a notification whenever any such request is raised.   |
| B.8  | The system should allow the IP to change the status of the EoI (accepted/rejected/etc) on the grievance raised and clarification provided, the IP would be able to change the status (Accepted/Rejected/etc) of the EoI, if required.  |
| B.9  | The system should enable the IP to publish the provisional list of eligible PRAs and send it to the CoC and all the PRAs for their objections or Feedback. PRAs should be able to submit objections to PRA list on the iPIE platform.  |
| B.10 | The system should enable the IP to generate a rejection letter detailing the reason for ineligibility and send it to the ineligible PRAs.  |
| B.11 | The system should allow the IP to mark the finally shortlisted PRAs as 'Final List of PRAs' and publish the same to CoC through Communications tool.   |
| B.12 | The system should have option for IP to mark PRAs ineligible from 'Final list of PRAs', if required along with justification for marking ineligible along with uploading of proof.   |

#### C. RFRP Publishing & Creation of VDR

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|-----|--|
| C.1 | <p>The system should allow the IP to create the Request for Resolution Plan (RFRP) form by defining its attributes, configure evaluation matrix fields with qualitative and quantitative attributes (<i>through dynamic form feature</i>). The quantitative attributes of evaluation matrix may include the following (<i>indicative and non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>• Upfront Cash Payment to Financial Creditors as per Resolution Plan</li> <li>• NPV factoring for Financial Creditors including Upfront Cash Payment to Financial Creditors (Tiered Rate of Discounting)</li> <li>• NPV factoring for all Creditors (other than Financial Creditors) including Upfront Cash Payment to such Creditors (Tiered Rate of Discounting)</li> <li>• Equity allotted to Creditors (post money) within xx months from Effective Date</li> <li>• Fresh Equity/ quasi-Equity infusion for working capital and capital expenditure to sustain the operations of the Corporate Debtor within xx years from Effective Date</li> </ul> |
| C.2 | The system should provide option to release RFRP for one or more or all assets of CD. System should prompt the user to link the Minutes of CoC meeting approving bifurcation of assets for sale in case all assets not being considered for RFRP.  |
| C.3 | The system should have feature create a draft of RFRP in editable pre-defined template and download the same. IP should be able to upload the final version of RFRP document in the system.  |

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| C.4  | The system should allow the IP to generate a VDR link by marking the relevant documents from DMS or uploading the documents relevant for PRAs due diligence along with managing access control for the same (initially the access should be provided to only contacts of 'Final List of PRAs'). IP should also be able to add the metadata fields required to be displayed in VDR.                            |
| C.5  | The system should have option to request access to VDR by any additional users of PRA through a form which should capture the details of login ID of the user to be added in VDR along with authorization details.  |
| C.6  | The IP should have easy access to the meeting management and e-voting services for CoC consultation and approvals throughout the RFRP preparation process   |
| C.7  | The system should allow the IP to share the RFRP link containing the RFRP document, Information Memorandum along with the steps, timeline, other attributes and link to access the VDR to the 'Final list of PRAs'.   |
| C.8  | The system should allow the IP to modify the RFRP, if required. IP should be able to link the CoC approval of minutes while modifying the RFRP. The modified RFRP along with updated attributes should be notified to all 'Final list of PRAs'.   |
| C.9  | In case of PPIRP, the similar steps shall be performed by IP to invite prospective resolution applicants (PRAs) to submit Alternate plans (BAP) if the BRP is not approved earlier.   |
| <b>D. RFRP Response Submission &amp; Evaluation</b>  |   |
| D.1  | The system should allow the PRAs (Final list of PRAs) to access the RFRP link, VDR for relevant documents, and evaluation matrix form for submitting their proposal/response to RFRP.   |
| D.2  | The system should provide option to PRAs to raise to post a message on VDR for any further clarification. The response submitted by IP shall be visible to all PRAs and their representatives with access to VDR. System should facilitate notifications in both the cases (request for further clarification and response by IP).  |
| D.3  | The system should allow the IP to monitor metrics such as no. of users accessing VDR, frequency of access, time spent on VDR, etc.  |
| D.4  | The system should facilitate PRAs to submit their proposals, complete the evaluation matrix fields, and upload relevant documents. The proposal/Resolution Plan must be password protected and encrypted, with the password or decryption key shared exclusively with the IP.   |
| D.5  | The system should send notification to the IP upon submission of the proposal from any PRA.   |
| D.6  | The system should enable the IP to download the submitted documents in the proposal form and enter the score for each proposals/alternate plans (PPIRP) along with comments/justification. IP should be able to upload the detailed scoring sheet done against the evaluation matrix.   |
| D.7  | In case of PPIRP, system should allow the IP to enter the score of the alternate plans submitted and mark the Best Alternate Plan (BAP). System should also capture from the IP if the BAP is better than BRP.  |
| D.8  | <ul style="list-style-type: none"> <li>• In cases where the value of total assets exceeds INR 100 Cr, the system should enable the IP to upload a marketing strategy for sale of assets before creation of RFRP for the assets and publish the same for CoC's approval.</li> <li>• The system should link the minutes of CoC approval meeting with RFRP when bifurcated assets sale is considered.</li> </ul> |
| <b>E. Plan Finalization &amp; Submission to NCLT</b> |   |

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|------|---|
| E.1  | The system should allow the IP to generate the evaluation sheets for each PRA (based on the scoring done in the previous step) and publish the same to CoC through iPIE communication tool.   |
| E.2  | The system should be able to mark the final resolution plan once approval is received from CoC. The meeting minutes and voting results for selection of final resolution plan conducted with CoC should be attached while marking the final plan.   |
| E.3  | <p>The system should be able to capture the outcome of Swiss Challenge (if conducted) through manual form entry and the Resolution Plan finalized as a result of the Swiss Challenge method shall be uploaded in the system. The below indicative fields (<i>non-exhaustive list</i>) should be captured in the Swiss Challenge outcome form.</p> <ul style="list-style-type: none"> <li>• Original proposal details of the first approved plan</li> <li>• Original proponent details</li> <li>• Final proposal details</li> <li>• Final proponent details</li> <li>• Decision outcome</li> <li>• Evaluation criteria</li> <li>• Approvals from CoC</li> </ul>  |
| E.4  | The system should allow the IP to configure the Waterfall priority list for distribution of proceeds during plan finalization and publish the same to the CoC for approval.   |
| E.5  | The system should be able to auto populate the waterfall fields based on claims value and resolution plan attributes.   |
| E.6  | The system should allow the user to add the distribution amounts during Resolution implementation phase and attach the CoC meeting meetings for approval against each amount.   |
| E.7  | <p>In case of Individual Insolvency, the system should allow the Personal Guarantor (PG) to upload the proposed 'Repayment Plan' and enter required details (<i>indicative field list given below</i>) in the form. The submitted plan should be accessible by the RP for analysis and comments. PG should be able to modify and create updated versions of the plan, if required.</p> <ul style="list-style-type: none"> <li>• Fee to RP</li> <li>• Term of repayment plan</li> <li>• Minimum budget for repayment</li> <li>• Mark excluded assets (<i>Asset details populated through Asset Register; add exclusion type</i>)</li> <li>• Security Interest repayment value</li> <li>• Reduction in amount payable to creditors</li> <li>• Part of the income of the guarantor to be used for the repayment of the debt</li> </ul> |
| E.8  | The system should enable the RP to upload their assessment of the plan, publish the Repayment Plan along with their assessment report to creditors, schedule meetings using Meeting Management service, and generate resolutions for voting on the Repayment Plan via the e-Voting tool.  |
| E.9  | The system should allow the RP to publish the meeting minutes and link the same to the Repayment Plan.  |
| E.10 | The system should allow the IP to login to NCLT e-filing portal through SSO authentication for filing the final resolution/repayment plan approved by CoC. Relevant documents and the available fields shall be auto fetched from metadata captured in the system.  |
| E.11 | The system should enable the user to initiate the Bankruptcy process for PG in case rejection order is passed by NCLT or non-implementation of the repayment plan   |

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| E.12   | The system should allow the IP to mark the Dissenting FCs who voted against the plan.  |
| <b>F. Acceptance &amp; Rejection of Resolution Plan</b>                    |  |
| F.1  | The system should be able to capture NCLT decision and fetch the order passed by NCLT through API integration.   |
| F.2  | The system should invoke the following modules and its services based on NCLT decision captured: <ul style="list-style-type: none"> <li>• Resolution Plan accepted - Resolution implementation and monitoring.</li> <li>• Resolution Plan rejected – Liquidation Implementation and monitoring. The case status should get changed from 'Under CIRP' to 'Under Liquidation' and the IP/other stakeholders should get notified.</li> <li>• In case of requirement of a revised resolution plan, the RP will be notified for further course of action</li> </ul> |
| F.3  | In case NCLT passes order to re-initiate the process of publishing the IEOI (Form G) if none of the plans are approved, system should allow the IP to repeat the process from creating IEOI link till plan finalization.   |
| <b>G. Contravention of Resolution Plan</b>                                 |  |
| G.1  | The system should allow the IP to initiate the preparation of contravention report whenever the corporate debtor, any of its officers or creditors or any person on whom the approved resolution plan is binding, knowingly and willfully contravenes any of the terms of such resolution plan or abets such contravention.  |
| G.2  | The system should allow the IP to collate/fetch data from other iPIE modules and fill the other details manually in the draft Contravention Report. The report shall include the following details ( <i>indicative and non-exhaustive list</i> ): <ul style="list-style-type: none"> <li>• Date of contravention of plan</li> <li>• Contravening Party</li> <li>• Details of Contravention(s)</li> <li>• Clauses of the Plan contravened</li> </ul>  |
| G.3  | The system should provide option to download the Contravention Report in word format with some pre-populated details and editable sample clauses as per the pre-defined template. IP should be able to upload the final version of Contravention Report in the system and submit the same to NCLT by filing an interlocutory application via proceeding to e-filing through SSO.   |
| G.4  | The system should provide option to capture the below data after submission of the plan and the case status should be update as 'Under Liquidation' after NCLT order is passed approving the contravention. <ul style="list-style-type: none"> <li>• Date of filing of Contravention report with the NCLT</li> <li>• Date of order by NCLT taking the Contravention report into records</li> </ul>   |
| <b>H. Pre-Liquidation Commencement – Contribution to Liquidation Costs</b> |  |
| H.1  | The system should allow the IP (Liquidator/Bankruptcy Trustee) to fetch details from <b>Finance/Cost Management module</b> and calculate the Liquidation cost.   |
| H.2  | The system should allow the IP to conduct meeting and voting event, mark the Liquidation cost as 'Approved' and link the meeting minutes/voting results once it is approved.   |
| H.3  | The system should facilitate the IP to capture and record FC's contribution to the liquidation costs which is excess over the liquid assets of the CD, as calculated by him, in proportion to the financial debts owed to them by the CD.  |

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| H.4  | <p>The system should allow the IP to input data related to 'Contribution to Liquidation Costs' through a form, upload the Contribution Plan and share it with the contributing FCs. IP should be able to link meeting minutes for approval on the contribution plan by the CoC. The below indicative and non-exhaustive fields should be captured in the form.</p> <ul style="list-style-type: none"> <li>• Liquidation costs</li> <li>• Value of the liquid assets</li> <li>• Excess (Difference between Liquidation costs and value of liquid assets)</li> <li>• Upload Contribution Plan</li> <li>• Date of Circulation of Contribution Plan</li> <li>• Date of Approval Order of Contribution Plan</li> <li>• Designated Escrow Account of the CD (for maintaining contributions)</li> <li>• Whether CIRP Account is used as Liquidation Account</li> <li>• Bank rate (for repayment of contribution)</li> </ul> |
| H.5  | The system should include functionality to generate a standardized 'Contribution to Liquidation Costs' report based on input data provided in the form. This report should be downloadable in PDF format.  |
| H.6  | The IP should be able to file the 'Contribution to Liquidation Costs' report to NCLT through e-filing and submit the same to IBBI.   |
| <b>I. Pre-Liquidation Commencement – Compromise or Arrangement</b> |  |
| I.1  | The system should allow the IP to initiate the process of Compromise or Arrangement (C/A) if the same is proposed by the CoC within prescribed timeline of liquidation order.  |
| I.2  | <p>The system should allow the IP to input data related to 'Compromise or Arrangement' through a form and upload CoC meeting minutes/voting results for approval on the Compromise or Arrangement (C/A) proposal. The below indicative fields (non-exhaustive list) should be captured in the form.</p> <ul style="list-style-type: none"> <li>• Parties detail who proposes Compromise or Agreement</li> <li>• Total costs incurred for Compromise or Arrangement</li> <li>• Date of Approval Order of C/A proposal</li> </ul>  |
| I.3  | The system should include functionality to generate a standardized 'Compromise or Arrangement' report based on input data provided in the form. This report should be downloadable in PDF format.  |
| I.4  | The IP should be able to file the 'Compromise or Arrangement' report to NCLT through e-filing and submit the same to IBBI.   |
| <b>J. Liquidator Fees</b>  |  |
| J.1  | The system should facilitate the Liquidator to capture CoC decision on Liquidator fees (whether CoC Decided Liquidator's Fee) and upload the meeting minutes and voting result. The system should also have option to capture the approval from SCC on Liquidator fees.  |
| J.2  | If CoC decides the fees, system should be able to enter the related data through a form.   |
| J.3  | <p>In case, the CoC does not decide the liquidator's fee, system should provide option to configure the Liquidator fees into 2 parts:</p> <ul style="list-style-type: none"> <li>▪ Till the period of compromise or arrangement (Fee details same as RP should be auto populated)</li> <li>▪ After Compromise or Arrangement (Additional details to be captured as mentioned below) <ul style="list-style-type: none"> <li>○ Amount of Realization/Distribution to stakeholders</li> <li>○ Percentage of fee on the amount realized/distributed:</li> </ul> </li> </ul>  |

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>-In first 6 months</li> <li>-In next 6 months</li> <li>-Thereafter</li> </ul>  |
| J.4  | The system should reflect the Liquidator fees captured in this service under Finance/Cost Management Module.  |
| J.5  | The fee structure during this period shall be pre-configured in the system as per the code. However, user shall have option to modify the same through dynamic forms feature. |
| <b>Note:</b> The following steps (as outlined in the points above) are not required for Individual Insolvency of PG in resolution phase:   |   |
| <ul style="list-style-type: none"> <li>• EoI Publishing</li> <li>• EoI Response Submission &amp; Final List of Potential Resolution Applicants</li> <li>• Publishing and Creation of VDR</li> <li>• RFRP Response Submission and Evaluation</li> </ul> |   |

#### 1.1.6.1 Form Details

The system should be able to populate the following fields automatically in the Draft IEOI and Form G based on the data collected in the system from various services.

| Sr.#             | Name of Fields               |
|------------------|------------------------------|
| <b>Form G</b>    |                              |
| 1                | Name of Debtor               |
| 2                | CIN/PAN/LLPIN of Debtor      |
| 3                | Registered Address of Debtor |
| 4                | URL of the debtor website    |
| 4                | Process Email ID             |
| 5                | RP Details                   |
| <b>Draft EoI</b> |                              |
| 1                | CIN of debtor                |
| 2                | Name of Debtor               |
| 3                | ROC Code                     |
| 4                | Company Category             |
| 5                | Class of company             |
| 6                | Authorized Capital           |

|   |                              |
|---|------------------------------|
| 7 | Paid up capital              |
| 8 | Date of incorporation        |
| 9 | Registered address of the CD |

The following indicative editable clauses below shall be auto populated in the Draft IEoI as per the available template in the iPIE:

| Sr.# | Name of Clause                     |
|------|------------------------------------|
| 1    | Disqualification Under section 29A |
| 2    | Last date for submission of EoI    |
| 3    | Undertakings if any                |
| 4    | Cover letter                       |
| 5    | Non-Disclosure Agreement           |
| 6    | Letter of Undertaking              |
| 7    | Affidavit                          |

The following indicative fields below should be available for submission by PRAs while filing EOI response (*some details to be auto filled based on user profile*):

| Sr.# | Name of Clause   |
|------|--|
| 1    | Address  |
| 2    | Name of the firm/Company/Organization  |
| 3    | Telephone No.  |
| 4    | E-mail   |
| 5    | PAN  |
| 6    | GST  |
| 7    | Date of Establishment along with Documentary Proof:                                      |
| 8    | Nature of Establishment: [Body Corporate OR Financial institutions / Funds/PE Investors] |
| 9    | Nature of Activity   |
| 10   | Contact Person Name  |

|    |                            |
|----|----------------------------|
| 11 | Contact Person Mobile      |
| 12 | Contact Person Email       |
| 13 | Contact Person Designation |

*Note: Step not required for Individual Insolvency of PG in resolution phase.*

### 1.1.7 Resolution/Repayment Implementation and Monitoring

The Resolution/Repayment Implementation and Monitoring module in iPIE shall facilitate the implementation phase of the final resolution/repayment plan after approval order is received from NCLT.

| <b>A. Formation of IMC</b>     |   |
|--------------------------------|---|
| A.1                            | After Resolution Plan approval order is passed by NCLT, the system should be able to update the status.   |
| A.2                            | Once the status of case becomes 'Resolution Plan Approved by AA' the system should enable the Successful Resolution Applicant (SRA) to have the option to constitute the Implementation & Monitoring Committee (IMC) for supervising the implementation of the resolution plan.   |
| A.3                            | <ul style="list-style-type: none"> <li>The system should allow the SRA to add the same or different IP as part of IMC through 'Appointment/Replacement of IP', if required.</li> <li>The system should allow the SRA to appoint one key member to undertake the processes.</li> </ul>   |
| A.4                            | The system should enable the IMC user to send communication for nominations to stakeholders (e.g., CoC, Lender(s), Other Parties, etc.)   |
| A.5                            | The system should allow the IMC user to add nominated members from <b>Stakeholder Management module</b> in IMC constitution link through a dynamic form. In case a nominated member is not an existing user, the system should allow the IMC user to manually add the user details to IMC form, create login and notify the same to the member.   |
| A.6                            | The system should allow an authorization format to be published to nominated members along with notifying them for submission of their consent to act as representatives in the monitoring committee.   |
| A.7                            | The system should allow the nominated representatives to submit his/her consent in the form along with digital signature.   |
| A.8                            | The system should inform the IMC user of the acceptance/rejection of consent. In case of rejection, the system should allow the IMC user to repeat above steps to induct another nominated person.  |
| A.9                            | Once consent is received from the representatives of each party (RA, CoC, Lender, other professionals), the system should auto-publish the list of IMC.   |
| A.10                           | The system should intimate all the relevant stakeholders including IBBI about IMC constitution.   |
| <b>B. Resolution Checklist</b> |   |
| B.1                            | <p>The system should enable the IP to conduct the IMC meetings iPIE through <b>Stakeholder Management module</b> regarding various agendas. The system should also enable the IP to add dynamic meeting agendas, as per requirement. Below are some of the indicatives (non-exhaustive) meeting agendas during resolution plan implementation which can be included in the agenda list:</p> <ul style="list-style-type: none"> <li>• Appointment of Monitoring Agency/Professional</li> </ul> |

|                                    |   |
|------------------------------------|---|
|                                    | <ul style="list-style-type: none"> <li>• Appointment of New directors</li> <li>• Designated ESCROW account</li> <li>• Discussion of upfront payment</li> <li>• Litigation and Avoidance assigned to lenders.</li> <li>• Issuance and Allotment of Equity shares</li> </ul>  |
| B.2                                | The system should allow the IMC representative to create and maintain a checklist for resolutions passed by the committee or by the newly constituted Board of Directors which gets executed during the resolution implementation process.  |
| B.3                                | The system should enable the IMC to update the checklist as and when required and mark a resolution as complete.  |
| B.4                                | <p>The system should capture the following indicative, non-exhaustive fields while adding a checklist.</p> <ul style="list-style-type: none"> <li>• Resolution Name</li> <li>• Description</li> <li>• Resolution passed by</li> <li>• Resolution Approver</li> <li>• Due Date</li> <li>• Completion Date</li> <li>• Assigned To</li> <li>• Priority</li> <li>• Status</li> <li>• Comments</li> <li>• Attachments (Related forms, Approval email, MoM for progress or completion)</li> <li>• The system should also generate a unique reference number 'IMC Resolution ID' for tracking purpose.</li> </ul>      |
| B.5                                | The system should notify all the stakeholders (IP, RAs, CoC, lenders, Board of Directors, other professionals) whenever the checklist is updated.   |
| <b>C. Distribution of Proceeds</b> |   |
| C.1                                | The system should enable the IP (Liquidator in case of Corporate Liquidation/VL proceedings) to collate all the bank accounts information of the corporate debtor and capture the details of the ESCROW account in <b>Records Management module</b> .   |
| C.2                                | The system should allow the IP to click on ' <b>Manage Distribution</b> ' to add details for keeping track of the payments made to each stakeholder during proceeds distribution. The system should fetch the stakeholders list from the <b>Stakeholder Management Module</b> .   |
| C.3                                | The system should enable the IP to add the payments to be made against each of the stakeholders under ' <b>Manage Distribution Proceeds</b> '   |
| C.4                                | <ul style="list-style-type: none"> <li>• The system should configure the payment list in the order of priority envisaged in the waterfall mechanism (defined in IBC Section 53) during resolution plan finalization and should enable the CoC to approve the same.</li> <li>• The system should also capture the amount of payment to Dissenting FCs and fetch the cost incurred or the claim amount admitted for each of the category from respective modules as given below. <ul style="list-style-type: none"> <li>▪ CIRP cost/Liquidation Cost (<i>from Finance/Cost Management</i>)</li> </ul> </li> </ul> |

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|     | <ul style="list-style-type: none"> <li>▪ Workman's dues and debts owed to a secured creditor in the event such secured creditor has relinquished security (<i>from Claims Management</i>)</li> <li>▪ Employee's wages and any unpaid dues (other than Workman) (<i>from Claims Management</i>)</li> <li>▪ Financial debts owed to unsecured creditors (<i>from Claims Management</i>)</li> <li>▪ Amount due to Central Government and State Government and debts owed to a secured creditor for any amount unpaid following the enforcement of security interest (<i>from Claims Management</i>)</li> <li>▪ Any remaining debts and dues</li> <li>▪ Preference shareholders of the CD (<i>from Stakeholder Management</i>)</li> <li>▪ Equity shareholders/partners of the CD (<i>from Stakeholder Management</i>)</li> </ul>   |
| C.5 | <ul style="list-style-type: none"> <li>• The system should enable the user to add the final distribution amount against each of the above category before publishing and provide option to link meeting minutes or approval emails on final distribution amount.</li> <li>• The system should allow the user to publish the prepared waterfall data to stakeholders and link any generated comments/ orders/meeting minutes with the Distribution Proceeds form.</li> </ul>  |
| C.6 | <p>The system should capture required details (<i>indicative, non-exhaustive list given fields below</i>) regarding the distribution and payment made to the stakeholders.</p> <ul style="list-style-type: none"> <li>• Bank Account Details to which money to be remitted.</li> <li>• Final voting share of the party</li> <li>• Number of equities shares to be issued</li> <li>• Final Distribution Amount</li> <li>• Unpaid CIRP cost (Outstanding fees to professionals/operational costs/unpaid due to dispute over distribution of proceeds, etc.)</li> <li>• Upfront cash</li> <li>• Payment Schedule</li> <li>• Payment Due Date</li> <li>• Upload computation sheet as evidence.</li> <li>• Amount Paid</li> <li>• Amount Due</li> <li>• Payment mode</li> <li>• Payment Date</li> <li>• Transaction ID/Cheque No</li> <li>• Upload confirmation/receipt/distribution letter</li> <li>• Remarks</li> </ul> |
| C.7 | Once the payment details are captured and final distribution amount matches the amount paid, the system should mark the payment as 'Complete'. If the amount paid is less than the final distribution amount, system should update the status of the payment as 'Partially Paid'.  |
| C.8 | The system should allow the IP to generate a PDF file with the payment details made to all the parties.  |
| C.9 | <p>The system should create a dashboard for all distribution of proceeds, incorporating various fields as indicated below.</p> <ul style="list-style-type: none"> <li>• Payment category</li> <li>• Payment status,</li> <li>• Due date</li> </ul>   |

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|                           | <ul style="list-style-type: none"> <li>• Date of receipt of proceeds</li> <li>• IP fees (if applicable)</li> <li>• Date of distribution letter</li> <li>• Transaction ID/Cheque No</li> </ul>   |
| <b>D. Handover to SRA</b> |   |
| D.1                       | The system should capture the required details (e.g., Name, designation, DIN, PAN, contact, etc.) of persons to be appointed as new Board of Directors of the CD.   |
| D.2                       | The system should allow the newly constituted Board of Directors of the Successful Resolution Applicant to nominate an authorized representative for taking access/custody of all the documents related to the resolution process in DMS.   |
| D.3                       | The system should send an email with a consent form to the nominated representative of the new Board of Director asking to submit their digitally signed consent form for take over.  |
| D.4                       | The system should inform the IP of the acceptance/rejection of consent. In case of rejection, the system should enable the IP to ask for nomination of other representatives.   |
| D.5                       | The system should grant access of the DMS folder (of only CD related documents) to the nominated representatives so that they can download and share documents with the other members offline.  |
| D.6                       | <p>The system should enable the IP to create and maintain a handover checklist by capturing the required fields as indicated below.</p> <ul style="list-style-type: none"> <li>• Handover item (Particulars)</li> <li>• Category</li> <li>• Status (Yes/No/NA)</li> <li>• List of documents related to the requirement</li> <li>• Access granted to the documents (Yes/No)</li> <li>• Attachments (Relevant documents specific to the debtor company shall be uploaded)</li> <li>• Remarks</li> </ul>   |
| D.7                       | <p>The system should also enable the IP to create and maintain an asset transfer checklist for tracking the handover of custody of the assets of the corporate debtor to the SRA. The below details shall be captured in this checklist (<i>non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>• Asset Details (Name, Description, Code, Type)</li> <li>• Asset not handed over (Name, description, Code, Type, Reason)</li> <li>• Transferred from along with contact information</li> <li>• Transferred to along with contact information</li> <li>• Transfer Date</li> <li>• Method of transfer</li> <li>• Location before and after transfer</li> <li>• Asset condition</li> <li>• Approved by</li> <li>• Transfer status</li> <li>• Remarks</li> </ul> |
| D.8                       | <ul style="list-style-type: none"> <li>• Once all the handover activities are complete and captured, the system should enable the IP to generate the Handover letter in a pre-defined format with the handover checklist, documents list, takeover person details, etc.</li> </ul>  |

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|  | <ul style="list-style-type: none"> <li>The system should send the handover letter to the newly appointed Board of Directors for uploading with digital signature.</li> </ul> |
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#### E. Submission of Final Report

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| E.1 | On completion of the resolution process, the system should enable the IP to prepare the Final Report.  |
| E.2 | <p>The system should open a form when the IP clicks on 'Draft Final Report' for capturing the below details (<i>indicative and non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>Name of the Successful Resolution Applicant</li> <li>Plan Value (NPV)</li> <li>Date of completion of implementation</li> <li>Qualifying debts of the Corporate Debtor</li> <li>Amounts provided to each stakeholder category defined under the resolution plan.</li> <li>Shareholder details: <ul style="list-style-type: none"> <li>Shareholder category</li> <li>Interests of existing shareholders</li> <li>No. of shares held before and after CIRP</li> <li>Voting share % before and after CIRP</li> </ul> </li> <li>Details of Employment: <ul style="list-style-type: none"> <li>No. of employees at the end of CIRP period</li> <li>No. of workers at the end of CIRP period</li> </ul> </li> <li>Contributions beyond realization: <ul style="list-style-type: none"> <li>Type of contribution</li> <li>Amount</li> <li>NPV amount</li> </ul> </li> <li>Bank Guarantee Amount (if applicable)</li> <li>Merger/Demerger/Amalgamation: <ul style="list-style-type: none"> <li>Name of the entity post restructuring.</li> <li>PAN of entity</li> </ul> </li> </ul> |
| E.3 | On submitting the above details, the system should generate a draft version of the Final Report which can be downloaded by the IP.   |
| E.4 | The system should allow the IP to edit the draft document and add/modify details as required to create the final version of the Final Report.  |
| E.5 | The system should allow the IP to upload the final report and also submit the same to IBBI application through API.  |
| E.6 | The system should enable the IP to generate a digitally signed INC 28 e-form for submission to MCA for changing the CD status, on basis of CIN number.   |
| E.7 | The system should allow the IP to login to NCLT via SSO authentication and file an application to submit the Final Report along with compliance certificate.   |

#### F. Release of Discharge Order by NCLT

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| F.1 | After submitting the Final Report of Resolution implementation, NCLT shall pass a discharge order to discharge the CD, which the system should upload in itself and also send the same to IBBI through API. |
| F.2 | The system should intimate IBBI once discharge order is received and uploaded.  |

#### G. Intimation to CD, Board, Statutory authorities, Workman/employees, etc.

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| G.1 | The system should allow the IP to upload the notice for approval of resolution plan in the CD's website. |
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| G.2 | The system should intimate the stakeholders (e.g., FCs/OCs, Board of Directors and management of CD, KMP, security trustees, workmen/employees, statutory authorities, etc.) on approval of resolution plan in pre-defined email template (with an enclosed copy of NCLT's order), when the IRP clicks on 'Intimation on Resolution Implementation'. |
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### 1.1.8 Liquidation/Bankruptcy Implementation and Monitoring Module

The Liquidation/Bankruptcy Implementation and Monitoring Module within iPIE shall streamline the implementation phase of Liquidation process, commencing from the issuance of the Liquidation order by NCLT and continuing until the Dissolution Order is issued by NCLT.

| A. Liquidation Initiation & Constitution of SCC |   |
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| A.1   | As soon as the NCLT passes an order for liquidation, the system should update the status of the case to 'Under Liquidation' and notify all the stakeholders for the same.   |
| A.2   | In case of change in Liquidator, the system should invoke the 'Appointment/Replacement of IRP/RP/Liquidator/Bankruptcy Trustee' service for handover of information and control to new Liquidator.  |
| A.3   | Post initiation of a case and appointment of a liquidator, the system should allow the Liquidator to make a public announcement along with the link to the claims management portal for intimation and collection of claims by invoking the 'Public Announcement' service.  |
| A.4   | The system should allow the RP to provide the liquidator with the email ID which is to be used throughout the liquidation process.  |
| A.5   | The system should enable the Liquidator to initiate claims process through <b>Claims Management module</b> .  |
| A.6   | After verifying the claims submitted by all the claimants, the system should allow the Liquidator to prepare the final list of creditors and form the Stakeholders' Consultation Committee (SCC), if required.  |
| A.7   | The system should allow the CoC to continue acting as interim SCC till the completion of SCC constitution and hold all the required access to documents and services till SCC is formed.  |
| A.8   | <ul style="list-style-type: none"> <li>• The system should tag the claimants whose claims are admitted and accepted by the Liquidator as members of the SCC.</li> <li>• The system should also enable the liquidator to fetch and add the claimants from the existing CoC list including employee representative and be able to categorize the members in below manner:           <ul style="list-style-type: none"> <li>▪ SCC member who was also a part of CoC</li> <li>▪ New SCC member who was not a part of CoC</li> </ul> </li> </ul> |
| A.9   | The system should allow the Liquidator to grant access to the relevant folders in DMS to all the SCC members.   |
| A.10  | The system should be able to calculate the percentage stake of each member of the SCC based on the admitted claim amount and should allow the Liquidator to accordingly configure the voting rights of the members.   |
| A.11  | The system should capture the list of SCC members under ' <b>Manage Stakeholders</b> ' and generate a PDF named ' <b>SCC Constitution</b> '.  |
| A.12  | The system should notify all the members of the final SCC list including the authorized representatives of each class, if any once the committee is formed.   |

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| A.13  | The system should allow the Liquidator to proceed to file a NCLT application for submission of the SCC list, using the generated PDF for the same purpose.   |
| <b>B. Appointment/Replacement of Liquidator</b>                   |  |
| B.1   | The system should allow the user to access this particular service which should further allow the user to perform all the services as mentioned in <b>Section D</b> of 2.1.4 (Stakeholder Management).   |
| <b>C. Appointment of Other Professionals (RV, Auditors, etc.)</b> |  |
| C.1   | The system should allow the user to access this service which should further allow the user to perform all the services as mentioned in <b>Section E</b> of 2.1.4 (Stakeholder Management).  |
| <b>D. List of Stakeholders</b>                                    |  |
| D.1   | The system should allow the user to access this service which should further allow the user to perform all the services as mentioned in <b>Section F</b> of 2.1.4 (Stakeholder Management).  |
| <b>E. Avoidance Transaction Report</b>                            |  |
| E.1   | The system should allow the user to access this service which should further allow the user to perform all the services as mentioned in <b>Section E</b> of 2.1.5 (Records Management).  |
| <b>F. Asset Register &amp; Asset Valuation Report</b>             |  |
| F.1   | The system should allow the user to access this service which should further allow the user to perform all the services as mentioned in <b>Section G</b> of 2.1.5 (Records Management).  |
| <b>G. Liquidation Estate</b>                                      |  |
| G.1   | The system should enable the Liquidator to initiate the preparation of Liquidation Estate by clicking on "Generate Liquidation Estate Report" link to form an estate of the assets in relation to the CD, which liquidator will hold as a fiduciary for the benefit of all the creditors. In case of Homebuyer creditor class, the assets in possession of the home allottee shall be excluded from the Liquidation Estate.  |
| G.2   | The system should invoke Asset Register, Asset Valuation Report, Avoidance Transaction Report, Relinquishment/Realization of Security Interest services internally to generate Liquidation Estate report and generate this form in standard format that can be downloaded in PDF format.   |
| G.3   | Upon forming the Liquidation Estate, the system should allow the Liquidator to prepare an Asset Memorandum in accordance with the Liquidation Regulations within prescribed timeline from the liquidation commencement date.   |
| <b>H. Relinquishment/Realization of Security Interest</b>         |  |
| H.1   | The system should allow the Liquidator to login and use ' <b>Relinquishment/Realization of Security Interest</b> ' service to send link to creditors to choose either relinquish or realize their security interest against the assets, as per the details filled by them at the time of submission of claims.   |
| H.2   | <p><b>Relinquishment of security interest by the secured creditor</b><br/> In this case, the system should allow the secured creditor to go to the link shared by the liquidator and select the relinquish option for their security interest against the assets.</p> <p><b>Note:</b> The system should auto-mark the assets covered under the security interest as part of the liquidation estate for relinquishment, when realization option is not selected by the secured creditor within prescribed timeline.</p> |
| H.3A  | <p><b>Realization of security interest by the secured creditor</b></p> <ul style="list-style-type: none"> <li>In this case, the system should allow the secured creditor to go to the link shared by the liquidator and select the realization option for their security interest against the assets (in not realized in 180 days, to be added to Liquidation Estate).</li> </ul>  |

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|   | <ul style="list-style-type: none"> <li>The system should also allow the secured creditor to fill and submit the price inform at which realization of secured asset is proposed.</li> </ul>  |
| H.3B                                    | The system should allow the Liquidator to permit/reject the secured creditor for realizing only such security interest, the existence of which was proved during the claim verification process and accordingly notify the secured creditor.  |
| H.3C                                    | The system should enable the Liquidator to notify the secured creditor through communication tool, whether a person is willing to buy the secured asset.  |
| H.3D                                    | If sold, the system should allow the Liquidator to update asset sold details against the asset in Asset Register and notify the same to the secured creditor.   |
| H.3E                                    | The secured creditor if realizes the asset, will update asset sold details against the asset in Asset Register. The details will be notified to the Liquidator.   |
| H.3F                                    | When proceeds realized are greater than debt due to it, the system should enable the secured creditor to: <ol style="list-style-type: none"> <li>update details for such surplus in Asset Register; and</li> <li>tender to the liquidator any surplus funds received from the enforcement of such secured assets. The system should update the payment details of surplus amount to Liquidator in Asset Register.</li> </ol>  |
| <b>I. Sale of Assets – Private Sale</b> |   |
| I.1                                     | <p>The system should allow the Liquidator to take approval from the SCC for Private Sale of the assets by conducting meeting and e-voting through <b>Stakeholder Management Module</b>. The system should enable the Liquidator to mark assets for private sale (with meeting minutes and e-voting results attached) in Liquidation estate with reasons such as (<i>indicative and non-exhaustive list</i>) :</p> <ul style="list-style-type: none"> <li>the asset is perishable</li> <li>the asset is likely to deteriorate in value significantly if not sold immediately</li> <li>the asset is sold at a price higher than the reserve price of a failed auction</li> <li>SCC approval for Private Sale (meeting minutes and e-voting results to be attached mandatorily)</li> </ul> |
| I.2                                     | <ul style="list-style-type: none"> <li>The system should enable the Liquidator to prepare offline and upload strategy against asset in Liquidation Estate for approaching the interested buyers for private sale.</li> <li>The system should publish the private sale attributes to SCC through communication tool and schedule the meeting through <b>Stakeholder Management module</b>, if required.</li> </ul>   |
| I.3                                     | The system should allow the Liquidator to submit application in NCLT e-Courts for conducting private sale of assets and map the order details of approval/rejection of private sale against assets in Liquidation Estate.   |
| I.4                                     | <p>After conducting of private sale, the system should open a form to capture the below indicative details (<i>indicative and non-exhaustive list</i>) when the Liquidator clicks on “<b>Sale of Assets – Private Sale Information Update</b>” link.</p> <ul style="list-style-type: none"> <li>Date of order of NCLT allowing private sale (A)</li> <li>NCLT order copy (A)</li> <li>Name of the buyer/agent</li> <li>Name of the retail shop</li> <li>Address</li> <li>Phone No</li> <li>Email Address</li> <li>Asset Details (as per the Asset Register) (A)</li> </ul>  |

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|   | <ul style="list-style-type: none"> <li>• Upload Terms of Sale document</li> <li>• Amount</li> <li>• Date of receipt of full amount of consideration</li> <li>• Date of payment of full amount of consideration</li> <li>• Upload Sale Certificate</li> <li>• Total Realization (to be updated after every sale)</li> <li>• Grand Total of Assets sold/assigned till date (to be updated after every sale)</li> </ul> <p>*Fields marked as (A) can be auto fetched from the previous modules or steps of the ongoing process.</p>   |
| I.5   | After submitting the form in iPIE, the system should generate the filled form when the Liquidator clicks on ' <b>Generate Sale of Assets – Private Sale Report</b> ' and allow the Liquidator to submit this form along with the final report to NCLT.   |
| <b>J. Sale of Assets - E-Auction Notice Publishing and EAPD preparation</b> |  |
| J.1   | The system should enable the Liquidator to take SCC's approval for conducting asset sale by conducting meeting and e-voting.   |
| J.2   | <p>The system should enable the Liquidator to create the online EAPD form (<i>through dynamic forms feature</i>) accessible to bidders while submitting the EAPD response. The system should generate the form link and incorporate it in the draft EAPD.</p> <p>The following fields (<i>non-exhaustive list</i>) below should be auto populated in the Draft EAPD as per the information available in the iPIE:</p> <ul style="list-style-type: none"> <li>• CIN of debtor</li> <li>• Name of Debtor</li> <li>• ROC Code</li> <li>• Company Category</li> <li>• Class of company</li> <li>• Date of incorporation</li> <li>• Registered address of the CD</li> <li>• EMD Amount</li> <li>• Asset Details (as per the Asset Register)</li> <li>• Auction Details</li> </ul> |
| J.3   | The system should allow the release of EAPD for one or more or all assets of CD. The system should also be capable of linking the minutes of SCC meeting approving the bifurcation of assets for sale in case all the assets are not being considered for EAPD.  |
| J.4   | The system should enable the Liquidator to create eligibility criteria fields in EAPD form ( <i>through dynamic forms feature</i> ).   |
| J.5   | A draft EAPD in word format should be downloaded on the Liquidator's machine where some pre-populated details about CD and editable sample clauses as per the pre-defined template of EAPD present in the system are already available. The system should allow the Liquidator to upload the final version of EAPD document.   |
| J.6   | The system should allow the Liquidator to request for quotes from newspaper vendors for E-auction notice (Invitation of Bids for E-auction of Assets) publishing and enter the required information in ' <b>Quotations Information</b> '.  |
| J.7   | Before publishing the E-Auction notice, the system should enable the Liquidator to conduct meeting with SCC through <b>Stakeholder Management Module</b> for taking approval on EAPD, eligibility criteria and the E-Auction details.  |

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| J.8  | After finalization of EAPD, the system should allow the Liquidator to push the documents to be auto uploaded to IBBI portal through API.<br><br>[The same documents shall be manually uploaded to CD website and other relevant websites by Liquidator.]  |
| J.9  | After publication of E-auction notice, the system should allow the Liquidator to upload the relevant details of publication dates, location, jurisdiction, newspaper details (auto fetched from selected quotes), cost of publication (saved in Finance/Cost management module), meeting minute for SCC approval on EAPD, etc.  |
| <b>K. EAPD Bid Response Submission and Final List of Qualified Bidders</b> |   |
| K.1  | On clicking the link published, the system should allow the registered prospective bidders to be navigated to 'Submit EAPD response' screen.  |
| K.2  | The system should allow the prospective bidders to enter the required information including response to eligibility criteria fields and upload their relevant documents.  |
| K.3  | <p>The system should allow the prospective bidders to fill required data (e.g., audited financials, income tax return, net worth certificate, etc.) in specified fields as per the requirements in the response form. The following indicative fields below should be available for submission by bidders while filing EAPD response (some details to be auto filled based on user profile):</p> <ul style="list-style-type: none"> <li>• Name of the Bidder (Individual/NRI/Partnership firms &amp; LLPs/Companies)</li> <li>• Address</li> <li>• Telephone No.</li> <li>• E-mail</li> <li>• PAN</li> <li>• GST</li> <li>• Date of Establishment along with Documentary Proof:</li> <li>• Nature of Establishment</li> <li>• Audited Financials (for past 3 years)</li> <li>• Income Tax Returns (for past 3 years)</li> <li>• Net Worth Certificate</li> <li>• Individual Bidder Details (Voter ID, Aadhar, PAN)</li> <li>• Non-Resident Indian(s) Details (Passport, Residence VISA, PAN)</li> <li>• Partnership firms &amp; LLPs Details (Registration certificate, Partnership deed, PAN)</li> <li>• Companies Details (Certificate of incorporation, Resolution from Directors, PAN)</li> </ul> |
| K.4  | Post submission of interest by prospective bidders, the system should notify the Liquidator of the submissions.   |
| K.5  | <ul style="list-style-type: none"> <li>• Based on the meta data submitted by the prospective bidders for EAPD, the system should enable the Liquidator to view the overall capabilities of the bid documents uploaded and mark the bid as eligible to '<b>Provisional list of Qualified Bidders</b>'.</li> <li>• The system should make the links, to request company related information from MCA 21 or other private platforms, available for the Liquidator to verify company details.</li> <li>• The system should notify the potential bidder of acceptance/rejection of their response.</li> </ul>  |
| K.6  | In case of any potential bidder not meeting the eligibility criteria, the system should allow the Liquidator will have the option to reject the application along with reasons of rejection.  |
| K.7  | The system should enable the Liquidator to conduct SCC meetings (if required) before the stipulated last date of submission for bids like extension of date for cases where no bid is submitted, or prospective bidders require extension.  |

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| K.8   | The system should allow the Liquidator to mark the finally shortlisted prospective bidders as 'Final List of Qualified Bidders' and publish the same to SCC through communication tool.  |
| K.9   | <ul style="list-style-type: none"> <li>The system should allow the Liquidator to have the option to mark prospective bidders disqualified from 'Final List of Qualified Bidders' if such communication or information is received by Liquidator.</li> <li>The system should mandate the Liquidator to provide the reason for marking disqualified along with uploading of relevant proof.</li> </ul>   |
| <b>L. Configuring and Conducting Auction Event through E-Auction tool</b> |  |
| L.1   | The system should allow the Liquidator to configure the online Auction event settings for the sale of assets on the E-Auction tool.  |
| L.2   | The system should enable the Liquidator to fill the auction details, auction type, bid increments, reserve prices, terms and conditions, minimum bids, asset details, asset images or documents (if any), asset categorization, bid opening and close time, etc. as part of configuration of the Auction event.  |
| L.3   | <p>The system should capture the below indicative, non-exhaustive fields while configuring auction event.:</p> <ul style="list-style-type: none"> <li>iPIE Case ID (A)</li> <li>Name of Corporate Debtor/Person (A)</li> <li>Liquidation Commencement Date (A)</li> <li>Auction ID</li> <li>Auction Type</li> <li>Asset ID</li> <li>Asset Type</li> <li>Asset Details</li> <li>Bid Opening Date and Time</li> <li>Bid Closing Date and Time</li> <li>Reserve Price</li> <li>Bid Increment</li> <li>Asset Images or Documents upload (if any)</li> </ul>  |
|   | *Fields marked as (A) can be auto fetched from the previous modules or steps of the ongoing process.   |
| L.4   | The system should allow the Liquidator to add, modify, delete, or customize the relevant and irrelevant fields respectively as per the process requirements.   |
| L.5   | The system should enable the Liquidator to generate the auction link through the E-Auction tool and mention the same link in E-auction notice, published for interested bidders.   |
| L.6   | <p>The system should allow the qualified bidders to participate in the e-Auction on the specified date and time as mentioned in E-auction notice and choose the assets they are interested to buy along with their bid price. The asset details present in iPIE shall be viewed from E-Auction tool through integration. The system should capture the below fields from the Qualified Bidders while bidding.</p> <ul style="list-style-type: none"> <li>Select Asset (interested to buy from Asset List)</li> <li>Bid Price (for each asset)</li> </ul> |
| L.7   | An auction will be transparent, and the system should always display the highest bid at any given point to the other bidders.  |
| L.8   | <ul style="list-style-type: none"> <li>The system should enable the Liquidator to declare the Successful Bidder for the asset by sending notification to all the qualified bidders, at the end of the E-Auction phase.</li> </ul>  |

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|------|--|
|      | <ul style="list-style-type: none"> <li>The system should enable the Liquidator to determine the Successful Bidders based on highest bids received for each asset via the E-Auction tool.</li> </ul>  |
| L.9  | In case of any default of any terms & conditions of E-auction process including default in payment by the Successful Bidder, the system should allow the Liquidator to declare the next highest Bidder as the Successful Bidder or put to re-auction and notify all qualified bidders.   |
| L.10 | The sale of assets will stand completed once payment of the full amount of consideration is paid by the successful bidder. The system should allow the liquidator to execute certificate of sale or sale deed to transfer such assets and deliver the assets to successful bidder in the manner specified in the terms of sale.  |
| L.12 | <p>The system should capture the below indicative fields (<i>non-exhaustive list</i>) for payment in iPIE through API or manually to be entered the Liquidator:</p> <ul style="list-style-type: none"> <li>Asset ID</li> <li>Asset Type</li> <li>Asset Details</li> <li>Successful Bidder Details for the Asset</li> <li>Successful Bid Price/Value</li> <li>Amount already paid by Successful Bidder</li> <li>Amount Yet to be paid by Successful Bidder</li> <li>Date of Payment</li> <li>UTR/Cheque details</li> <li>Upload Certificate of Sale or Sale Deed</li> <li>Total Realization (to be updated after every auction)</li> <li>Grand Total of Assets sold/assigned till date (to be updated after every auction)</li> </ul> |
| L.11 | The system should allow the Liquidator to also conduct multiple rounds of online auctions to maximize the realization from the sale of the assets, and promote the best interests of the creditors, along with capturing auction details against assets in Liquidation Estate.   |

#### M. Distribution of Proceeds

|     |  |
|-----|--|
| M.1 | The system should allow the user to access this particular service which should further allow the user to perform all the services as mentioned in <b>Section C</b> of 2.1.7 (Resolution/Repayment Implementation and Monitoring). |
|-----|--|

#### N. Deposit of Unclaimed Proceeds

|     |   |
|-----|---|
| N.1 | The system should enable the Liquidator to deposit the amount of unclaimed dividends, if any, and undistributed proceeds, if any, in a liquidation process along with any income earned thereon till the date of deposit, into the Corporate Liquidation Account. [ <i>In case of VL, this account is known as Corporate Voluntary Liquidation Account.</i> ] |
| N.2 | The system should open a form, capturing required details, when the Liquidator clicks on " <b>Deposit of Unclaimed Dividends and/or Undistributed Proceeds</b> ". The indicative field list to be captured in this form is mentioned in the section 'Form Details' below.   |
| N.3 | After submitting the form in iPIE, the system should generate a form in standard format when the Liquidator clicks on ' <b>Generate Deposit of Unclaimed Dividends and/or Undistributed Proceeds</b> '.   |
| N.4 | The system should allow the Liquidator to download PDF of this form as the evidence of deposit of the amount into the Corporate Liquidation Account and submit to RoC and IBBI.   |
| N.5 | The system should allow the Liquidator to proceed to IBBI through SSO for submission of this form.  |

|     |   |
|-----|---|
| N.6 | After depositing the unclaimed amount, the system should allow the liquidator to upload the Receipt from IBBI for any amount deposited into the Corporate Liquidation Account and capture the transaction acknowledgement No. |
|-----|---|

#### O. Submission of Final Report

|     |   |
|-----|---|
| O.1 | On completion of the Liquidation process, the system should enable the Liquidator to prepare the Final Report.  |
| O.2 | <p>The system should open a form to capture below details (<i>indicative, non-exhaustive list</i>) when the Liquidator clicks on 'Draft Final Report'.</p> <ul style="list-style-type: none"> <li>• Background of the CD</li> <li>• Conduct of liquidation process</li> <li>• Realization &amp; distribution of assets</li> <li>• Claims satisfied</li> <li>• Accounts &amp; audit</li> <li>• Status of ongoing cases</li> <li>• List of pending issues</li> <li>• Comparison between estimated &amp; actual liquidation cost</li> </ul> <p>The system should allow the Liquidator to manually append the qualitative details and annexures in the report after downloading the draft report.</p> |
| O.3 | On submitting the above details, the system should generate a draft version of the Final Report and allow the Liquidator to download the same.  |
| O.4 | The system should enable the Liquidator to edit the draft document and add/modify details as required to create the final version of the Final Report.  |
| O.5 | The system should allow the Liquidator to upload the final report and submit the same with IBBI application through API.  |
| O.6 | The system should enable the Liquidator to generate and digitally sign the INC 28 e-form for submission to MCA for change of status of the CD. The system should update the company status on MCA 21 on the basis of CIN number.  |
| O.7 | The system should allow the Liquidator to login to NCLT via SSO authentication and file an application to submit the Final Report along with compliance certificate.  |

#### P. Order for Dissolution/Closure/ Discharge by NCLT

|     |  |
|-----|--|
| P.1 | The system should allow the IP to capture the required details of the liquidation process completion by clicking 'Dissolution/Closure/ Discharge' link.  |
| P.2 | The system should allow the Liquidator to proceed to file Dissolution/Closure/Discharge application to NCLT along with all final reports and compliance certificate and map the case proceeding details and the final NCLT order with a unique ID.   |
| P.3 | After consultation with SCC and considering their perspectives and recommendations, the system should allow the Liquidator to apply for early dissolution to the NCLT. A detailed report of the SCC consultation should be uploaded in iPIE which should be fetched while filing the application to NCLT through iPIE. |
| P.4 | The system should be able to update the company status in MCA 21 via INC 28 form submission.   |

#### Q. Liquidation Reports Submission

|     |   |
|-----|---|
| Q.1 | <ul style="list-style-type: none"> <li>• The system should allow the Liquidator to initiate the preparation of the preliminary report by clicking on "Generate Draft Liquidation Preliminary Report" link, collate/fetch the data from</li> </ul> |
|-----|---|

|     |  |
|-----|--|
|     | <p>other modules like Records Management module, etc. and fill the other details manually in the draft Preliminary Report.</p> <ul style="list-style-type: none"> <li>The system should then allow the Liquidator to upload the final version of Preliminary Report and submit the same to NCLT via proceeding to e-filing through SSO.</li> </ul>   |
| Q.2 | <p>The system should allow the Liquidator to prepare the asset memorandum by clicking on “<b>Generate Draft Asset Memorandum</b>” link, collate/fetch the data from other modules like Records Management module, etc. and fill the other details manually in the draft Asset Memorandum such as (<i>indicative and non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>Description of the asset</li> <li>Location</li> <li>Liquidation values given by each valuer</li> <li>Average liquidation value</li> <li>Intended manner &amp; mode of sale</li> <li>Expected amount of realization</li> </ul>   |
| Q.3 | <p>The system should then allow the Liquidator to upload the final version of Asset Memorandum to iPIE and submit the same to NCLT via e-filing through SSO. The following data should be captured by the system after submission:</p> <ul style="list-style-type: none"> <li>Date of filing of AM with the NCLT</li> <li>Date of order by NCLT taking the AM into records</li> </ul>  |
| Q.4 | <p>The system should allow the Liquidator to file multiple progress reports at fixed intervals to NCLT, defined as per the liquidation process. System should send reminder notification to the Liquidator as per defined intervals as indicated below:</p> <ul style="list-style-type: none"> <li>1<sup>st</sup> Progress Report (PR) within 15 days after the end of the quarter in which he is appointed</li> <li>Subsequent Progress Reports (PR) within 15 days after the end of every quarter</li> <li>Last Progress Report (PR) within 15 days of cessation of his role as liquidator</li> </ul>  |
| Q.5 | <p>The system should allow the Liquidator to draft a Progress Report in word format on his machine with some pre-populated details and editable sample clauses as per the pre-defined template of Progress Report present. System should capture the below indicative fields (<i>non-exhaustive list</i>) while generating Progress Report:</p> <ul style="list-style-type: none"> <li>Name of Corporate Debtor/Person (A)</li> <li>Liquidation Commencement Date (A)</li> <li>Bank Account No</li> <li>Cumulative amount of receipts and payments</li> <li>Statement indicating any material change in expected realization of any property proposed to be sold, along with the basis for such change</li> <li>Assets sold during the quarter</li> <li>Asset sale report (for the quarter)</li> <li>Period covered under the PR</li> <li>Last date for filing the PR</li> <li>Date of filing of PR with the AA</li> <li>Case no of the application</li> </ul> |

\*Fields marked as (A) can be auto fetched from the previous modules or steps of the ongoing process.

|   |  |
|---|--|
| Q.6   | <p>The system should then allow the Liquidator to upload the final version of Progress report and submit the same to NCLT via e-filing through SSO. The following data should be captured in the system after submission:</p> <ul style="list-style-type: none"> <li>• Date of filing of Progress Report and Asset Sales Report with the NCLT</li> <li>• Date of order by NCLT taking the Progress Record and Asset Sales Report into records</li> </ul>   |
| Q.7   | <p>The system should allow the Liquidator to prepare asset sale report on the sale of every asset of the CD through "Generate Draft Asset Sale Report" link and file the same with the PR of the quarter to NCLT through e-filing. The asset sale report should contain following indicative fields that can be auto fetched from the previous or current modules:</p> <ul style="list-style-type: none"> <li>• the realized value</li> <li>• cost of realization if any</li> <li>• the manner and mode of sale</li> <li>• if the value realized is less than the value in the AM, the reasons for the same</li> <li>• the person to whom the sale is made</li> <li>• any other details of the sale</li> </ul> |
| Q.8   | <p>The system should then allow the Liquidator to upload the final version of Asset Sale Report and submit the same to NCLT via e-filing through SSO.</p>  |
| <b>R. Intimation to CD, Board, Statutory authorities, Workman/employees, etc.</b> |  |
| R.1   | <p>The system should allow the Liquidator to upload the notice for approval of resolution plan in the CD's website.</p>  |
| R.2   | <p>The system should intamate the stakeholders (e.g., FCs/OCs, Board of Directors, and management of CD, KMP, security trustees, workmen/employees, statutory authorities, etc.) on approval of resolution plan in pre-defined email template (with an enclosed copy of NCLT's order), when the Liquidator clicks on 'Intimation on Dissolution/Discharge Order'.</p>  |

#### 1.1.8.1 Form Details

The system should be able to autogenerate the below mentioned form in this module for **Deposit of Unclaimed Dividends and/or Undistributed Proceeds** as per the IBC process.

| Sr.# | Name of Process       | Name of Forms |
|------|-----------------------|---------------|
| 1    | Corporate Liquidation | Form I        |
| 2    | Voluntary Liquidation | Form G        |

The fields listed below should be automatically populated in the aforementioned forms using the data collected in iPIE from various services within the Liquidation Module or other modules in the system.

| Sr.# | Name of Field  |
|------|--|
| 1    | Name of corporate debtor                               |
| 2    | Identification Number of CD (CIN/DIN)                  |
| 3    | CIRP Commencement Date                                 |
| 4    | Liquidation Commencement Date                          |
| 5    | Date of Deposit into the Corporate Liquidation Account |

|  |   |
|--|---|
| 6  | Amount deposited into the Corporate Liquidation Account   |
| 7  | Bank Account from which the amount is transferred to Corporate Liquidation Account<br>(a) Account No:<br>(b) Name of Bank:<br>(c) IFSC:<br>(d) MICR:<br>(e) Address of Branch of the Bank:  |
| 8  | Details of the Amount (Rs.) deposited into Corporate Liquidation Account<br>(a) Unclaimed dividends<br>(b) Undistributed proceeds<br>(c) Income earned till the due date of deposit<br>(d) Interest at the rate of twelve per cent on the amount retained beyond due date (Please show computation of interest amount)<br>Total |
| 9  | Details of Stakeholders entitled to Unclaimed Dividends or Undistributed Proceeds (Name, Address, Phone No, Email Address, PAN, CIN, Aadhar No., Amount Due, Nature of Amount, Remarks)   |
| 10   | Details of Deposit made into the Corporate Liquidation Account  |
| 11   | Reason/Remarks for unclaimed amount   |
| <b>Voluntary Liquidation Form Fields</b>   |   |
| 14   | Name of corporate Person  |
| 15   | Identification Number of corporate Person (CIN/LLPIN)   |
| 16   | Voluntary Liquidation Commencement Date   |
| <b>Note:</b> In case of VL, Corporate Liquidation Account is known as Corporate Voluntary Liquidation Account. |   |

### 1.1.9 Compliance Management

The purpose of the Compliance Management module is to facilitate and streamline the management of regulatory compliances of the corporate debtor with various organizations – such as statutory authorities (Income Tax, GST, EPFO, ESIC, etc.), IBBI, MCA, NCLT and IPAs. This module shall focus on the regulatory adherence and includes features such as ensuring compliance with laws and regulations through tracking and monitoring.

| A. Compliance to Statutory Authorities |   |
|--|---|
| A.1                                    | The system should allow the user to get redirected to a screen with links to file compliances to various entities/institutions by clicking on 'Manage Compliances' button/link.   |
| A.2                                    | <ul style="list-style-type: none"> <li>The system should allow the IP to select the required template (from a list of pre-defined templates) &amp; list of recipients by clicking on 'Submit Compliance to Statutory Authorities' and download the draft template in word format with few auto-populated field values.</li> <li>The system should send an autogenerated email to all the selected recipients when the IP clicks on 'Send Intimation' button after updating the document and uploading a pdf copy of the same.</li> <li>The system shall also be able to track the delivery status of intimation.</li> </ul> |
| B. Compliance to IBBI                  |   |

|                              |   |
|------------------------------|---|
| B.1                          | The system should allow the user to get redirected to a screen with links to file compliances to various entities/institutions by clicking on 'Manage Compliances' button/link.   |
| B.2                          | The system should open a window when the user clicks on 'Submit Compliance to IBBI' to show the below options: <ul style="list-style-type: none"> <li>• CIRP Compliance Forms</li> <li>• Liquidation Compliance Forms</li> <li>• Generate Draft Form H</li> </ul>   |
| B.3                          | The system should redirect the IP to IBBI portal (through SSO) upon clicking on 'CIRP Compliance Forms' and/or 'Liquidation Compliance Forms' to respectively fill and submit CP Forms 1-5 and/or Liquidation Compliance Forms (few fields of which shall get auto populated).  |
| B.4                          | <ul style="list-style-type: none"> <li>• When the IP clicks on 'Generate Draft Form H' button, the system should be able to open the pre-defined Form H and allow the IP to select the purpose of the very form (CIRP, Liquidation or VL).</li> <li>• The system should allow the IP to manually fill the remaining form details and directly submit the form to IBBI along with his digital signature, upon clicking on 'Submit to IBBI'.</li> <li>• The system should download a PDF copy of the submitted form on the IP's local system and save a copy of the same in DMS.</li> </ul> |
| <b>C. Compliance to NCLT</b> |   |
| C.1                          | The system should allow the user to get redirected to a screen with links to file compliances to various entities/institutions by clicking on 'Manage Compliances' button/link.   |
| C.2                          | The system should open a window when the user clicks on 'Submit Compliance to IBBI' to show the below options: <ul style="list-style-type: none"> <li>• Proceed to NCLT Application</li> <li>• Generate Draft Form H</li> </ul>   |
| C.3                          | <ul style="list-style-type: none"> <li>• When the IP clicks on 'Generate Draft Form H' button, the system should be able to open the pre-defined Form H and allow the IP to select the purpose of the very form (CIRP, Liquidation or VL).</li> <li>• The system should allow the IP to manually fill the remaining form details and generate the form upon clicking on 'Generate' button.</li> <li>• The system should download a PDF copy of the submitted form on the IP's local system and save a copy of the same in DMS.</li> </ul>   |
| C.4                          | Upon clicking on 'Proceed to NCLT Application', the system should redirect the IP directly to NCLT e-Filing portal (through SSO) and allow him to file an application by submitting the below compliance documents. <ul style="list-style-type: none"> <li>• Preliminary Report</li> <li>• Asset Memorandum</li> <li>• Quarterly/Monthly Progress Reports</li> <li>• Asset Sale Report</li> <li>• Compliance Certificate - Form H</li> </ul>  |
| <b>D. Compliance to IPA</b>  |   |
| D.1                          | The system should allow the user to get redirected to a screen with links to file compliances to various entities/institutions by clicking on 'Manage Compliances' button/link.   |

|                             |  |
|-----------------------------|--|
| D.2                         | Upon clicking on 'Submit Compliance to IPA', the system should open a pre-defined form template with a dropdown and allow the IP to select options (Relationship Disclosure, Cost Disclosure, Intimation for Appointment/Demit of Professionals & Legal Disclosure). |
| D.3                         | On the basis of the selected option, the system should dynamically populate the fields (with mostly pre-filled ones) and allow the IP to submit the form after manually filling the remaining details.   |
| <b>E. Compliance to MCA</b> |  |
| E.1                         | The system should allow the user to get redirected to a screen with links to file compliances to various entities/institutions by clicking on 'Manage Compliances' button/link.  |
| E.2                         | Upon clicking on 'Submit Compliance to MCA', the system should open a pre-defined template of INC-28 (with mostly pre-filled fields) and allow the IP to fill the remaining details and submit the form directly to MCA along with his digital signature.            |

#### 1.1.9.1 Form Details

The following table delineates the sections and associated fields within the compliance forms available in the IBBI portal. As envisioned for iPIE solution, while submitting compliance forms to IBBI via the 'Compliance Management' Module in iPIE through API integration, the system is expected to automatically populate these sections based on data captured from various modules and services (as indicated below) at different stages.

The following details shall be captured in the **Claims Management** and **Process Commencement** modules. The data structure, exact no of fields, field names and type shall be defined by the System Integrator (SI) during project phases.

| Details of the IP   |   |
|---|---|
| 1   | Name                                      |
| 2   | Reg. No.                                  |
| 3   | Stage of IP appointment                   |
| 4   | Role of IP                                |
| 5   | Process for which being engaged           |
| 6   | Date of consent                           |
| 7   | Application to be filed under section     |
| Details of Debtor   |   |
| 10  | Name of the Debtor                        |
| 11  | Type of Debtor                            |
| 12  | CIN/ LLPIN                                |
| 13  | PAN                                       |
| 14  | CD to which PG given                      |
| 15  | PAN of CD to which PG given               |
| Details of applicant / Authorised representative of applicant |   |
| 16  | Category of applicant                     |
| 17  | Name of the applicant                     |
| 18  | PAN                                       |
| 19  | Address                                   |
| 20  | Email id.                                 |
| 21  | Telephone no.                             |
| 22  | Name of Authorised representative, if any |
| 23  | PAN                                       |
| 24  | Authorization given on                    |

|  |  |
|--|--|
| 25   | Email id.  |
| 26   | Telephone no.  |
| 27   | NCLT Bench   |
| <b>Details of the IP</b>                       |  |
| 28   | Name   |
| 29   | Reg. No.   |
| 30   | Role   |
| <b>Details of the Corporate Debtor</b>         |  |
| 31   | Name of the CD   |
| 32   | PAN  |
| 33   | CIN/ LLPIN   |
| 34   | Industry / sector  |
| 35   | Date of incorporation                                      |
| 36   | Address of registered office                               |
| 37   | Address of principal office                                |
| 38   | Address of corporate office                                |
| 39   | Registered email address                                   |
| 40   | Name of promoters  |
| 41   | PAN of promoters   |
| 42   | DIN of Promoter, if he is the Director                     |
| 43   | URL of the website of company                              |
| <b>Details of the Personal Guarantor</b>       |  |
| 44   | (a) Name of the personal guarantor                         |
| 45   | (b) PAN  |
| 46   | (d) Residential Address                                    |
| 47   | (e) Address for Correspondence                             |
| 48   | (f) Mobile Number  |
| 49   | (g) Email Id   |
| 50   | Relationship Type(PG)                                      |
| 51   | Relationship with whom(CD)                                 |
| 52   | Amount of Default for which the Guarantee has been invoked |
| 53   | Total Amount of Debt                                       |
| <b>Details of the admission of application</b> |  |
| 54   | IAAA Number  |
| 55   | Filing Number  |
| 56   | NCLT Bench   |
| 57   | Application/Petition No                                    |
| 58   | Date of filing to AA                                       |
| 59   | Application filed under Section                            |
| 60   | Name of the Applicant/Petitioner                           |
| 61   | PAN of the Applicant/Petitioner                            |
| 62   | Address of the Applicant/Petitioner                        |
| 63   | Date of admission  |
| 64   | Date of AA Order appointing the IRP                        |
| 65   | Date of receipt of order by IRP                            |
| 66   | Date of Upload of Order by NCLT                            |

| <b>Details of default</b>                 |  |
|---|--|
| 67  | Name of the creditor                       |
| 68  | PAN of the creditor                        |
| 69  | Amount of underlying default               |
| 70  | Date of default                            |
| 71  | Principal amount                           |
| 72  | Interest up to date                        |
| 73  | Interest amount                            |
| <b>Details of the Public announcement</b> |  |
| 74  | Date of issue                              |
| 75  | Media Type                                 |
| 76  | Name of newspaper/URL of the PA on website |
| 77  | Language                                   |
| 78  | Location (city)                            |
| 79  | Attach Scan Copy of the newspaper          |
| 80  | Last date of submission of claim           |
| 81  | Email id for submission of claims          |
| 82  | Remarks, if any                            |
| 83  | URL of updated Claims                      |
| <b>Details of the Proposed AR</b>         |  |
| 84  | Creditor Class Being Represented           |
| 85  | Reg Number of Proposed AR                  |
| 86  | Name of Proposed AR                        |
| 87  | Category of creditor                       |
| 88  | Name of creditor                           |
| 89  | PAN of creditor                            |
| 90  | Whether related party                      |
| 91  | AmtClaimFC                                 |
| 92  | % of voting share in CoC                   |
| 93  | Nature of claim received                   |
| 94  | Nature of Claim against CD (in case of FC) |
| 95  | Date of claim receipt                      |
| 96  | Date of Default                            |
| 97  | OutstandingPrincipal                       |
| 98  | AmtOtherThanPrincipal                      |
| 99  | AmtTotal                                   |
| 100                                       | DateVerified                               |
| 101                                       | ClaimStatus                                |
| 102                                       | Start Date of Outstanding Principal        |
| 103                                       | -End date                                  |
| 104                                       | -Frequency                                 |
| 105                                       | -Rate of interest                          |
| 106                                       | ClaimStatus                                |
| 107                                       | AmtClaimComponent                          |
| 108                                       | Penalty Start Date                         |
| 109                                       | End date                                   |

|                                     |  |
|-------------------------------------|--|
| 110                                 | Rate of interest                                     |
| 111                                 | Frequency  |
| 112                                 | ClaimStatus  |
| <b>Security details</b>             |  |
| 113                                 | Details of security interest                         |
| 114                                 | Value of the security                                |
| 115                                 | Latitude   |
| 116                                 | Longitude  |
| 117                                 | Charge Details                                       |
| 118                                 | Date of creation                                     |
| 119                                 | ClaimId  |
| 120                                 | AssetId  |
| 121                                 | Nature of charge                                     |
| 122                                 | Amount of claim covered by security interest         |
| 123                                 | ClaimStatus  |
| <b>Claims admitted details</b>      |  |
| 124                                 | Amount admitted                                      |
| 125                                 | Amount of contingent claim                           |
| 126                                 | Amount of claim not admitted (rejected)              |
| 127                                 | Amount of claim under verification                   |
| <b>Restart of CIRP at any Stage</b> |  |
| 128                                 | Date of restart of process                           |
| 129                                 | Reason for restarting process                        |
| 130                                 | Stage at which process re-starts                     |
| 131                                 | Form is being filed for (Dropdown Menu)              |
| 132                                 | Date of Issue of Auction Notice in Newspapers        |
| 133                                 | Last Date of Submission of EMD (including extension) |
| 134                                 | Date of Auction                                      |
| 135                                 | Media Type   |
| 136                                 | Name of newspaper/ URL of the PA on website          |
| 137                                 | Language   |
| 138                                 | Location (city)                                      |
| 139                                 | Attach Scan Copy of the newspaper                    |

The following details shall be captured in the **Resolution Implementation & Monitoring Committee** and **Resolution/Repayment** modules. The data structure, exact no of fields, field names and type shall be defined by SI during Project Phases.

| <b>Details of the EOI</b> |  |
|---------------------------|--|
| 1                         | Date of invitation of expression of interest                           |
| 2                         | Name of newspaper  |
| 3                         | Location   |
| 4                         | Website of CD, if available  |
| 5                         | URL of website   |
| 6                         | Last date for receipt of expression of interest                        |
| 7                         | Date of issue of provisional list of prospective resolution applicants |
| 8                         | Last date for submission of objections to provisional list             |

|    |   |
|----|---|
| 9  | Date of issue of EOI on website of IBBI                     |
| 10 | Process email id to submit EOI                              |
| 11 | Details of main products/services                           |
| 12 | Details of Place where majority of fixed assets are located |
| 13 | Number of employees   |
| 14 | Number of workers   |
| 15 | Eligibility for resolution applicant                        |
| 16 | Financial statements (with schedules) of two years          |
| 17 | Dates for subsequent events of the process                  |
| 18 | Reason for subsequent EOI                                   |
| 19 | Form G attachment   |
| 20 | Resolution/sale in parts?                                   |
| 21 | Whether invitation envisages resolution/sale in part?       |
| 22 | If yes, no. of parts?                                       |
| 23 | Part number   |
| 24 | Part name   |

#### **Details of the RFRP and evaluation matrix**

|    |  |
|----|--|
| 26 | Date of issue of RFRP                        |
| 27 | Last date for submission of resolution plans |
| 28 | Details of evaluation matrix                 |
| 29 | Amount of EMD                                |
| 30 | Reason for subsequent issue                  |

#### **Details of the PRAs**

|    |  |
|----|--|
| 31 | Whether plans envisage resolution in part? |
| 32 | If yes, no. of parts?                      |
| 33 | Part number                                |
| 34 | Number of replies received for EoIs        |

#### **Details of PRAs for whole and each part**

|    |   |
|----|---|
| 35 | Name of PRAs  |
| 36 | PAN   |
| 37 | Address of PRA                                      |
| 38 | Mobile Number of PRA                                |
| 39 | Email id of PRA                                     |
| 40 | Category  |
| 41 | Entity Type   |
| 42 | Eligible under Sec 29A - Y/N                        |
| 43 | If no, how ineligible                               |
| 44 | Sector  |
| 45 | Name of member of entity                            |
| 46 | PAN of member of entity                             |
| 47 | % share of member in the entity                     |
| 48 | Date on which RFRP and evaluation matrix was issued |
| 49 | Date on which RFRP and evaluation matrix was issued |
| 50 | Date on which list of PRAs was finalised            |

#### **Details of the RAs**

|    |  |
|----|--|
| 51 | Number of resolution plans received for CD as a whole  |
| 52 | Number of resolution plans received for part assets/CD |

| <b>Details of Resolution Applicant and plan - For CD as whole</b>                 |   |
|---|---|
| 53  | Asset/business for which plan received  |
| 54  | Name of the RA  |
| 55  | PAN   |
| 56  | Address of RA   |
| 57  | Mobile Number of RA   |
| 58  | Email id of RA  |
| 59  | Category  |
| 60  | Others - category   |
| 61  | Amount of any non-refundable deposit stipulated under RFRP or before submission of plan |
| <b>Details of Resolution Applicant and plan - For part assets/ business of CD</b> |   |
| 63  | Name of the RA  |
| 63  | PAN   |
| 64  | Address of RA   |
| 65  | Mobile Number of RA   |
| 66  | Email id of RA  |
| 67  | Category  |
| 68  | Others - category   |
| 69  | Assets/ Business Type for which resolution plan submitted                               |
| 70  | Amount of any non-refundable deposit stipulated under RFRP or before submission of plan |
| <b>Details of the compliant plans received</b>                                    |   |
| 71  | Compliant Resolution plan(s) Received   |
| 72  | Number of resolution plans received for CD as a whole                                   |
| 73  | Number of resolution plans received for part assets/CD                                  |
| 74  | Details of Resolution Applicant and plan - For CD as whole                              |
| 75  | Asset/business for which plan received  |
| 76  | Name of the RA  |
| 77  | PAN   |
| 78  | Category  |
| 79  | Others - category   |
| 80  | Total Plan value (NPV)  |
| 81  | Evaluation Matrix Score   |
| 82  | % of voting for approval of the plan  |
| <b>Details of Resolution Applicant and plan - For part assets/ business of CD</b> |   |
| 83  | Name of the RA  |
| 84  | PAN   |
| 85  | Category  |
| 86  | Others - category   |
| 87  | Total Plan value (NPV)  |
| 88  | Evaluation Matrix Score   |
| 89  | % of voting for approval of the plan  |
| 90  | Plan part number  |
| 91  | Date of approval by AA  |
| 92  | Name of SRA   |
| 93  | Plan Value (NPV)  |
| 94  | Date when implementation will be complete   |

| <b>Amounts provided for the stakeholder's category</b> |   |
|--|---|
| 95   | Category of Stakeholder                                     |
| 96   | % provided for that category                                |
| 97   | Amounts provided for the stakeholders                       |
| 98   | PAN of creditor   |
| 99   | Amount Admitted   |
| 100  | Form of realisation to stakeholder                          |
| 101  | Amount Provided under the Plan                              |
| 102  | Total amount provided                                       |
| 103  | Amount Provided to the Amount Claimed (%)                   |
| <b>Interests of existing shareholders</b>              |   |
| 104  | Category of Share Holder                                    |
| 105  | Before CIRP shared held                                     |
| 106  | After No. of Shares held                                    |
| 107  | Voting Share (%) held before                                |
| 108  | Voting Share (%) held after                                 |
| <b>Details of Employment</b>                           |   |
| 109  | No. of employees at the end of CIRP period                  |
| 110  | No. of workers at the end of CIRP period                    |
| <b>Contributions beyond realisation</b>                |   |
| 111  | Type of contribution  |
| 112  | Amount  |
| 113  | NPV amount  |
| 114  | Bank Guarantee amount                                       |
| <b>Merger/Demerger/Amalgamation</b>                    |   |
| 115  | Name of entity post resolution                              |
| 116  | PAN of entity   |
| 117  | Date of filing application with AA                          |
| 118  | Date of order of AA   |
| 119  | Whether Application filed before constitution of COC        |
| 120  | Percentage of CoC members who voted in favour of withdrawal |
| 121  | Withdrawal in which stage of CIRP                           |
| 123  | Total Claim amount of creditors (in Rs actual figures)      |
| 124  | Total Settlement amount of creditors (in Rs actual figures) |
| <b>Details of Contravention(s)</b>                     |   |
| 125  | Date of contravention of plan                               |
| 126  | Contravening Party  |
| 127  | Details of Contravention(s)                                 |
| 128  | Clauses of the Plan contravened                             |
| 129  | After filing of application                                 |
| 130  | Application filing number                                   |
| <b>Compromise/Arrangement</b>                          |   |
| 131  | Date of filing of application for compromise or arrangement |
| 132  | Filing number of applications                               |
| 133  | Date of approval of scheme by NCLT                          |
| 134  | Amount realised   |

The following details shall be captured in the **Records Management** and **Litigation Management** modules. The data structure, exact no of fields, field names and type shall be defined by the SI during project phases.

| <b>Details of Information memorandum/ statement of affairs/ Bankruptcy estate/ Asset memorandum</b> |  |
|---|--|
| 1   | Date of submission to CoC                      |
| 2   | Type of value                                  |
| 3   | Date of asset/ liability                       |
| 4   | Total fixed assets                             |
| 5   | Land & Building                                |
| 6   | Plant& Machinery                               |
| 7   | Others   |
| 8   | Total Current assets D=(A+B+C)                 |
| 9   | Inventories (A)                                |
| 10  | Debtors (B)                                    |
| 11  | Other current assets (C)                       |
| 12  | Net worth                                      |
| 13  | Other Long-term liabilities                    |
| 14  | Short Term liabilities                         |
| 15  | Details of P & L items for two proceedings FYs |
| 16  | FY for the P & L account                       |
| 17  | Operating income                               |
| 18  | EBIDTA   |
| 19  | Finance Cost                                   |
| 20  | Net Profit/ Net Loss for the Period            |
| 21  | Other details                                  |
| <b>Tax related</b>  |  |
| 22  | GST input credit amount                        |
| 23  | Brought forward losses and depreciation        |
| 24  | FY   |
| 25  | Amount   |
| 26  | Income Tax MAT credit                          |
| 27  | FY   |
| 28  | Amount   |
| 29  | Tax holidays                                   |
| 30  | Start year                                     |
| 31  | End Date                                       |
| 32  | Exemption %                                    |
| <b>Operations related</b>   |  |
| 33  | Major product/ service wise revenue            |
| 34  | Product/service name                           |
| 35  | Existing Capacity                              |
| 36  | Quantity                                       |
| 37  | Value  |
| 38  | Manufacturing facility                         |
| 39  | Address  |
| 40  | Facility type                                  |
| 41  | Capacity                                       |
| 42  | Distribution channels                          |
| 43  | No. of wholesalers                             |

|   |  |
|---|--|
| 44  | No. of retailers   |
| 45  | No. of e-platforms   |
| 46  | Key customers  |
| 47  | Share %  |
| 48  | Management team  |
| 49  | Name   |
| 50  | Designation  |
| 51  | Experience   |
| 52  | Qualification  |
| 53  | Balance cost to complete the project                                     |
| 54  | Known brand names  |
| <b>Investment in subsidiary companies</b>                                 |  |
| 55  | Parent company   |
| 56  | Subsidiary company   |
| 57  | % in subsidiary  |
| 58  | Associate companies  |
| 59  | % in associate companies   |
| <b>Industry related</b>   |  |
| 60  | Sector   |
| 61  | Industry shares of CD (%)  |
| <b>Details of determination and application of avoidance transactions</b> |  |
| 62  | Date of determination  |
| 63  | If No, reason for the same   |
| 64  | Date of filing application before AA                                     |
| <b>Nature of avoidance transactions for application filed</b>             |  |
| 65  | Nature of transaction  |
| 66  | Name of the beneficiary or party against whom application has been filed |
| 67  | PAN of the beneficiary or party  |
| 68  | Relationship with the debtor   |
| 69  | Brief description of the transaction                                     |
| 70  | Total value of transaction   |
| 71  | Potential loss to the debtor   |
| 72  | Transaction start date   |
| 73  | Transaction end date   |
| 74  | For each valuation capture (at the time of final report)                 |
| 75  | Fair Value   |
| 76  | Liquidation Value  |
| 77  | Where difference in value > 25%, date of appointment of 3rd valuer?      |
| 78  | Date of approval of CoC for appointment of 3rd valuer                    |
| <b>Valuation Report</b>   |  |
| 79  | Date of appointment of RV:   |
| 80  | Name of Valuer   |
| 81  | Date of submission of report:  |
| 82  | Date of CoC meeting in which values shared with CoC:                     |
| <b>Details of report</b>  |  |
| 83  | Class of assets  |

|    |  |
|----|--|
| 84 | Valuation as per Valuer of asset class (L&B)   |
| 85 | Valuation as per Valuer of asset class (P&M)   |
| 86 | Valuation as per Valuer of asset class (S &FA) |
| 87 | Avg Fair Value (L& B)                          |
| 88 | Avg Fair Value (P& M)                          |
| 89 | Avg Fair Value (S& FA)                         |
| 90 | Avg Liquidation Value (L& B)                   |
| 91 | Avg Liquidation Value (P& M)                   |
| 92 | Avg Liquidation Value (S& FA)                  |
| 93 | Avg FV of CD                                   |
| 94 | Avg LV of CD                                   |

**Was more than 2 valuers appointed? Y/N**

|     |  |
|-----|--|
| 95  | If yes, then   |
| 96  | Reason for appointment   |
| 97  | Date of CoC meeting in which such appointment was approved         |
| 98  | Date of appointment of RV  |
| 99  | Date of submission of report                                       |
| 100 | The above Part A and B to populate to capture revise avg LV and FV |
| 101 | Attachments  |

**Details of secured asset**

|     |                         |
|-----|-------------------------|
| 102 | Name of asset           |
| 103 | Class of asset          |
| 104 | Valuer                  |
| 105 | LV of secured asset     |
| 106 | FV of secured asset     |
| 107 | Avg FV of secured asset |
| 108 | Avg LV of secured asset |

**Details of application filed and order of AA**

|     |                                  |
|-----|----------------------------------|
| 109 | Court Type                       |
| 110 | Application filing number        |
| 111 | Case type                        |
| 112 | Case Number                      |
| 113 | Case Year                        |
| 114 | CP filing number                 |
| 115 | Application filed under Statute  |
| 116 | Application filed under section  |
| 117 | Date of filing application       |
| 118 | Name of the authorised person    |
| 119 | PAN of the authorised person     |
| 120 | Designation of authorised person |
| 121 | Name of the petitioner           |
| 122 | PAN of the petitioner            |
| 123 | Role of the petitioner w.r.t. CD |
| 124 | Name of the Respondent           |
| 125 | PAN of the Respondent            |
| 126 | Role of the Respondent w.r.t. CD |

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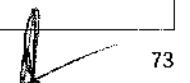
| <b>Purpose of Application</b>          |  |
|--|--|
| 127                                    | Brief details of application               |
| 128                                    | Prayers in application                     |
| 129                                    | Date of Interim Order                      |
| 130                                    | Date of Final order                        |
| 131                                    | Copy of Order                              |
| 132                                    | Brief of order                             |
| 133                                    | Whether Appeal?                            |
| 134                                    | Filing Number of appeal                    |
| 135                                    | Appeal Court Type                          |
| <b>Details of Legal Opinion Sought</b> |  |
| 136                                    | Expert Name                                |
| 137                                    | Statute involved                           |
| 138                                    | section involved                           |
| 139                                    | Date of seeking opinion                    |
| 140                                    | Broad Category of issue involved           |
| 141                                    | Question in brief                          |
| 142                                    | Legal opinion in brief                     |
| 143                                    | Legal opinion_report upload                |
| 144                                    | Date of CoC meeting in which placed        |
| 145                                    | whether CoC in agreement with the opinion? |

The following details shall be captured in the **Compliance Management** and **Finance/Cost Management** modules. The data structure, exact no of fields, field names and type shall be defined by the SI during project phases.

| <b>Resolution Plan details</b>                         |   |
|--|---|
| 1  | Plan Part Number  |
| 2  | Date of Approval of Resolution Plan by CoC                    |
| 3  | Date of Filing of Resolution Plan with Adjudicating Authority |
| 4  | Fair Value  |
| 5  | Liquidation value   |
| 6  | Name of Successful Resolution Applicant                       |
| <b>Voting on resolution plan</b>                       |   |
| 7  | Plan Part Number  |
| 8  | Name of Creditor  |
| 9  | Voting Share (%)  |
| 10   | (Voted for / Dissented / Abstained)                           |
| 11   | % of voting share of CoC passing resolution                   |
| <b>Amounts provided for the stakeholder's category</b> |   |
| 12   | Category of Stakeholder                                       |
| 13   | % provided for that category                                  |
| <b>Amounts provided for the stakeholders</b>           |   |
| 14   | PAN of creditor   |
| 15   | Amount Admitted   |
| 16   | Form of realisation to stakeholder                            |
| 17   | Amount Provided under the Plan                                |

|  |   |
|--|---|
| 18   | Total amount provided   |
| 19   | Amount Provided to the Amount Claimed (%)                               |
| <b>Interests of existing shareholders</b>  |   |
| 20   | Category of Share Holder  |
| 21   | Shares held Before  |
| 22   | Shares held after   |
| 23   | Voting Share (%) held - before  |
| 24   | Voting Share (%) held - after   |
| <b>Compliance of the Resolution Plan</b>   |   |
| 25   | Plan Part Number  |
| 26   | Section of the Code / Regulation No                                     |
| 27   | Clause of Resolution Plan   |
| 28   | Compliance  |
| <b>CIRP has been conducted as per the timeline</b>                                   |   |
| 29   | Timeline chart to be populated based on previous forms                  |
| <b>Time frame proposed for obtaining relevant approvals</b>                          |   |
| 30   | Plan Part Number  |
| 31   | Nature of Approval  |
| 32   | Name of applicable Law  |
| 33   | Name of Authority who will grant Approval                               |
| 34   | When to be obtained   |
| <b>Committee has approved a plan providing for contribution under regulation 39B</b> |   |
| 35   | Estimated liquidation cost:   |
| 36   | Estimated liquid assets available                                       |
| 37   | Contributions required to be made:                                      |
| 38   | Financial creditor wise contribution                                    |
| 39   | Name of FC  |
| 40   | Amount of contribution  |
| <b>Implementing Agency/ Monitoring Committee member</b>                              |   |
| 41   | Type of member  |
| 42   | Name  |
| 43   | Address   |
| 44   | Designation   |
| 45   | Email ID  |
| 46   | Mobile No   |
| 47   | Fee fixed for RP, as part of monitoring committee                       |
| <b>CoC recommendation under regulation 39C/39BA</b>                                  |   |
| 48   | Sale of corporate debtor as a going concern                             |
| 49   | Sale of business(s) of corporate debtor as a going concern              |
| 50   | Assessment of Compromise or Arrangement                                 |
| <b>Expenses incurred by or on Insolvency Professional:</b>                           |   |
| <b>Process Related Expenses</b>  |   |
| 51   | Fee payable to IP   |
| 52   | Cost of insurance for IP  |
| 53   | Other Expenses on/for IP (travel, stay, security etc. related expenses) |
| 54   | Total amount of fees payable to professionals                           |

|   |   |
|---|---|
| 55  | Other expenses on / for professionals   |
| 56  | Expense for meeting venue   |
| 57  | Expense for electronic voting   |
| 58  | Expense for video conferencing  |
| 59  | Expenses for data retention   |
| 60  | Any other expense related to CoC  |
| 61  | Expenses on Public Announcement   |
| 62  | Expenses on invitation of expression of interest                                    |
| 63  | Expenses for CIRP related filing (including Court fee)                              |
| 64  | Expenses for verification of claims   |
| 65  | CIRP related litigation expenses  |
| 66  | Other processes expenses, if any  |
| 67  | Expenses for raising interim finance  |
| 68  | Interest payable on interim finance   |
| <b>Expenses incurred as a going concern</b> |   |
| 69  | Employees and workmen wages/salaries  |
| 70  | Security Personnel Services   |
| 71  | Operating expenses  |
| 72  | Other expenses, if any  |
| 73  | Electricity   |
| 74  | Water   |
| 75  | Telecommunication services  |
| 76  | Information Technology services   |
| 77  | Other essential services, if any  |
| 78  | Other supplies  |
| 79  | Penalties, if any, payable for non-compliance                                       |
| 80  | Sale of non- core assets  |
| 81  | Gross revenue corresponding to the CIRP period (including sale of non- core assets) |
| 82  | Reasons for shortfall of revenue  |
| <b>Interim finance</b>                      |   |
| 83  | Date of raising interim finance   |
| 84  | Platform used for raising   |
| 85  | Name of Interim financier   |
| 86  | PAN   |
| 87  | Address   |
| 88  | Amount of interim finance approved  |
| 89  | Date of approval by CoC   |
| 90  | Amount of interim finance disbursed   |
| 91  | Date of disbursement  |
| 92  | Cost of raising Interim Finance   |
| 93  | Rate of Interest  |
| 94  | Terms of repayment  |
| 95  | Whether security interest created (Yes/ No)   |
| 96  | If yes, provide details of asset on which security interest is created              |
| <b>Details of IP fee</b>                    |   |
| 97  | Fee in capacity of  |



|     |                                   |
|-----|-----------------------------------|
| 98  | FeeType                           |
| 99  | FeeRate                           |
| 100 | Amount of other expenses approved |

The following details shall be captured in the **Stakeholders Management** and **Liquidation Implementation & Monitoring Management** modules. The data structure, exact no of fields, field names and type shall be defined by the SI during project phases.

| Names of authorised representative (AR) identified for each class |  |
|---|--|
| 1   | Class of creditor  |
| 2   | IP Reg no. of identified AR  |
| 3   | Name of the identified AR  |
| 4   | Votes in favour of Identified AR(% or No ??)                                   |
| 5   | Checkbox against each for selected AR  |
| 6   | Date of filing application by RP for AR appointment                            |
| 7   | Date of appointment by AA 21(6A)(b)  |
| 8   | Reason in case the AR is replaced (Replacement of 1st AR or Resignation by AR) |
| Constitution of CoC   |  |
| 9   | Date of constitution   |
| 10  | Date of submission of report on constitution of CoC to AA                      |
| 11  | Reason for delay, if any   |
| Details of Creditors  |  |
| 12  | Total members  |
| 13  | Details of members   |
| 14  | Whether CoC member?  |
| 15  | Name of CoC member   |
| 16  | PAN of CoC Members   |
| 17  | Category of creditor   |
| 18  | Amount of submitted claims   |
| 19  | Amount of admitted claims  |
| 20  | Voting %   |
| 21  | Member of COC  |
| 22  | Name of Representative of FC or class creditor                                 |
| 23  | PAN of Representative  |
| 24  | Phone no   |
| 25  | Email Id   |
| 26  | Details of charge  |
| 27  | Charge ID  |
| 28  | Type of charge   |
| 29  | PAN of creditor  |
| 30  | Priority   |
| Details of the Creditors' Representative                          |  |
| 31  | Name of Creditor(s)  |
| 32  | PAN of Creditor  |
| 33  | Name of Representative   |
| 34  | Name of Representative   |
| 35  | PAN  |

|   |                                      |
|---|--------------------------------------|
| 36  | Designation                          |
| 37  | Number of creditors represented      |
| 38  | Number of creditors represented      |
| 39  | Email Id                             |
| 40  | Mobile Number                        |
| 41  | Date from                            |
| 42  | Date to                              |
| <b>Details of professional</b>                        |                                      |
| 43  | Category of professional             |
| 44  | Name                                 |
| 45  | PAN                                  |
| 46  | Registration number (for RV)         |
| 47  | Asset class (for RV)                 |
| 48  | Date of appointment                  |
| 49  | Date of appointment                  |
| 50  | Purpose of appointment               |
| 51  | Phone                                |
| 52  | Email id                             |
| 53  | Date of final report of professional |
| 54  | End date of Assignment               |
| 55  | Total Fee payable                    |
| 56  | Other expense payable                |
| <b>Disclosure details</b>                             |                                      |
| 57  | Name of professional appointed       |
| 58  | Type                                 |
| 59  | PAN                                  |
| 60  | Date of appointment                  |
| 61  | Submission date of disclosure to IPA |
| 62  | Amount                               |
| <b>Application for Extension/ Exclusion of period</b> |                                      |
| <b>After filing of application</b>                    |                                      |
| 63  | Date of application                  |
| 64  | Filing Number                        |
| 65  | Start date                           |
| 66  | End date                             |
| 67  | Reason                               |
| <b>After receipt of Order</b>                         |                                      |
| 68  | Date of order                        |
| 69  | Start date                           |
| 70  | End date                             |
| 71  | Extra days granted                   |
| 72  | Copy of order                        |
| 73  | Revised date for closure of process  |
| <b>Meeting of CoC /SCC</b>                            |                                      |
| 74  | Number of Meeting of CoC/SCC         |
| 75  | Date of issue of notice and agenda   |

|  |  |
|--|--|
| 76   | Date of meeting  |
| 77   | No. of members forming part of CoC /SCC  |
| 78   | Expenses incurred till the date of this CoC /SCC meeting   |
| 79   | Minutes of last meeting  |
| 80   | Agenda for current meeting   |
| <b>Agenda item</b>                                     |  |
| 81   | Agenda ID  |
| 82   | Agenda Type  |
| 83   | Agenda description   |
| 84   | Voting % Yes   |
| 85   | Voting % required for approval   |
| 86   | Resolution passed  |
| <b>Voting on agenda item</b>                           |  |
| 87   | Agenda ID  |
| 88   | Name of CoC /SCC members   |
| 89   | Voting %   |
| 90   | Vote on agenda item  |
| 91   | Whether Liquidator has taken decision contrary to the advice of SCC  |
| 92   | If Yes to entry no.500, then justification for taking the decision different from the advice given by Consultation Committee to be mentioned |
| 93   | Minutes of meeting wherein contrary decision was taken   |
| <b>Details of approval</b>                             |  |
| 94   | Date of approval for liquidation by CoC  |
| 95   | Approval Percentage voting share of CoC  |
| 96   | Date of Submission of application for liquidation to AA  |
| 97   | Date of liquidation order by AA  |
| 98   | Thereafter open the IP_Assignment Module   |
| 99   | Thereafter open the IP_Fee Module  |
| <b>Amounts admitted for the stakeholder's category</b> |  |
| 100  | Category of Stakeholder  |
| 101  | Amount admitted for that category  |
| 102  | In case of difference from the amount in claim module, ask for updating Claim module   |

### 1.1.10 Litigation Management

This module shall act as a component within legal case management system that is designed to help in managing and streamlining the process of handling legal disputes and litigation with NCLT/NCLAT. The primary purpose of the litigation management module is to facilitate efficient and organized management of legal cases, from initial identification of potential legal issues to their resolution.

| A. Manage Users |  |
|-----------------|--|
| A.1             | The system should allow the IP to invite the authorized legal reps or CoC/SCC/IMC to access case related Legal Management module.      |
| A.2             | The system should redirect the user to navigate to the relevant screen upon clicking on 'Manage User' in Litigation Management module. |
| A.3             | The system should be able to accept user inputs as indicated below and allow the user to submit the form.                              |

|                                     |   |
|-------------------------------------|---|
|                                     | <ul style="list-style-type: none"> <li>• User type – Authorized Rep/Committee Member</li> <li>• Search user – through Name/PAN/PIE registration ID/email/mobile</li> <li>• Select Access Rights - C/R/U</li> </ul>  |
| A.4                                 | The system should allow the user to further publish the litigation records/documents through the communication tool.  |
| A.5                                 | The system should allow the user to include the litigation records/documents during publishing meeting agendas or voting resolutions.   |
| <b>B. Litigations in NCLT/NCLAT</b> |   |
| B.1                                 | The system should navigate the user to Litigation Management module upon clicking on 'View NCLT/NCLAT Litigation Details' link.   |
| B.2                                 | <p>The system should display the list of NCLAT cases to the user, along with its necessary details as indicated below when he clicks to view a case under the link.</p> <ul style="list-style-type: none"> <li>• Diary No</li> <li>• Case No</li> <li>• Case Title</li> <li>• User Party Type (Petitioner/Respondent/Intervener)</li> <li>• Authorized Person</li> <li>• Authorized Person Contact Details</li> <li>• Date of case/application filed</li> <li>• Linked Case Details, if any</li> <li>• Act/Rule</li> <li>• Corresponding Section</li> <li>• Filed By</li> </ul> |
| B.3                                 | <p>Upon clicking on case proceeding details, the system should allow the user to view required details as mentioned below (<i>non-exhaustive list</i>):</p> <ul style="list-style-type: none"> <li>• Hearing date</li> <li>• Hearing Purpose</li> <li>• Action Taken (Next Date Given/Dismissed/Disposed)</li> <li>• If Next Date, Next Hearing Date</li> <li>• Next Hearing Purpose</li> <li>• If Dismissed/Disposed, Dismissal/Disposal Type</li> <li>• Order link</li> <li>• Financial Outcome, if any</li> </ul>  |
| B.4                                 | <p>The system should allow the user or authorized legal rep to add below details (any representations/submissions required, etc.) before the hearing of case.</p> <ul style="list-style-type: none"> <li>• Any representations/submissions required (Y/N)</li> <li>• If yes, brief of representation/submission document</li> <li>• Upload document</li> <li>• To be sent for approval (Y/N)</li> <li>• If yes, link approver</li> </ul>  |
| B.5                                 | The system should allow the user or authorized rep to approve or send back the document with comments/remarks on the uploaded document, which shall be visible to the other user. The user can upload updated versions of the document and re-submit for approval if required.  |
| <b>C. Other Litigations</b>         |   |

|                            |  |
|----------------------------|--|
| C.1                        | The system should allow the user to navigate to Litigation Management upon clicking on 'Add Litigation Details' link.  |
| C.2                        | <p>The system should allow the user to enter the below data (<i>non-exhaustive list</i>) and submit the same to capture the case details. Upon submission, the system should create a unique case record.</p> <ul style="list-style-type: none"> <li>• Court/Tribunal – Supreme Court/High Court/ District Court/Special Court, etc.</li> <li>• If Tribunal – DRT/DRAT/Others, etc.</li> <li>• Diary No</li> <li>• Case No</li> <li>• Case Title</li> <li>• User Party Type (Petitioner/Respondent/Intervener)</li> <li>• Authorized Person</li> <li>• Authorized Person Contact Details</li> <li>• Date of case/application filed</li> <li>• Linked Case Details, if any (mark as Main case or Application under Main case)</li> <li>• Act/Rule</li> <li>• Corresponding Section</li> <li>• Filed By</li> <li>• Upload case related documents if any</li> </ul> |
| C.3                        | <p>Once the case details are captured, the system should allow the user or authorized legal rep to enter the below details (<i>non-exhaustive list</i>) before the hearing of case.</p> <ul style="list-style-type: none"> <li>• Hearing date</li> <li>• Hearing Purpose</li> <li>• Any representations/submissions required (Y/N)</li> <li>• If yes, brief of representation/submission document</li> <li>• Upload Order if any</li> <li>• Upload document</li> <li>• To be sent for approval (Y/N)</li> <li>• If yes, link approver</li> </ul>   |
| C.4                        | The system should allow the user or authorized rep to approve or send back the document with comments/remarks on the uploaded document, which shall be visible to the other user. The user can upload updated versions of the document and re-submit for approval if required.   |
| C.5                        | <p>Once the hearing of the case on said date is completed, the system should allow the user or authorized rep to update the below case proceeding details under the case.</p> <ul style="list-style-type: none"> <li>• Action Taken (Next Date Given/Dismissed/Disposed)</li> <li>• If Next Date, Next Hearing Date</li> <li>• Next Hearing Purpose</li> <li>• If Dismissed/Disposed, Dismissal/Disposal Type</li> <li>• Upload Order</li> </ul>   |
| <b>D. Litigable Issues</b> |  |
| D.1                        | <ul style="list-style-type: none"> <li>• Through this service, the system should be able to keep record of such issues which are not filed with the Adjudicating Authority but were under consideration by the user.</li> <li>• The system should allow the user to navigate to Litigation Management upon clicking on 'Add Litigable Issues' link.</li> </ul>   |
| D.2                        | The system should allow the user to manually capture the below details ( <i>indicative and non-exhaustive list</i> ) related to the litigable issues for record purpose.   |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>• Issue Title</li> <li>• User Party Type (Petitioner/Respondent/Intervener)</li> <li>• Authorized Person</li> <li>• Authorized Person Contact Details</li> <li>• Dropped By</li> <li>• Date on which the case was dropped</li> <li>• Reason for dropping the case</li> <li>• Linked Case Details, if any</li> </ul> |
|--|--|

### 1.1.11 Finance/Cost Management

The Finance or Cost Management Module in iPIE shall serve as a comprehensive module for monitoring, analyzing, and controlling the expenses related to IBC process.

| Sr.# | Functionality   |
|------|---|
| A.1  | The system should allow the IP to navigate to the Finance management module upon clicking on 'Manage Costs' and to add the cost details.  |
| A.2  | <p>The system should capture the below details (<i>non-exhaustive list</i>) in the cost form. The system should enable the IP to have the option of adding new cost component/expense head, if required. The data which should be automatically filled by the system are indicated as 'Pre-filled' below.</p> <ul style="list-style-type: none"> <li>• CD Details (Name, CIN) - <i>Pre-filled</i></li> <li>• Insolvency Commencement Date (ICD) – <i>Pre-filled</i></li> <li>• IRP/RP/Liquidator Details (Name, Reg No.) – <i>Pre-filled</i>.</li> <li>• Authorized person details in case of IPE (Name, Reg No) – <i>Pre-filled</i></li> <li>• Fee Details (Fee Type, Fee Rate, Terms of payment, Fee Amount, Tax, Total Fee, Tenure, etc.)</li> <li>• Details of each cost component/expense head</li> <li>• Stakeholder details that incurred the cost</li> <li>• A unique cost reference number should be generated by the system for each cost added.</li> </ul> |
| A.3  | <p>The system should be able to capture the following details under each cost component. The indicative cost components are defined in the below 'Form Details' section.</p> <ul style="list-style-type: none"> <li>• Number of professionals involved.</li> <li>• Amount of expense proposed</li> <li>• Amount approved by CoC (CoC minutes to be linked)</li> <li>• Remarks</li> <li>• Upload minutes of meeting/expense approval email from CoC.</li> <li>• Justification documentation in case payment of higher fee.</li> </ul>  |
| A.4  | <ul style="list-style-type: none"> <li>• The system should provide the CoC with the option to appoint auditors to audit the CIRP cost through <b>Stakeholder Management Module</b>.</li> <li>• Post appointment, the system should give access of the Finance/Cost Management Module to the auditor to perform due diligence.</li> <li>• The system should allow the auditor to submit the Cost Audit Report in iPIE and should notify the CoC upon submission to refer to the audit report before approving the CIRP cost.</li> </ul>  |
| A.5  | In case the IP needs temporary funds to run the company's operation, the system should allow him to apply for Interim financial support by navigating to 'Manage Costs' and adding required details under Interim Finance cost component. The below indicative fields ( <i>non-exhaustive list</i> ) should be captured in this section.  |



|      |  |
|------|--|
|      | <ul style="list-style-type: none"> <li>• Interim Finance Provider (Name, PAN, Address)</li> <li>• Date of raising interim finance</li> <li>• Platform used for raising</li> <li>• Amount approved</li> <li>• CoC Approval (<i>minutes to be linked</i>)</li> <li>• Security/collateral Amount</li> <li>• Interest rate</li> <li>• Purpose</li> <li>• Date of Disbursement</li> <li>• Repayment terms</li> </ul>  |
| A.6  | The system should have option to track receivable amounts (payments received or yet to be received) under categories like amount received for assets sold, amount yet to be received for assets sold, other receivables. The system should fetch the receivables due for asset sale from the Liquidation/Bankruptcy Implementation and Monitoring Module.  |
| A.7  | <p>The system should provide the IP with the option to update the revenue details generating from the company's operation during his/her tenure through the below indicative fields.</p> <ul style="list-style-type: none"> <li>• EBITDA as on Insolvency commencement date</li> <li>• EBIDTA as on date of appointment of IP</li> <li>• Average Monthly revenue during the IP's tenure</li> <li>• Monthly Revenue Growth Rate during the IP's tenure</li> <li>• EBIDTA as on insolvency closure date</li> </ul> |
| A.8  | <ul style="list-style-type: none"> <li>• The system should allow the IP to add the costs/financial details as and when incurred, save the form as draft, and submit once the cost component is approved by CoC (if approval required).</li> <li>• The system should also link the minutes and voting results of the meeting with cost component added.</li> </ul>  |
| A.9  | Upon submission of the final form, the system should enable the IP to get redirected to IPA and submit the Cost Disclosure forms (Form I, II and III) with pre-filled field values, to IPA.  |
| A.10 | The system should be able to auto populate the cost related data into CIRP forms on the IBBI portal when the IP submits Cost Disclosure via SSO on the IBBI portal.  |

#### 1.1.11.1 Form Details

The table below outlines the various cost components incurred throughout the IBC process which needs to be updated in the system by the IP (IRP/RP/Liquidator) as per the case status or phase during the IBC process. Each component should provide option to update the CoC approval along with approval email/meeting minutes.

| Process running Cost |  |
|----------------------|--|
| Expense Head         | Expense Sub-Head   |
| IP                   | Minimum fee to be paid to IP   |
|                      | Fee Payable to IRP/RP  |
|                      | Cost of Insurance for IRP/RP   |
|                      | Performance linked incentives  |
|                      | Other Expenses on/for IRP/RP/ Liquidator<br>(travel, stay, security, etc. related to IBC Process)              |
| Liquidation Cost     | Liquidator's Fee ( <i>To be fetched from Liquidator Fees service under Liquidation Implementation Module</i> ) |
|                      | Other Liquidation Cost   |
| Regulator fees       |  |
| IPE                  | Fee payable for support services to an IPE, if any   |
| Registered Valuer    | Asset Class  |

|  |   |
|--|---|
|  | Fees Payable to Valuer 1/2/3  |
|  | Other Expenses – Travel/Stay/other out of pocket expenses   |
| Other Professionals engaged for CIRP, not for Corporate Debtor | <ul style="list-style-type: none"> <li>• Fees Payable to: <ul style="list-style-type: none"> <li>◦ Accounting &amp; Finance Professionals</li> <li>◦ Audit Professionals</li> <li>◦ Legal Professionals</li> <li>◦ Other Professionals</li> </ul> </li> <li>• Filing form of INC 28 and Search Report</li> <li>• Other Expenses on/for Professionals (travel, stay, security, etc. related to CIRP)</li> <li>• Data room service</li> </ul> |
| CoC  | Meeting Venue<br>Video Conferencing<br>Electronic Voting<br>Expenses related to Authorised Representative<br>Any other expenses related to CoC<br>Data Retention  |
| Transaction Audit  | PUFE transactions   |
| Other Expenses   | Expenses on Public Announcement<br>Expenses on IEOI<br>Expenses on fillings before Adjudicating Authority/Other Authorities including court fee<br>CIRP related Litigation<br>Unpaid CIRP cost  |
| <b>Business Running Cost/Going Concern</b>                     |   |
| <b>Expense Head</b>  | <b>Expense Sub-Head</b>   |
| Essential Services   | Electricity<br>Water<br>Telecommunication Services<br>Information Technology services   |
| Manpower   | Employees and Workmen<br>Security Personnel Services  |
| Interim Finance  | Amount of Interim Finance<br>Expenses for Raising Interim Finance<br>Interest Payable on Interim Finance  |
| <b>Other expenses</b>  |   |
| Publication of Form A  |   |
| Penalties, if any payable for non-compliance                   |   |
| Sale of non-core assets  |   |

### 1.1.12 MIS Reports & Dashboards

The MIS reports and dashboards shall play a pivotal role in providing a visual representation of key performance indicators (KPIs) and relevant data to support informed decision-making within the IBC ecosystem. The MIS dashboards shall offer a consolidated and real-time view of critical metrics, helping stakeholders, and decision-makers to monitor, analyze, and interpret information efficiently. This module in iPIE shall allow users to access personalized default dashboards reflecting their roles and permissions.

#### A. Dashboards

|                       |   |
|-----------------------|---|
| A.1                   | On logging in to their respective accounts, the system should enable the users to get a view of their individual default dashboards based on their respective roles and access on the landing page.   |
| A.2                   | To customize or edit the dashboard, the system should allow the user to click on the 'Customize Dashboard' button to add, delete, or modify fields as per the access and permission of their role.  |
| A.3                   | The system should allow the user to view and download reports in excel and pdf format by clicking on 'Download Reports' from a pre-defined list of reports.   |
| A.4                   | The system should allow the Admin and Senior Officials of IBBI and MCA to generate customized MIS based on quantifiable criteria by clicking on 'Create New Report'.  |
| A.5                   | <p>The system should allow the users to view the following dashboards under their respective logins, as per the access and permission of their roles. Description of each dashboard is given in the section 'List of Indicative Dashboards' below.</p> <ul style="list-style-type: none"> <li>• Claims Dashboard</li> <li>• Stakeholder Dashboard</li> <li>• Records Management Dashboard</li> <li>• Resolution and Repayment Dashboard</li> <li>• Resolution Implementation and Monitoring Dashboard</li> <li>• Liquidation Implementation Dashboard</li> <li>• Compliance Management Dashboard</li> <li>• Litigations Dashboard</li> <li>• Finance/Cost Management Dashboard</li> </ul> |
| <b>B. MIS Reports</b> |   |
| B.1                   | <p>The system should be able to generate the various MIS reports for performance tracking and help in decision making. The system should enable the users to generate customized MIS on the basis of quantifiable criteria or filters in the following MIS reports:</p> <ul style="list-style-type: none"> <li>• IBBI form delays MIS</li> <li>• IPA form delays MIS</li> <li>• IBC Timelines Compliance MIS</li> <li>• IPs Performance Report</li> <li>• RVs Performance Report</li> <li>• Assignment Cost MIS</li> <li>• Note for PAD</li> <li>• Case Timeline</li> <li>• Case Timeline (case specific)</li> </ul>  |



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अधर सचिव / Under Secretary

### 1.1.12.1 List of Indicative Dashboards

| Sr.# | Name of Dashboards                | Description   |
|------|-----------------------------------|---|
| 1    | User Login/ Process Dashboard     | <p>Within the iPIE system, each registered user, upon logging in, will view a personalized and informative dashboard on the landing home page. The dashboard would be meticulously designed to offer an immediate and comprehensive overview of key information and functionalities relevant to the user's role within the system. The dashboard shall show the below indicative (non-exhaustive) details as per the user's role:</p> <p><u>IP/IPE Login</u></p> <ul style="list-style-type: none"> <li>a. Information on total ongoing cases of the IP/IPE</li> <li>b. Information of upcoming events/Pendency</li> </ul> <p><u>IBBI Senior Officials Login</u></p> <ul style="list-style-type: none"> <li>1. Information on Cases within different Processes like CIRP, Liquidation, etc.</li> <li>2. Information on delays within different processes</li> </ul> <p><u>Admin Login</u></p> <ul style="list-style-type: none"> <li>1. Information on Registered users within the system</li> <li>2. Information on requests made by users for specific actions.</li> </ul> <p><u>Legal Entity/Legal Representative Login</u></p> <ul style="list-style-type: none"> <li>1. Information on cases and ongoing litigations</li> <li>2. Information on upcoming actions</li> </ul> <p><u>Creditor Login</u></p> <ul style="list-style-type: none"> <li>1. Information on the Ongoing cases within different Processes</li> </ul> <p><u>RV/RVE Login</u></p> <ul style="list-style-type: none"> <li>1. Information on ongoing, assigned and completed cases of the RV/RVE</li> </ul> |
| 2    | Claims Dashboard                  | The claims dashboard within the claims module of the iPIE system will provide a comprehensive overview of information related to claims, their current status, and the actions undertaken by IP in response to each claim.  |
| 3    | Stakeholder Dashboard             | The stakeholder module (accessible to IPs) on landing would provide information on stakeholders added within the ongoing individual cases. The information may include details on total number of stakeholders within each category, total number of stakeholders added within a specific period, etc.  |
| 4    | Records Management Dashboard      | The records management dashboard will provide information on records related to CD, Assets, reports etc.  |
| 5    | Finance/Cost Management Dashboard | The dashboard will provide information to the IP on accumulated process cost till date within different components for e.g., Cost for Appointment of RV, cost for tools used, etc. based on data from different modules   |

| Sr.# | Name of Dashboards                                 | Description  |
|------|--|--|
| 6    | Liquidation Implementation Dashboard               | The dashboard will provide real time information on the sale of assets and distribution of proceeds to the creditors till the given time |
| 7    | Litigations Dashboard                              | The dashboard will provide information on ongoing total litigations and actions to be taken  |
| 8    | Compliance Management Dashboard                    | The dashboard will provide information on the compliances completed and the upcoming compliances to be done by the user                  |
| 9    | Resolution Implementation and Monitoring Dashboard | The dashboard will provide information on the status of distribution of proceeds on a real time basis                                    |
| 10   | Resolution and Repayment Dashboard                 | The dashboard will provide information on the number of EoI published, responses received, etc.  |

### 1.1.13 Mobile Application Development

In order to enhance user accessibility, a mobile application shall complement the iPIE solution by replicating the limited necessary functionalities, modules, and content from the iPIE web application, ensuring a consistent user experience on iOS and Android devices, to process the tasks of the different users and stakeholders of the IBC ecosystem. The app's scope includes an intuitive interface, hosting on app stores, regular updates, and a push notification system.

| Mobile Application |   |
|--------------------|---|
| 1                  | The application should be ready to be used on Android and iOS operating system. Further, it shall be platform and device agnostic.                    |
| 2                  | The UI/UX of the mobile application should be like the iPIE web application with limited necessary functionalities.                                   |
| 3                  | The application should allow user-based access to the functionalities related to IBC processes, modules and tools.                                    |
| 4                  | The application should have the functionality to showcase the dashboards/reports.   |
| 5                  | The application should have provision to upload various documents and images (of limited size).   |
| 6                  | The application should have the provision to raise grievances and/or chat with the virtual agent for getting responses to basic queries/requirements. |
| 7                  | The application should have the capability to take photos for the purpose of geotagging the CD's assets in real time.                                 |
| 8                  | The application should be able to send real time alerts and push notifications.   |
| 9                  | The application should have 'offline option' to include network challenged geographies.   |

### 1.2 iPIE Tools

Below are the functionalities of the **supporting Tools** that are to be developed for iPIE solution during Implementation Phase:

### 1.2.1 Virtual Data Room (VDR)

**Virtual Data Room (VDR)** service shall play a crucial role in insolvency proceedings by providing a secure and centralized space to insolvency professionals for the efficient exchange and management of sensitive information such as Information Memorandum (IM) and other relevant documents with potential resolution applicants. It shall serve as a central view for secure and efficient collaboration, and information exchange among various participants involved in insolvency proceedings, contributing to transparency, compliance, and successful resolution outcomes.

The key features and functionalities of **Virtual Data Room** tool of iPIE shall include:

| Sr. # | Role as Insolvency Professional (IP)  |
|-------|---|
| 1     | The system should offer a centralized and controlled environment through the VDR, ensuring authorized users can access and collaborate on documents with stringent security measures in place.  |
| 2     | The system should allow IP as the primary user to configure user access by defining roles and permissions for other stakeholders of IBC ecosystem.  |
| 3     | The system should facilitate IP to upload Information Memorandum (IM) or fetch the same from DMS related to the insolvency case assigned to him/her. It may be noted that IP assembles a comprehensive information memorandum (IM) which includes detailed financial statements, operational metrics, legal positions, and future business projections. |
| 4     | IP should be able to click on "Upload" and select files or drag-and-drop documents.   |
| 5     | IP should be able to organize documents into folders and apply tags to differentiate folder categories.   |
| 6     | The system should be able to offer version control for collaborative work, document indexing for efficient organization, and enhanced search capabilities.  |
| 7     | IP should be able to invite potential resolution applicants (PRAs) by sending access link to VDR for viewing Information Memorandum (IM) and other relevant documents.  |
| 8     | IP should be able to control access to specific documents for different stakeholders and define whether users can view, download, or edit the document.   |
| 9     | The system should empower the IP to produce tailored reports, outcomes, or data outputs by implementing filters and search parameters on both documents and XBRL data sheets.   |
| 10    | IP should be able to monitor user activities, access the audit trail or activity log and review timestamps and activities performed by users on DMS.  |
| 11    | The system should extract insights for informed decision-making by generating reports on document access, user engagement, etc.   |
| 12    | The system should have a provision for IP to modify, delete or archive documents from VDR.  |
| 13    | The system should have ability to modify roles or permissions based on changing requirements of IP.   |
| 14    | IP should be able to conclude VDR proceedings and archive its data securely.  |
| Sr. # | Role as Potential Resolution Applicant (PRA)  |
| 1     | The system should send notifications, alerts, and reminders to PRA for the access link to VDR.  |
| 2     | PRA should be able to view the Information Memorandum (IM) and other relevant documents in the VDR.   |
| Sr. # | Role as Admin   |

|   |   |
|---|---|
| 1 | The system should empower administrators to create personalized reports on user behavior through the application of filters and the configuration of report layouts.            |
| 2 | The system should include the capability to establish scheduled automatic report generation, ensuring timely delivery of pertinent information to the appropriate stakeholders. |
| 3 | The system should possess robust security features for administrators to control the display or access of information for specific users, safeguarding sensitive data.          |

### 1.2.2 E-voting

**Electronic voting (E-voting)** service shall play a crucial role in insolvency proceedings by providing an efficient and transparent mechanism for participants to express their decisions and preferences. It shall streamline decision-making processes, enhance transparency, and ensure a secure and auditable record of voting activities in insolvency proceedings, benefiting a wide range of participants and regulatory bodies involved in the insolvency ecosystem.

The key features and functionalities of E-voting tool of iPIE shall include:

| Sr. # | Functionalities applicable to Insolvency Professional (IP)   |
|-------|--|
| 1     | The system should facilitate IP to set up a new e-voting event for insolvency/liquidation proceedings and configure event-specific settings such as voting options.  |
| 2     | IP shall be able to define the participants in the e-voting process, set eligibility criteria and access permissions. Further, he should be able to add voters by providing their email addresses or other identifiers. The voters can include representative of class of creditors, financial creditors, etc. |
| 3     | IP should be able to attach documents related to the insolvency/liquidation case for voter reference.  |
| 4     | The system should have feature to configure voting rights of participants (CoC/SCC members) based on percentage stake of the stakeholder.  |
| 5     | The system should have provision to set up the voting options relevant to the insolvency case. It shall define voting choices such as "Assent", "Dissent", "Abstain" or other relevant options.  |
| 6     | The system should have ability to inform voters about the e-voting event through notifications, alerts, and reminders. The notification shall include essential information such as voting instructions and deadlines.   |
| 7     | IP should be able to activate the e-voting event on the specified date and time for specific duration in which voters can participate and cast their votes.  |
| 8     | The system should track voter participation and progress. It shall track the number of votes cast, participation rates, and any issues reported. It shall also provide the real-time monitoring or analytics section.  |
| 9     | The system should allow to modify the voting period duration or extend it if required.   |
| 10    | IP should be able to access the voting results or analytics section, review voting outcomes and participation statistics. The system shall empower the IP to produce customized reports, outcomes, or data outputs by implementing filters and search parameters.  |
| 11    | IP should be able to conclude e-voting event and archive its data securely.  |
| Sr. # | Functionalities applicable to Voter  |

|              |  |
|--------------|--|
| 1            | The system should send notifications, alerts, and reminders to the voters for the access link to e-voting event. The notification shall include essential information such as voting instructions and deadlines. |
| 2            | The voters should have the capability to view pertinent documents for quick reference before exercising their right to cast a vote in e-voting event.  |
| <b>Sr. #</b> | <b>Functionalities applicable to Admin User</b>  |
| 1            | The system should empower administrators to create personalized reports on user behavior through the application of filters and the configuration of report layouts.   |
| 2            | The system should include the capability to establish scheduled automatic report generation, ensuring timely delivery of pertinent information to the appropriate stakeholders.                                  |
| 3            | The system should possess robust security features for administrators to control the display or access of information for specific users, safeguarding sensitive data.   |

### 1.3 Data Exchange and Integration Requirements

Below are the requirements for data exchange, integration, and interaction across modules, services, tools, and external interfaces to be configured for the iPIE solution during the Implementation Phase:

#### 1.3.1 iPIE Unique Record Identification

| <b>Sr.#</b> | <b>Functionality</b>   |
|-------------|--|
| 1           | The system should be able to retrieve data from various pillars of IBC ecosystem related involved in the insolvency resolution or liquidation process and consolidate them into a single, unified record.              |
| 2           | The system should enable the unique case record to serve as a key identifier for integrating with different pillars of the IBC ecosystem, facilitating seamless data exchange and interoperability.                    |
| 3           | Each case record in iPIE should be identified by a unique ID and hold reference IDs of other data entities in the system to ensure data integrity and cross-referencing.   |
| 4           | The system should ensure that the unique case record maintains accuracy and consistency of data across the system by minimizing duplicates and eliminating redundant entries.  |
| 5           | The system should organize and maintain data in a structured manner within the unique record to facilitate easy access and retrieval.  |
| 6           | The system should ensure that the unique case record in iPIE contains all necessary data fields related to the case to ensure completeness of information.   |
| 7           | The system should be able to trace any changes made to the unique iPIE record for auditing purposes and to maintain a comprehensive history of record modifications.   |
| 8           | The system should apply normalization techniques to store data related to different attributes under distinct structures, such as party information, case details, debt details, IP details, process information, etc. |
| 9           | The system should automatically record the timestamp when a record is created or updated to ensure accurate tracking of data changes over time.  |
| 10          | The system should capture the username or user identifier associated with each change made to the data, enabling traceability and accountability.  |

| Sr.# | Functionality   |
|------|---|
| 11   | The system should support versioning capabilities to manage different iterations of the record, allowing users to refer to previous versions as needed.                                       |
| 12   | The system should incorporate data quality metrics such as flags or status indicators to assess the quality and reliability of the information stored in the system.                          |
| 13   | The system should include features for masking and encrypting personal identifiable or sensitive information within the case record to ensure privacy and compliance with security standards. |

An indicative structure and fields (non-exhaustive) of the unique record for identification of a case in iPIE is outlined below. However, the SI may propose alternate structure and fields based on their analysis during requirement gathering phase.

| Indicative Fields (Non-Exhaustive) | Remarks  |
|------------------------------------|--|
| Unique iPIE ID                     | <p>Unique identifier for the main case created in iPIE (Unique ID created in system when a case is created in iPIE). The unique ID can be a unique generated ID with combination of IBC Process Type, NCLT bench code, random unique no. and year.</p> <p>For example, if,</p> <p>IBC Process Type: CIRP</p> <p>NCLT Bench Location code: 07</p> <p>Section: 09 of IBC</p> <p>Date of record submission in iPIE: 19/01/2024</p> <p><b>iPIE ID Sample Format:</b> 07C09XXXXXX2024</p> |

| Unique Case Record                   |   |
|--------------------------------------|---|
| Type of Primary CD/PG                | As per NeSL legal constitution category (including few other entries)*  |
| Unique ID Type for Primary CD/PG     | CIN/PAN/LLPIN/DIN/Other ID  |
| Unique ID for Primary CD/PG          | To be searched and be validated from MCA/NeSL in case of CIN/PAN/LLPIN/DIN not already validated in iPIE and entity not existing in iPIE; Other ID (Voter ID/ Passport No/Driving License) (show details for confirmation);   |
| Name of Primary CD/PG                | Auto populated (through integrations with relevant nodal agency)  |
| Type of Primary Applicant            | As per NeSL legal constitution category*  |
| Unique ID Type for Primary Applicant | CIN/PAN/LLPIN/DIN/Other ID  |
| Unique ID for Primary Applicant      | To be searched and validated from MCA/NeSL in case of CIN/PAN/LLPIN/DIN not already validated in iPIE and entity not existing in iPIE; Other ID (Aadhaar/Voter ID/ Passport No/Driving License) (to be auto fetched in case user belongs to a Corporate Entity) (show details for confirmation) |
| Name of Primary Applicant            | Auto populated (through integrations with relevant nodal agency)  |

|  |   |
|--|---|
| Primary Location (State) for CD/PG   | To be auto populated from MCA/NeSL based on Company CIN/PAN/LLPIN; To be manually filled in case of PG  |
| NCLT Bench   | To be auto populated based on Primary Location (State) for CD/PG  |
| Section(s)   | To be selected from dropdown (multiple selections can be added; one primary section and other additional sections)  |
| Reason for Dissent   | Dropdown  |
| Summary of Dissent   | Text field  |
| Link NeSL Debt Ref No (s) <sup>#</sup>   | Option to search and add multiple debt records (debt details selected to be stored in a separate table associated through iPIE unique ID; fetched from NeSL in case of FC/OC) |
| Amount of Default  | Auto calculated if NeSL Debt Ref No(s) added  |
| Amount of Claim  | Numeric Value entered   |
| <b>Fields to be auto fetched and updated in iPIE for maintaining unique Record</b> |   |
| Main Case Petition reference no of NCLT  | Fetched from NCLT   |
| Main Case Petition filing no of NCLT   | Fetched from NCLT   |
| Main Petition Case Number generated in NCLT  | Fetched from NCLT   |
| Current IP Type  | IRP/RP/Liquidator/BT  |
| Current IP IBBI Reg No   | As per details updated in NCLT  |
| Current IP Appointment Date  | As per details updated in NCLT  |
| Insolvency Commencement Date   | To be captured from case admission date from NCLT   |
| Liquidation Commencement Date  | To be captured from liquidation order date from NCLT  |
| Case Status  | Status of the case as per stage in NCLT   |
| <b>*Related Debt and Default Record to iPIE</b>                                    |   |
| Debt Type  | Financial Secured/ Financial Unsecured/ Operational   |
| Debt Reference No  | To be validated from NeSL. User should be able to tag multiple Debt ref no. against single iPIE ID.   |
| Amount of default  | Fetched from NeSL   |
| Date of default  | Fetched from NeSL   |
| Claim value against default  | To be manually updated  |
| <b>Case parties data (to be added by case initiator or fetched from NCLT)</b>      |   |
| Type   | Primary Applicant/ Other Applicant/ Primary CD or PG/ Other CD or PG  |

|  |  |
|--|--|
| Unique ID Type                         | Same condition as in unique case record rows above                                     |
| Unique ID                              | Same condition as in unique case record rows above                                     |
| Name                                   | Same condition as in unique case record rows above                                     |
| Authorized Rep (non-legal rep) details | Name, mobile no, email ID; registration ID (if registered); access permissions to user |
| Legal Rep details                      | Name, mobile no, email ID; registration ID (if registered); access permissions to user |

### 1.3.2 Integration with other System/Applications

| Sr.# | Functionality  |
|------|--|
| 1    | The system should be able to integrate with various web portals and databases used by different pillars of the IBC ecosystem, including NCLT, NCLAT, IBBI, MCA, NeSL - Information Utility (IU), IPA and RVO (refer Figure 1 of RFP for stakeholders).   |
| 2    | The system should facilitate the mapping of data fields between different systems to ensure seamless data transfer and compatibility.  |
| 3    | The system should be able to support real-time or scheduled data synchronization processes to keep data across different systems up to date.   |
| 4    | The system should enable integration with NCLT/NCLAT databases for fetching case filing, orders, court proceedings, and compliance data, ensuring real-time updates and notifications.   |
| 5    | The system should facilitate data exchange with NeSL (IU) databases for fetching records of default documents and debt-related information.  |
| 6    | The system should support automated retrieval of Company information of the CD and synchronize the company status through INC 28 form with MCA databases.  |
| 7    | The system should ensure secure exchange of data with IBBI portal/CMS for compliance filing, progress reports submission, and management of stakeholders' lists, implementing authenticated data access and form submission.   |
| 8    | The system should be able to integrate with IPA and RVO for IP or RV related data.   |
| 9    | The system should enable secure transactions by integrating with at least one external payment gateways, ensuring compliance with financial regulations and data security standards.   |
| 10   | The system should implement authentication processes using PAN, TAN and Aadhaar for user verification, ensuring adherence to data security regulations.  |
| 11   | The system should enable digital signature utility for document signing and authentication by integrating with E-Sign or Digital Signature Certificate (DSC) services, ensuring seamless integration with DMS workflows.   |
| 12   | The system should establish connections with at least three (3) third party databases for company or director-related data.  |
| 13   | The system should be able to integrate with the following external tools/interfaces: <ul style="list-style-type: none"> <li>• Document Management System</li> <li>• Ticketing Tool</li> <li>• Meeting Management</li> <li>• Communication software for SMS/Email notifications</li> <li>• Chatbot for enhanced user interaction</li> </ul> |

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| Sr.# | Functionality   |
|------|---|
|      | <ul style="list-style-type: none"> <li>• E-sign and DSC integration for digital signatures.</li> <li>• Baanknet e-Auction Platforms for auction processes, enabling data exchange for listing assets, bidding, and auction management.</li> </ul> |

### 1.3.3 API Details

The list of APIs for integrations (non-exhaustive) to be implemented in the iPIE system are outlined in the table below. However, the SI may propose alternate APIs based on their analysis during requirement gathering phase.

| Sr. # | Outgoing APIs / To | API Name  | API parameter          | API Data                                   |
|-------|--------------------|---|------------------------|--|
| 1.    | IBBI               | Submit CP Form 1  | iPIE Unique ID/Form ID | CIRP process related data, etc.            |
| 2.    |                    | Submit CP Form 2  | iPIE Unique ID/Form ID | CIRP process related data, etc.            |
| 3.    |                    | Submit CP Form 3  | iPIE Unique ID/Form ID | CIRP process related data, etc.            |
| 4.    |                    | Submit CP Form 4  | iPIE Unique ID/Form ID | CIRP process related data, etc.            |
| 5.    |                    | Submit CP Form 5  | iPIE Unique ID/Form ID | CIRP process related data, etc.            |
| 6.    |                    | Submit IP1 Form   | iPIE Unique ID/Form ID | CIRP process related data, etc             |
| 7.    |                    | Submit Public Announcement Form                                     | iPIE Unique ID/Form ID | CIRP/Liquidation process related data, etc |
| 8.    |                    | Submit Claim Form   | iPIE Unique ID/Form ID | Claim Amount, interest, Principle, etc     |
| 9.    |                    | Submit Deposit of Unclaimed Dividends and/or Undistributed Proceeds | iPIE Unique ID/Form ID | CIRP/Liquidation process related data, etc |
| 10.   |                    | Submit Withdrawal from  | iPIE Unique ID/Form ID | Liquidation process related data, etc.     |

|     |   |                        |  |
|-----|---|------------------------|--|
|     | Liquidation Account                             |                        |  |
| 11. | Submit Compliance Certificate                   | iPIE Unique ID/Form ID | CIRP/Liquidation process related data, etc.  |
| 12. | Submit Intimation of Process Commencement       | iPIE Unique ID/Form ID | Debtor details, applicant details, NLCT application number, IP details, etc.                   |
| 13. | Submit CoC Minutes Data                         | iPIE Unique ID/Form ID | CoC date, CoC agenda, etc.   |
| 14. | Submit Resolution Plan Data                     | iPIE Unique ID/Form ID | Resolution plan data, details of PRA, etc.   |
| 15. | Submit E Auction Notices Data                   | iPIE Unique ID/Form ID | IP details, Auction details, etc.  |
| 16. | Submit Quarterly reports on Liquidation         | iPIE Unique ID/Form ID | Liquidation details  |
| 17. | Submit Final List of PRAs                       | iPIE Unique ID/Form ID | PRAs details, etc.   |
| 18. | Submit case information                         | iPIE Unique ID         | Case details (applicant details, debtor details, debt details, etc.)                           |
| 19. | Submit parties information                      | iPIE Unique ID         | Parties Data (Petitioner details, Respondent details, Authorized Representative details, etc.) |
| 20. | Submit application filing                       | iPIE Unique ID         | Applicant details, debtor details, debt details, etc.  |
| 21. | Submit application for CoC/IMC/SCC Constitution | iPIE Unique ID         | CoC Details (Name of Members, Count of members, etc.)  |
| 22. | Submit Application for Resolution Plan          | iPIE Unique ID         | Resolution Plan details (PRA details, Resolution Plan, etc.)                                   |

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|     |      |   |                        |   |
|-----|------|---|------------------------|---|
| 23. |      | Submit CoC Minutes Data                             | iPIE Unique ID         | CoC date, CoC agenda, etc.  |
| 24. |      | Submit Application for CoC Voting status            | iPIE Unique ID         | Voting Details (resolution, voting percentage, voting result, etc.)             |
| 25. |      | Submit Application for Liquidation Plan             | iPIE Unique ID         | Liquidation plan details  |
| 26. |      | Submit Appointment Consent of RP                    | iPIE Unique ID/IP Name | IP details, consent info, etc.  |
| 27. |      | Submit Quarterly reports application on Liquidation | iPIE Unique ID         | Quarterly reports, list of assets liquidated, remaining assets, etc.            |
| 28. |      | Submit Final List of PRAs                           | iPIE Unique ID         | PRAs details, etc.  |
| 29. |      | Submit Implementation Progress Reports              | iPIE Unique ID         | Progress report data  |
| 30. |      | Submit Asset Sales Reports                          | iPIE Unique ID         | Information on assets, value of assets, number of assets, types of assets, etc. |
| 31. |      | Submit Compliance Form                              | iPIE Unique ID         | Form level details  |
| 32. |      | Intimation on process Commencement                  | NA                     | NA  |
| 33. | NeSL | iPIE Case ID  | iPIE Unique ID         | Case initiation information   |
| 34. |      | INC 28 Form data                                    | NA                     | NA  |
| 35. |      | iPIE Case ID  | iPIE Unique ID         | Case initiation information   |

| 36. | Incoming APIs / From | API Name                            | API parameter                    | API Data   |
|-----|----------------------|-------------------------------------|----------------------------------|--|
| 37. | IBBI                 | Get IP details                      | IP Name/IBBI Enrolment No        | IP Details (Name of IP, Reg No., Case data, etc.)                              |
| 38. |                      | Get RV details                      | RV Name/IBBI Enrolment No        | RV Details (Name of IP, Reg No., Case data, etc.)                              |
| 39. |                      | Get Grievance Data                  | iPIE Unique ID/Form ID           | Grievance Details (Grievance ID, Type, Description, etc.)                      |
| 40. |                      | Get IP/IPE performance data         | IP Name/IBBI Enrolment No        | IP Details (Name of IP, Reg No., performance related data, etc.)               |
| 41. |                      | Get RV/RVE performance data         | RV Name/IBBI Enrolment No        | RV Details (Name of RV, Reg No., Performance related data etc.)                |
| 42. |                      | Get Disciplinary Proceedings Status | IP Name/IBBI Enrolment No        | IP name, disciplinary inquiry details  |
| 43. |                      | Get AFA status                      | IP Name/IBBI Enrolment No        | IP Details (Name of IP, Reg No., AFA, etc.)                                    |
| 44. |                      | Get case e-filing info              | iPIE unique ID                   | E-filing Data (Filing No, Filing Date, etc.)                                   |
| 45. | NCLT/NCLAT           | Appointment of IP/IRP               | iPIE unique ID                   | IP Details (Name of IP, case data, etc.)                                       |
| 46. |                      | Get case registration info          | iPIE unique ID/Filing No/Case No | Case Registration Data (Case Number, Case Title, Listing Date, Bench No, etc.) |
| 47. |                      | Get case hearing info               | iPIE unique ID/Filing No/Case No | Case Hearing Data (Listing No, Unique Purpose ID, Purpose Type, etc.)          |
| 48. |                      | Get case admission                  | iPIE unique ID/Filing No/Case No | Process commencement date, IRP details, case related information, etc.         |
| 49. |                      | Get case proceedings info           | iPIE unique ID/Filing No/Case No | Case Proceedings Data (Case Number, Case proceedings data, Action, etc.)       |
| 50. |                      | Get case order info                 | iPIE unique ID/Filing No/Case No | Case Order Data (Order Number, Order Date, Case Number, etc.)                  |

|     |      |  |                                  |   |
|-----|------|--|----------------------------------|---|
| 51. |      | Get linked application info            | iPIE unique ID/Filing No/Case No | Linked Application Data (Case Number, Interlocutory Application Number, application category, etc.)             |
| 52. |      | Get IP appointment info                | iPIE unique ID/Filing No/Case No | IP Appointment Data (IP name, Registration number, IP other details, etc.)                                      |
| 53. |      | Get case document link info            | iPIE unique ID/Filing No/Case No | Document Link Data (Links for Petition, Affidavits, Annexure, Rejoinder, Reply, Affidavits, Annexure, etc.)     |
| 54. |      | Get case fees info                     | iPIE unique ID/Filing No/Case No | Fees Data (Payment Id, Payment amount, Payment date, Case Number, etc.)   |
| 55. |      | Get Actions to be taken                | iPIE unique ID/Filing No/Case No | Actions of IBBI information   |
| 56. | NeSL | Auto-Notification of case admission    | iPIE unique ID                   | Case admission details  |
| 57. |      | Auto-Notification of case closure info | iPIE unique ID                   | Case closure details  |
| 58. |      | Get Debt Details                       | iPIE unique ID                   | debt information, loan account number, amount of debt, etc.   |
| 59. |      | Get Party Details                      | iPIE unique ID                   | Party name and other details  |
| 60. |      | Get Debtor Info                        | Debtor PAN/Loan Ref Number       | Debtor Details (Debtor Name, PAN, other debtor details, loan ref number, debt start date, amount overdue, etc.) |
| 61. |      | Get Security details                   | Debtor PAN/Loan Ref Number       | Security information (Type of charge, asset type, description, etc.)  |
| 62. |      | Get Default Info                       | Debtor PAN/Loan Ref Number       | Default Details (Date of default, outstanding amount, Default Amount, etc.)                                     |
| 63. | MCA  | Auto-Notification of case admission    | iPIE unique ID                   | Case admission details  |
| 64. |      | Auto-Notification of case closure info | iPIE unique ID                   | Case closure details  |

|     |                             |                                       |               |   |
|-----|-----------------------------|---------------------------------------|---------------|---|
| 65. |                             | Get Master Data                       | PAN/CIN/LLPIN | Company Info (CIN, Company name, ROC Name, Registration No, Date of incorporation, financial information, etc.) |
| 66. |                             | Get Index of charges data             | PAN/CIN       | Charge id, charge holder name, date of creation, date of satisfactions, amount, etc.                            |
| 67. |                             | Get LLP Master Data                   | PAN/LLPIN     | LLP Name, State, Incorporation date, etc.   |
| 68. |                             | Get DIN Service data                  | DIN/PAN       | Director Details (DIN/PAN, Name, Designation, Date of appointment, Cessation date, Signatory, etc.)             |
| 69. |                             | Get Jurisdiction Info                 | PAN/CIN/LLPIN | Jurisdiction data (ROC name & office, RD name & region, etc.)   |
| 70. |                             | Get List of Associated Companies Info | CIN/PAN       | S.No., CIN/FCRN, Company Name, Designation, etc.  |
| 71. |                             | Get List of Associated LLPs Info      | PAN/LLPIN     | Name, date of appointment, date of cessation, etc.  |
| 72. |                             | Get Document Services                 | PAN/CIN/LLPIN | Certificates, Change in Directors, Incorporation Documents, Annual return and Balance sheet e-forms, etc.       |
| 73. |                             | Get Director/Signatory Details        | DIN/PAN       | Director name, details, etc.  |
| 74. | UIDAI                       | Validate Aadhar                       | Aadhar number | Success/fail  |
| 75. | PAN                         | Validate PAN                          | PAN number    | Success/fail  |
| 76. | Registered Mobile No        | Validate Mobile No                    | OTP           | Success/fail  |
| 77. | Registered Email ID         | Validate Email ID                     | OTP           | Success/fail  |
| 78. | Other Third-party Databases | Get Company details                   | PAN/CIN/LLPIN | Success/fail  |

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## 2. Non-Functional Requirements

### 2.1 Generic

| Sr.# | Requirements   |
|------|--|
| 1    | The solution should be Browser and Device Agnostic.  |
| 2    | The solution should have the option to customize reports in run-time as per requirement of the user.   |
| 3    | If data is pushed from backend, the solution should have validations to ensure that there are no Blank data fields.  |
| 4    | The solution should be developed using Service Oriented Architecture principles wherever applicable.   |
| 5    | The solution should be developed with loosely coupled wrapper-based architecture.  |
| 6    | The solution should sync with central system dates and time (NTP) for all date transactions.   |
| 7    | The solution should provide audit trail of system and solution deployment throughout the lifecycle.  |
| 8    | The solution should be designed to function satisfactorily in low network bandwidth.   |
| 9    | The FAQ and user manual should be available through respective portals for quick reference in addition to context-based help.  |
| 10   | The solution should provide data dictionary along with the description of the objects, fields, and field types.  |
| 11   | The solution should be able to provide data migration capabilities in case of data structure change during transfer to new versions.   |
| 12   | The solution developed (Web & Mobile) should comprise of features that support differently abled users, ensuring inclusivity and accessibility. Features like Keyboard Accessibility, Screen Reader Compatibility, Alternative Text for Images, Captions and Transcripts, Form Validation and Error Handling etc. may be incorporated to enhance user experience for the mentioned set of users. |

### 2.2 Performance

| Sr.# | Requirements   |
|------|--|
| 1    | The system should be able to scale seamlessly to accommodate varying loads and user volumes, ensuring consistent performance even during peak usage periods.                                     |
| 2    | The application should demonstrate high responsiveness, with quick loading times for screens and rapid execution of user actions, to enhance user experience and efficiency.                     |
| 3    | The system should maintain reliable performance levels, with minimal downtime and robust error handling mechanisms in place to ensure uninterrupted access to critical functionalities and data. |

  
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## 2.3 Scalability

| Sr.# | Requirements   |
|------|--|
| 1    | The solution should be developed using a pluggable architecture so that additional modules and services can be added without changing the core application.  |
| 2    | The solution should be modular in nature and support addition of new features easily and will also ensure easy scalability and extensibility through minimum effort and downtime.                  |
| 3    | The system should be capable of supporting a multi-tier architecture and integrate seamlessly with external or third-party components such as Workflow Management Software and Functional Modules. |

## 2.4 Reliability

| Sr.# | Requirements   |
|------|--|
| 1    | The system should be fault tolerant to minimize downtime and should be designed in a manner that operational data is not lost and can be recovered in case of any failure of equipment or communication network for during disaster. |
| 2    | The system should maintain a high level of availability to ensure continuous access to its services, minimizing downtime through robust infrastructure, and efficient failover mechanisms to handle any unforeseen disruptions.      |
| 3    | The platform should have strict data integrity standards, safeguarding against data corruption, loss, or unauthorized access by implementing robust data validation, encryption, and access control measures.                        |
| 4    | The solution should follow implementation of appropriate data retention approach that shall satisfy the requirements of the solution.  |

## 2.5 Authentication and Authorization

| Sr.# | Requirements   |
|------|--|
| 1    | The solution should have Single Sign On (SSO) functionality for the major pillars of IBC ecosystem involved in the IBC process.  |
| 2    | The system should support Multi Factor Authentication methods for user log in such as Biometric system, OTP verification, PAN/Aadhaar verification etc. to secure data and applications. |
| 3    | The system should develop Multi Factor Authentication for user log in on the android/IOS Mobile Application.   |
| 4    | On authentication, the system should provide access and authorization based on allowed roles for logged in user.   |

## 2.6 Exception Handling

| Sr.# | Requirements  |
|------|---|
| 1    | The system should display meaningful error messages to the users when required. |

| Sr.# | Requirements  |
|------|---|
| 2    | The system should maintain a list of various error codes and error messages. Error messages will not include variable names, variable types, SQL strings, or source code. |
| 3    | The system should be able to manage exceptional situation handling and will have escalation/auto escalation mechanism.  |

## 2.7 Logging

| Sr.# | Requirements   |
|------|--|
| 1    | Audit trails and Audit logging mechanism should be built in the system to ensure that user action can be established and can investigated if any can be aided. (E.g., Logging of User ID, timestamp, IP Address etc.). |
| 2    | All changes to configurable rules or master data should be logged in the system.   |
| 3    | All log files should be maintained in a protected manner and backed up periodically to archive storage.  |

## 2.8 Integration

| Sr.# | Requirements   |
|------|--|
| 1    | The system should provide support for batch and real time integrations.  |
| 2    | The system should be capable of integrating to other pillars of IBC ecosystem by securely exposing data and functionalities. |
| 3    | The system should be able to integrate with Reporting and Statistical Tools.   |

## 2.9 Application Security

| Sr.# | Requirements  |
|------|---|
| 1    | The system's security services should cover the user profile management, authentication, and authorization aspects of security control.   |
| 2    | The system should authenticate users and allow access to the modules and services of the application for which the user is entitled to and at the same time will also ensure data confidentiality and data integrity.                             |
| 3    | The system should have protocols such as Lightweight Directory Access Protocol (LDAP) for internal as well as external users who will be authenticated using protocols like OAuth 2.0 and OpenID access, where users can utilize their other IDs. |
| 4    | The system design should include an audit mechanism. Any Personal Identifiable Information (PII) data, such as email IDs, phone numbers or similar needs to be secured by applying encryption mechanism.  |
| 5    | The system should have data security policies and standards based on the departments and systems.   |
| 6    | The system should provide role-based access for all the stake holders envisaged to access and use the system.   |

| Sr.# | Requirements  |
|------|---|
| 7    | The data stored in the application should be visible only to the authorized entity. |

## 2.10 Usability and Accessibility

| Sr.# | Requirements  |
|------|---|
| 1    | The system should have unified, easy, flexible, and user-friendly interface.  |
| 2    | The system should have self-descriptive navigation such as going backward or forward etc.   |
| 3    | The system should offer clear and sufficient guidance to users regarding their current location within the navigation structure. Each presentation segment, whether it be a page or window, should distinctly indicate the user's position in the navigation structure and their current segment's relation to the overall structure. |
| 4    | Offering alternative access paths: Alternative access paths for navigating to a specific unit of content should be offered to support different navigation strategies.  |
| 5    | Mobile application should be compatible with new and old technologies. The mobile screen resolutions will be automatically adjusted as per the device screen size.  |
| 6    | Minimizing navigation effort: The number of navigation steps needed to reach a certain piece of content should be minimized if different mental models, navigation strategies and tasks of the user are considered.   |
| 7    | Vertical scrolling shall be minimized. This may be done by placing important information at the top and providing links to information that is further down the page. Horizontal scrolling shall be avoided wherever possible.  |
| 8    | Minimizing user errors: Potential user errors as well as the effort needed to recover from errors shall be minimized.   |
| 9    | Text quality: The quality of textual content with respect to spelling and grammar shall be sufficient so as not to impede readability.  |
| 10   | Writing style: The reading and understanding of the textual content on the screen shall be supported by suitable means, including the use of short sentences, the division of the text into shorter chunks or the presentation of content items in the form of bullet points.   |



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### 3. Appendices

The following tables outline the important fields (*indicative list*) of the IBC Process Forms to be digitized within the iPIE solution. These forms are accessible on the IBBI website.

#### 3.1 Public Announcement Form

| Field Name  | Mandatory Fields (M) |
|---|----------------------|
| Name of corporate debtor  | M                    |
| Date of incorporation of corporate debtor   | M                    |
| Authority under which corporate debtor is incorporated / registered   | M                    |
| CIN/LPIN of the corporate debtor  | M                    |
| Registered office address   | M                    |
| Principal office address  |                      |
| Insolvency commencement date in respect of corporate debtor   | M                    |
| Estimated date of closure of insolvency resolution process  | M                    |
| Name of the insolvency professional acting as interim resolution professional   | M                    |
| Registration number of the insolvency professional acting as interim resolution professional  | M                    |
| Address of the interim resolution professional, as registered with the Board  | M                    |
| E-mail of the interim resolution professional, as registered with the Board   | M                    |
| Address to be used for correspondence with the interim resolution professional  | M                    |
| E-mail to be used for correspondence with the interim resolution professional   | M                    |
| Last date for submission of claims  | M                    |
| Classes of creditors, if any, under clause (b) of sub-section (6A) of section 21, ascertained by the interim resolution professional  |                      |
| Names of Insolvency Professionals identified to act as Authorized Representative of creditors in a class (Three names for each class) |                      |
| Upload relevant forms   |                      |
| Address of authorized representatives   |                      |
| Website link of authorized representatives  |                      |



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**3.2 Written Consent To Act As Resolution Professional:**

| <b>Field</b>  | <b>Mandatory Fields (M)</b> |
|---|-----------------------------|
| Name of the IP  | M                           |
| Registration no. of the IP  | M                           |
| Registered address of IP (State, City/District/Pin-code to be captured)   | M                           |
| Name of insolvency professional agency (IPA) where the IP is enrolled   | M                           |
| Name of the CD  | M                           |
| No. of Processes handled on the date of Consent as per respective IP roles (IRP/RP/Liquidator/Bankruptcy Trustee/Authorized Representative/Other) | M                           |

**3.3 Written Consent To Act As Authorised Representative:**

| <b>Field</b>  | <b>Mandatory Fields (M)</b> |
|---|-----------------------------|
| Name of the IP  | M                           |
| Registration no. of the IP  | M                           |
| Registered address of IP (State, City/District/Pin-code to be captured)   | M                           |
| Name of insolvency professional agency where the IP is enrolled   | M                           |
| Name of the CD  | M                           |
| Creditor class  | M                           |
| No. of Processes on the date of Consent as per respective IP roles (IRP/RP/Liquidator/Bankruptcy Trustee/Authorized Representative/Other) | M                           |

**3.4 Invitation For Expression Of Interest**

| <b>Field</b>   | <b>Mandatory Fields (M)</b> |
|--|-----------------------------|
| Name of the Resolution Professional (RP)   | M                           |
| Registration Number of the RP  | M                           |
| Registered Address of the RP   | M                           |
| Name of the Corporate Debtor (CD)  | M                           |
| CIN/LLPIN of the CD  | M                           |
| PAN of the CD  | M                           |
| Registered office address of the CD (State, City/district, Pin-code)             | M                           |
| Operating Industry type of the CD  | M                           |
| Location of operation of the CD  | M                           |
| URL of website   | M                           |
| Details of place where majority of fixed assets are located                      | M                           |
| Installed capacity of main products/ services                                    | M                           |
| Quantity and value of main products/ services sold in last financial year        | M                           |
| Number of employees/workmen  | M                           |
| URL for Financial statements (with schedules) of two years                       | M                           |
| URL for eligibility for resolution applicants under section 25(2)(h) of the Code | M                           |
| Last date for receipt of expression of interest                                  | M                           |

| <b>Field</b>   | <b>Mandatory Fields (M)</b> |
|--|-----------------------------|
| Date of issue of provisional list of prospective resolution applicants   | M                           |
| Last date for submission of objections to provisional list   | M                           |
| Date of issue of final list of prospective resolution applicants   | M                           |
| Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants | M                           |
| Last date for submission of resolution plans   | M                           |
| Process email id to submit Expression of Interest  | M                           |

### 3.5 Compliance Certificate

| <b>Field</b>  | <b>Mandatory Fields (M)</b> |
|---|-----------------------------|
| iPIE Unique ID (System generated)   | M                           |
| Name of the Resolution Professional (RP)  | M                           |
| Name of the Insolvency Professional Agency (IPA)  | M                           |
| IBBI Registration No. of the RP   | M                           |
| Name of the CD  | M                           |
| Date of Initiation of CIRP  | M                           |
| Date of Appointment of IRP  | M                           |
| Date of Publication of Public Announcement  | M                           |
| Date of Constitution of CoC   | M                           |
| Date of First Meeting of CoC  | M                           |
| Date of Appointment of RP   | M                           |
| Date of Appointment of Registered Valuers   | M                           |
| Date of Issue of Invitation for EoI   | M                           |
| Date of Final List of Eligible Prospective Resolution Applicants  | M                           |
| Date of Invitation of Resolution Plan   | M                           |
| Last Date of Submission of Resolution Plan  | M                           |
| Date of Approval of Resolution Plan by CoC  | M                           |
| Date of Filing of Resolution Plan with Adjudicating Authority   | M                           |
| Date of Expiry of 180 days of CIRP  | M                           |
| Date of Order extending the period of CIRP  | M                           |
| Date of Expiry of Extended Period of CIRP   | M                           |
| Fair Value  | M                           |
| Liquidation value   | M                           |
| Number of Meetings of CoC held  | M                           |
| Detail of Financial Creditors<br>- Name of the Creditor<br>- Voting Share (%)<br>- Voting for Resolution Plan (Voted for / Dissented / Abstained) | M                           |
| Amounts provided for the stakeholders under the Resolution Plan   | M                           |

|   |   |
|---|---|
| - Category of Stakeholder<br>- Sub-Category of Stakeholder<br>- Amount Claimed<br>- Amount Admitted<br>- Amount Provided under the Plan<br>- Amount Provided to the Amount Claimed (%)  |   |
| Alteration of interests of existing shareholders by the resolution plan<br>- Category of Share Holder<br>- No. of Shares held before CIRP<br>- No. of Shares held after the CIRP<br>- Voting Share (%) held before CIRP<br>- Voting Share (%) held after CIRP | M |
| Compliance Details  | M |
| Actual Date of activities (To be captured from iPIE case timeline)  | M |
| Deviations and non-compliance details   | M |
| Details of Avoidance Transactions filed or pending  | M |
| Estimated cost of liquidation, estimated cost of assets available   | M |
| Contribution cost to Financial creditors  | M |

### 3.6 Revised Claim Form

#### SUBMISSION OF CLAIM BY CREDITORS

(Under Regulation 8 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

[Date]

From

[Name and address of the creditor, including address of its registered office and principal office]

"To

The Interim Resolution Professional / Resolution Professional

[Name of the Insolvency Resolution Professional / Resolution Professional]

[Address as set out in public announcement]

**Subject: Submission of claim and proof of claim.**

Madam/Sir,

[Name of the creditor], hereby submits this claim in respect of the corporate insolvency resolution process of [name of corporate debtor] having [CIN/LLP]. The details for the same are set out below:

#### PART A: CREDITOR DETAILS

##### 1. Information of Creditor:

- Display Name:



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अकर सचिव/Under Secretary

- Creditor ID (Any one of the following):
  - PAN:
  - Aadhar/Other (Specify), if PAN not available:
- Type of creditor – Individual/ Organization

**2. Organization Details, if applicable:**

- Name of Organization:
- Legal Constitution – Dropdown - (Public Ltd. company, Private Ltd. company, LLP, Proprietorship, Partnership, Entity Created by or under a Statute, Trust, HUF, Co-op Society, Association of Persons, Government, Self Help Group, Resident Individual, Non-Resident Foreign Company, other).
- CIN/LLP:
- Registered Address:
- Contact Number:
- Email Address:
- Name of Authorized Person (First, Middle & Last Name):
- Designation (In the case of company or limited liability partnership, the declaration and verification shall be made by the director/officer/company secretary/designated partner and in the case of other entities, any person authorised for the purpose by the entity.)
- Mobile Number of Authorized Person:
- Authorization Letter (Attach a copy):

**3. Whether authorized person will attend CoC – Yes/ No**

If no, then details of proposed member:

Name:  
Designation:  
Mobile Number:  
Email Address:  
Authorization letter (Attach a copy)

**4. Individual Creditor Details, if applicable:**

- Name: (First, Middle & Last Name)
- Address
- Mobile Number:
- Email Address:

**5. Related Party**

- Whether Related Party to CD: Yes/No
- Nature of Relationship – Dropdown of clauses as per definition u/s 5(24)
- Remarks (Brief of nature of relationship)\*(allow remarks to be given even in case of not related party)

**6. Bank Details:**

- IFSC Code:
- MICR Code:
- Bank Name:
- Branch:
- Account Number:
- SWIFT Code (in case of foreign account):

*Annexure : scanned cheque may be obtained to verify the details*

**PART B: Financial Creditor Specific Details**

**CONTRACT & CLAIM DETAILS** (To be filled for each contract separately)

**1. Contract Details:**

- Debt Contract Date
- Sanction Currency
- Sanctioned Amount
- Type of Debt (Term Loan/Working Capital/Non Fund Based// Guarantee /others)
- Tenure of debt:
- Remarks/Other important terms and conditions, if any
- Role of CD in contract: (Guarantor/ Principal borrower)
- Last date of acknowledgement of debt
- Details of any dispute or litigation related to claims giving latest status of the same:

**2. Working of Claim: (This will be calculated based on details in 3,4,5,6)**

1. Opening Balance
2. Date
3. Type of Debit (Disbursal/ Interest/ Charges/ Penal Interest/ insurance/ others)
4. Debit Amount
5. Type of Credit (Repayment/EMI/ Write off/ Sale of security/property/invocation of guarantee/ other)
6. Credit Amount
7. Closing Balance

**3. Disbursement Schedule structure:**

- Disbursed Amount
- Date of disbursement
- Name and PAN of the party to which disbursed in case disbursed to a party other than CD

**4. Repayment Schedule structure:**

- From Date
- To Date
- Scheduled Repayment Amount
- Interval
- Date of Payment

*(Based on above Repayment Schedule structure, construct repayment details with an option to change the actual repayment amount and repayment date)*

| Scheduled Date | Scheduled Amount | Actual Date | Actual Amount |
|----------------|------------------|-------------|---------------|
|                |                  |             |               |
|                |                  |             |               |

**5. Claim Component Detail:**

1. Name of claim component - Interest/ Penal Interest/ Late Fees/ Charges/ Insurance/ Moratorium/ Other (Specify)
2. From Date
3. To Date

  
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4. Amount on which calculation of claim component is based – Outstanding balance/ Overdue (Difference between drawing power and outstanding)/ Asset Value/ other (specify)
  5. Rate which needs to be charged on above amount.
  6. Compounding interval (Monthly, Quarterly, Half yearly, Annual, Others):
  7. Amount (Calculated based on balance and claim component details/ To be filled if Ad hoc i.e., not linked to rate)
6. **Working of claim component** – To be auto calculated by System based on inputs submitted in 7 & 8 above. Components (Breakdown of the total claim):
- Principal Amount
  - Interest
  - Other
  - Total
7. **Security:**
- Type of Security (Mortgage, Pledge, Lien, Hypothecation , Assignment/other)
  - Name and PAN of the person in case security given by a person other than CD)
  - ROC Charge ID (as registered with MCA, where applicable)- Asset wise or contract wise
  - CERSAI Security Interest ID
  - Details of Security:
  - Priority of Charge (Exclusive, First, Second etc.):
8. Classification of asset (as per schedule to latest Balance Sheet) – (list of assets type as per dropdown based on the schedules in balance sheet and also schedule II of the of companies Act (providing separate useful lives of assets))- Can be merged with 7.
9. **If the original transaction with CD was in the nature of Guarantee and not loan, details of principal borrowers for the loans for which guarantee was given**
- Name of Principal borrower:
  - CIN/LLP:
  - PAN of Principal borrower:
  - Amount of loan given to Principal borrower:
  - Address of Principal borrower:
  - Whether Principal borrower in CIRP:  
If yes, amount of claim admitted :
  - Whether guarantee invoked: Yes/No  
If yes, Date of invocation of guarantee

**10. If guaranteed by other persons, details of those guarantees**

- Name of Guarantor
  - PAN of guarantor
  - CIN/LLP, if any
  - Amount guaranteed.
  - Details of security, if any:
  - Whether guarantee invoked: Yes/No  
If yes, date of invocation of guarantee
  - Whether Guarantor in IIRP/CIRP: Yes/No;  
If yes, date of commencement of IIRP/ CIRP
- Name of RP

**11. If obtained by assignment:**

- Name of assignor:
- PAN of assignor:
- Date of assignment:
- Amount assigned :
- Remarks , if any.

**Attachments:**

**Debt:**

- a. Copy of Loan Agreement/Sanction letter (as revised from time to time)
- b. Loan Account Statement
- c. Document showing latest acknowledgment of debt by the debtor
- d. Document giving latest status of dispute/ litigation related to claims
- e. Any other documents

**Security:**

- a. Copy of the Security Deed
- c. Proof of Registration with CERSAI
- c. Copy of the Certificate of Registration of Charge with MCA. Any other document relating to creation of security

**Part C: Homebuyer specific details**

**1. Booking Details:**

- Booking Date:
- Booking Reference Number:
- Project Name & Location:
- Nature of Property (Plot, Flat, Villa, Parking, Commercial, etc.):
- Tower, if applicable
- Floor
- Unit Number:
- Date of agreement
- Date of registration of agreement, if any
- Scheduled date of possession as per agreement:
- Date of possession, if any:
- Price, as per agreement:
- Carpet area
- Super built-up area
- Rate per sq. ft.
- Particulars of Booking (Attach Copy of Agreement):
  - i. Total Amount Paid:
  - ii. Terms of Payment:
  - iii. Rate of Interest incl. compounding interval (applicable in case of refund):
  - iv. Other important terms and conditions:

**2. Payment Status (Multiple entries for each demand/payment)**

- Due Date of demand from CD
- Amount due

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अमर सचिव/Under Secretary

- Discount, if any on prepayment
- Amount due after discount
- GST amount
- GST paid to Government (net of reversal)
- Date of payment
- Amount paid
- Rate of interest as per agreement, (From payment date till ICD)
- Any other amount to be paid by CD (eg assured returns, delay penalty)
- Remarks (brief calculation of amount mentioned above):

**3. Claim Components** (Breakdown of the total claim):

- Principal Amount:
- Interest:
- Other (Specify):
- Total Claim Amount (in INR):

**4. Details of Home Loan, if any:**

- Name of Banks/FI
- Loan account number
- Amount of loan, if any
- Amount outstanding

**5. Authorised Representative**

- Name of the insolvency professional who will act as the Authorised representative of creditors of the class (Dropdown of three names)

**6. Preference of Allotees:** Refund/Allotment of property (Dropdown)

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एमटी असिस्टेंट/Under Secretary

## Part C: Operational Creditor specific details

### 1. Relationship (Employee/Workmen/Supplier of Goods/Services/Government Dues/Others- specify)

#### A. Workmen/Employee:

##### 1. Nature of Employment:

- Employee Identification Number (if applicable)
- Designation/Job Title
- Date of Joining
- Date of Exit (if applicable)
- PF ID number:
- UAN (as per PF records)

##### 2. Details of wages/salary

- From Date
- To Date
- Period for which details are submitted (daily/ weekly/ monthly/ quarterly/ annually/ others)
- Scheduled date of salary
- Gross salary
- Deductions from gross salary
  - Income Tax
  - Professional Tax,
  - PF-employee contribution
  - ESI
  - others- specify
- Net Amount Due

(Based on above Payment Schedule structure, construct Payment details with an option to change the actual repayment amount and Payment date)

| Scheduled Date | Net Payment Amount | Actual Date | Actual Amount Paid |
|----------------|--------------------|-------------|--------------------|
|                |                    |             |                    |
|                |                    |             |                    |

Based on the scheduled dates the amount of workmen/employees will be segregated into 24 months/12 months dues.

### 3. Details of Dues pertaining to retirement benefits/statutory obligations (Multiple selection - PF , ESIC, gratuity, others-specify etc.)

#### Attachments:

##### 1. Documents Supporting the Claim:

- Copies of employment contracts
- Salary slips, payment records
- Any communication related to outstanding dues

##### 2. Details of Any Dispute or Litigation:

**B. Supplier of Goods or Services:**

1. Supplier Information & Nature of Supply:
  - GSTIN (Goods and Services Tax Identification Number), if any
  - Customer Identification Number (if applicable):
  - Description of goods/services supplied
  - Date of the supply agreement or contract
  - Details of any dispute or litigation related to claims giving latest status of the same:
2. Details of payments due (Only the invoices which are not paid/partly as per the records of the claimant)
  - Invoice Date
  - Invoice amount
  - Proof of delivery: Dropdown (Delivery challan/E Way Bill/Gate Pass, other-specify)
  - Invoice currency
  - Rate of Exchange
  - Amount adjusted, if any
  - Remarks about the adjustments
  - GST amount
  - Total amount
  - Amount received
  - Output GST (net of reversal)
  - TDS credit received
  - Amount not received
  - Rate of interest, if applicable
  - Due date for interest
  - Total amount receivable from CD
3. Claim Components (Breakdown of the total claim):
  - Principal Amount:
  - Interest:
  - Other (Specify):

**Attachments:**

- Copies of invoices, purchase orders, and supply agreements
- Copies of relevant extracts of GST Returns
- Any communication related to outstanding dues
- Details of Any Dispute or Litigation

**C. Government Dues:**

1. Nature of Dues:
  - From Date (of the period to which dues pertain)
  - To Date (of the period to which dues pertain)
  - Date of demand
  - Description of the dues (dropdown- basic dues, taxes, levies, fines, penalties, others-specify – enable multiple selection)
  - The specific law
  - Provisions (Section/ Rule/ Regulations) under which the dues are owed

- Amount of dues
- Details of any dispute or litigation related to claims giving latest status of the same:

2. **Claim Components** (Breakdown of the total claim):

- Basic/Principal Amount:
- Interest:
- Other (Specify):
- Total amount

**Attachment:**

Payment Records and Notices:

- Copies of payment records, notices, demands, or assessments from the government agency
- Details of any dispute or litigation related to claims giving latest status of the same:
- Working in respect of the due amount be also provided e.g. EPFO should give the employee-wise details of the PF amount due with amounts bifurcated as principal, interest, penalty etc.

**Other Details (Common – to be populated before the declaration)**

7. **Set-off**, if any (Details of any mutual credit, mutual debts, or other mutual dealings between the corporate debtor and the creditor which may be set-off against the claim)
  - Amount to be Set-off:
  - Reason for Set-off:

**DECLARATION**

1. I, [Name] the claimant hereinabove, do hereby verify that the contents of this proof of claim are true and correct to my knowledge and belief and no material fact has been concealed therefrom.
2. Verified at ... on this ..... day of ....., 20....

*(Signature of claimant)*

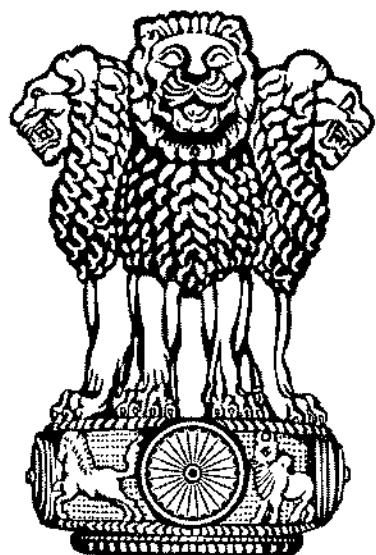


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अकासा सचिव/Under Secretary



**Annexure 4 – RFP for “Selection of System Integrator for Design, Implementation, Enhancements, Operations and Maintenance of Integrated Platform for IBC ecosystem (iPIE) and Mobile Application”**

**Draft Master Service Agreement**



**सत्यमेव जयते**

<<xx xx 2025>>

**Ministry of Corporate Affairs  
Government of India**

**MASTER SERVICE AGREEMENT**

अनिल कंदपात्र/Anil C Kandpat  
अधर सचिव/Under Secretary

A handwritten signature in black ink, appearing to read "Anil C Kandpat".

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अनिल कंदपाल/Anil C Kandpal  
उपराज्यमान/Under Secretary

THIS MASTER SERVICE AGREEMENT ("Agreement") is made on this the <####> day of <####>20... at <####>, India.

BETWEEN

The President of India, acting through < the Purchaser >, having its office at <Address> hereinafter referred to as the Purchaser, which expression shall, unless the context otherwise requires, include its permitted successors, and assigns);

AND

<####>, a Company incorporated under the Companies Act, 1956, having its registered office at <####> (hereinafter referred to as '**Agency**' which expression shall, unless the context otherwise requires, include its permitted successors, and assigns).

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

WHEREAS:

- (1) The Purchaser desires to develop and maintain an Integrated Platform and mobile application (Android and iOS) for the IBC ecosystem (iPIE).
- (2) In furtherance of the same, the Purchaser undertook the selection of a suitable Agency through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <####>.
- (3) The successful bidder has been selected as the Agency on the basis of the bid response to undertake the tasks.

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

## 1. Definition and Interpretations

### 1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below:

|                   |   |
|-------------------|---|
| Adverse Effect    | means material adverse effect on<br>(i) the ability of the Agency to exercise any of its rights or perform/ discharge any of its duties/ obligations under and in accordance with the provisions of this Agreement and/or<br>(ii) the legal validity, binding nature or enforceability of this Agreement; |
| Agreement         | means this Master Service Agreement together with all Articles, Annexures, Schedules and the contents and the RFP   |
| Applicable Law(s) | means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date           |

|                          |  |
|--------------------------|--|
|                          | of the execution of this Agreement and during the subsistence thereof, applicable to the Project;  |
| Business Hours           | shall mean the working time for the Purchaser users which is 9:30 AM to 6:30 PM.   |
| Confidential Information | <p>means all information including the Purchaser Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);</p> <p>All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within &lt;15 days&gt; from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information"</p> |
| Control                  | <p>means, in relation to any business entity, the power of a person to secure:</p> <ul style="list-style-type: none"> <li>(i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or</li> <li>(ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;</li> </ul>   |
| Deliverables             | means the services agreed to be delivered by the Agency in pursuance of the agreement as defined more elaborately in the RFP   |
| Proprietary Information  | shall have the same meaning ascribed to it in Clause 18  |
| Effective Date           | shall have the same meaning ascribed to it in Clause 3;  |
| Purchaser Data           | means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayer's data and related information including but not restricted to user data which the Agency obtains, possesses, or processes in the context of providing the Services to the users pursuant to this Agreement;   |
| Force Majeure            | shall have the same meaning ascribed to it in Clause 16.1;   |
| Force Majeure Costs      | shall have the same meaning ascribed to it in Clause 16.2;   |
| Gol                      | means the Government of India  |

|                              |   |
|------------------------------|---|
| Indemnifying Party           | shall have the same meaning ascribed to it in Clause 15;  |
| Intellectual Property Rights | means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);   |
| Material Breach              | means a breach by either Party (Purchaser or Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;   |
| Parties                      | means Purchaser and Agency for the purposes of this Agreement and "Party" shall be interpreted accordingly,   |
| Performance Guarantee        | Performance Guarantee to be valid at all times during the Term of the contract (including any renewal) and for a period of 60 days beyond all contractual obligations   |
| Replacement Agency           | means any third party that Purchaser or its nominated agencies appoint to replace Agency upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;  |
| Required Consents            | means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed, and operated by the Agency including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure A; |
| Services                     | means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed, and operated by the Agency including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure A; |
| Stakeholders                 | means Purchaser or its nominated agencies, its employees and other relevant participants as identified by Purchaser;  |
| Term                         | shall have the same meaning ascribed to it in Clause 3;   |
| Third Party Systems          | means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Purchaser or Agency and to which Agency has been granted a license to use and which are used in the provision of Services;   |

## 1.2 Interpretations

In this Agreement, unless otherwise specified:

- (i) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures 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) references to times are to Indian Standard Time;
- (vii) 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
- (viii) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

### 1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

### 1.4 Ambiguities within agreements

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (i) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general clause;
- (ii) as between the provisions of this Agreement and the Schedules/ Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/ Annexures; and
- (iii) as between any value written in numerals and that in words, the value in words shall prevail.

### 1.5 Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- (i) This Agreement along with
- (ii) NDA agreement,
- (iii) Schedules and Annexures;
- (iv) the RFP along with subsequently issued corrigenda



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शास्त्रीय सचिव/Under Secretary

- (v) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents of the RFP

## 2. Scope of the project

### 2.1 Scope of Work

Detailed scope of work provided in the RFP document (to be read along with the corrigenda (if any))

## 3. Term and Duration of the Agreement

This Agreement shall come into effect on <####> 202- (hereinafter the 'Effective Date') and the period of contract will be 60 months from the effective date, unless terminated earlier (as per termination clause, in which case the contract shall get terminated on fulfilment of all obligations mentioned as per termination clause and exit management schedule).

The Agreement may further be extended for periods of two years with a maximum of two (2) such extensions, by mutual consent on the same terms and conditions.

## 4. Conditions of Precedent and effective date

### 4.1 Provision to take effect upon fulfilment of conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Agency.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties (or its nominated agencies) under this Agreement shall commence from the fulfilment of the Conditions Precedent as set forth below:

#### (i) Conditions Precedent of the Agency

The Agency shall be required to fulfil the Conditions Precedent in which is as follows:

- (a). to provide a Performance Security/Guarantee and other guarantees/ payments within <15 days> of the receipt of notification of award from the Purchaser; and
- (b). to provide the Purchaser or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery, and performance of this Agreement by the Agency

#### (ii) Conditions Precedent of the Purchaser:

The Purchaser shall be required to fulfil the Conditions Precedents which are as follows:

- (a). Necessary clearances associated with the execution of the project, unless specified to be performed by the Agency

(b). Approval of the Project by a Competent Authority

#### 4.2 Extension of time for fulfilment of conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions precedent and the Term of this Agreement

#### 4.3 Non-fulfilment of the agency's conditions precedent

- (i) In the event that any of the Conditions Precedent of the Agency have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by the Purchaser or its nominated agencies, this Agreement shall cease to exist;
- (ii) In the event that the Agreement fails to come into effect on account of non-fulfilment of the Agency's Conditions Precedent, the Purchaser or its nominated agencies shall not be liable in any manner whatsoever to the Agency and the Purchaser shall invoke the bid security clause .
- (iii) In the event that possession of any of the Purchaser or its nominated agencies facilities has been delivered to the Agency prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to the Purchaser or its nominated agencies, free and clear from any encumbrances or claims

### 5. Change in Control

- (i) In the event of a change of control of the Agency during the Term, the Agency shall promptly notify the Purchaser and/or its nominated agencies of the same.
- (ii) In the event that the net worth of the surviving entity is less than that of Agency prior to the change of control, the Purchaser or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Agency from a guarantor acceptable to the Purchaser or its nominated agencies (which shall not be Agency or any of its associated entities).
- (iii) If such a guarantee is not furnished within 30 days of the Purchaser or its nominated agencies requiring the replacement, the Purchaser may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- (iv) Pursuant to termination, the effects of termination as set out in 'Termination clause' of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Agency shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

### 6. Representations and warranties

#### 6.1 Representations & Warranties of the agency

The Agency represents and warrants to the Purchaser or its nominated agencies that:

- (i) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;

- (ii) it is a competent provider of a variety of information technology and business process management services;
- (iii) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (iv) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (v) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to the Purchaser's normal business operations
- (vi) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (vii) the information furnished in the Agency's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- (viii) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (ix) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (x) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (xi) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (xii) no representation or warranty by it contained herein or in any other document furnished by it to the Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (xiii) 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 Purchaser or its nominated agencies in connection therewith.

## 6.2 Representations & Warranties of the Purchaser & its nominated agencies

The Purchaser or its nominated agencies represent and warrant to the Agency that:

- (i) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- (ii) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (iii) it has the financial standing and capacity to perform its obligations under the Agreement;
- (iv) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (v) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- (vi) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (vii) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- (viii) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Purchaser or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (ix) it has complied with Applicable Laws in all material respects;
- (x) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and

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- (xi) upon the Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Agency, in accordance with this Agreement.

## 7. Obligations of the Purchaser or its Nominated Agencies

Without prejudice to any other undertakings or obligations of the Purchaser or its nominated agencies under this Agreement, the Purchaser or its nominated agencies shall perform the following:

- (i) To authorize the Agency to interact with other / external entities such as the media agency, content agency etc

## 8. Obligation of Agency

- (i) It shall perform the services as set out in Section 2 of this Agreement and in a good and workmanlike manner to commensurate with industry and technical standards.
- (ii) It shall ensure that the services are being provided as per the agreed timelines.

## 9. Approval and Required Consents

The Parties shall cooperate to procure, maintain, and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Required Consents") necessary for the Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided

## 10. Use of Assets by Agency

During the Term the Agency shall:

- (i) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used, and other facilities leased / owned / operated by the Agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets;

## 11. Access to the Purchaser or its Nominated Agencies Locations

Access to locations shall be made available to the Agency on an "as is, where is" basis by the Purchaser as the case may be or its nominated agencies. The Agency agrees to ensure that its employees, agents, and contractors shall not use the location for the following purposes:

- (i) for the transmission of any material which is defamatory, offensive, or abusive or of an obscene or menacing character; or
- (ii) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality)

## 12. Security

- (i) The Agency shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable) and follow the

industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.

- (ii) Each Party to the Agreement shall also comply with Purchaser or the Government of India security standards and policies in force from time to time at each location of which Purchaser or its nominated agencies make the Agency aware in writing insofar as the same apply to the provision of the Services.
- (iii) The Parties to the Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Purchaser as the case may be or any of their nominee's data, facilities or Confidential Information.
- (iv) The Agency shall upon reasonable request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (v) As per the provisions of this Agreement, the Agency shall promptly report in writing to the Purchaser or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Purchaser as the case may be

## 13. Financial Matters

### 13.1 Terms of Payment

- (i) In consideration of the Services and subject to the provisions of this Agreement, the Purchaser shall pay the Agency for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule III of this Agreement.
- (ii) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Agency performance of any obligations under this Agreement) other than those covered in Schedule III of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

### 13.2 Invoicing and Settlement

- (i) Subject to the specific terms of the Agreement, the Agency shall submit its invoices in accordance with the following principles:
  - (a) Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the agreement, the Agency shall raise an invoice as per Schedule III of this Agreement;
- (ii) The Agency alone shall invoice all payments after receiving due approval of completion of payment milestone from the competent authority. Such invoices shall be accurate with all adjustments or changes in the terms of payment as stated in Schedule III of this Agreement.

- (iii) Payment shall be made within <30 working days> of the receipt of invoice along with supporting documents by the Purchaser subject to deduction of applicable penalties specified in Schedule IV.

### 13.3 Tax

- (i) The Purchaser or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Agency wherever applicable. The Agency shall pay for all other taxes in connection with this Agreement, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- (ii) The Purchaser or its nominated agencies shall provide Agency with the original tax receipt of any withholding taxes paid by the Purchaser or its nominated agencies on payments under this Agreement. The Agency agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Purchaser or its nominated agencies and the Agency.
- (iii) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e., service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Agency under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the amounts specified in Schedule III. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

## 14. Termination

### 14.1 For Material Breach

- (i) 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 one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Purchaser or Agency, 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, which could include the following events and the termination will become effective:
  - (a) If the Agency is not able to deliver the services as per the terms defined in RFP which translates into Material Breach, then the Purchaser may serve a 30-days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate this Agreement. Further, the Purchaser may offer a reasonable opportunity to the Agency to explain the circumstances leading to such a breach.

- (b) If there is a Material Breach by the Purchaser or its nominated agencies then the Agency shall give a one month's notice for curing the Material Breach to the Purchaser. After the expiry of such notice period, the Agency will have the option to terminate the Agreement.
- (ii) The Purchaser may by giving a one month's written notice, terminate this Agreement if a change of control of the Agency has taken place. For the purposes of this Clause, in the case of Agency, change of control shall mean the events stated in Clause 5, and such notice shall become effective at the end of the notice period as set out in Clause 5.
- (iii) In the event that Agency undergoes such a change of control, the Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Agency by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Agency.

#### 14.2 Termination for convenience

- (i) The Purchaser may at any time terminate the Contract for any reason by giving the SI a notice of termination that refers to this clause.
- (ii) Upon receipt of the notice of termination under this clause, the Agency shall either as soon as reasonably practical or upon the date specified in the notice of termination:
  - (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
  - (b) remove all Agency's Equipment from the site, repatriate its personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
  - (c) in addition, the Agency shall:
    - (1). deliver to the Purchaser the parts of the System executed by the Agency up to the date of termination;
    - (2). to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Agency to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser
    - (3). deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Agency

#### 14.3 Effects of Termination

- (i) In the event that the Purchaser terminates this Agreement pursuant to failure on the part of the Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Agency may be forfeited
- (ii) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule I of this Agreement



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गोपनीय/Under Secretary

#### 14.4 Termination of this agreement due to bankruptcy of agency

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

### 15. Indemnification and Limitation of liability

- (i) Subject to Clause 15(4) below, Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") 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.
- (ii) 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.
- (iii) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
  - (a). Indemnified Party's misuse or modification of the Service;
  - (b). Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
  - (c). Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
  - (d). However, if any service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either
    - (1). Procure the right for Indemnified Party to continue using it
    - (2). Replace it with a non-infringing equivalent
    - (3). Modify it to make it non-infringing
  - (e). The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement
- (iv) The indemnities set out in Clause 15 shall be subject to the following conditions
  - (a). the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - (b). the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Défense 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 Défense;
  - (c). if the Indemnifying Party does not assume full control over the Défense of a claim as provided in this Article, the Indemnifying Party may participate in such Défense

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 included in Losses;

- (d). the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (e). all settlements of claims subject to indemnification under this Clause will:
  - (1). be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - (2). include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (f). the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (g). the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (h). in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (i). if a Party makes a claim under the indemnity set out under Clause 15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages)
- (v). The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15 and breach of Clause 12.1 and 17.
- (vi). In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.
- (vii). The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

Shri M V Chaitanya /Anil C Kandpal  
SAC /Under Secretary

## 16. Force Majeure

### 16.1 Definition of Force Majeure

"Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

### 16.2 Force Majeure Events

- (i) A Force Majeure shall include, without limitation, the following:
  - (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
  - (b) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
  - (c) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- (ii) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- (iii) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.
- (iv) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 16.
- (v) No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
  - (a) constitute a default or breach of the Contract;
  - (b) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- (vi) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- (vii) In the event of termination pursuant to Clause 16, the rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.

- (viii) Notwithstanding Clause 16.2.4, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.
- (ix) It is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

## 17. Confidentiality

- (i) The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Agency regarding any forbidden disclosure.

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- (a). information already available in the public domain;
- (b). information which has been developed independently by the Agency;
- (c). information which has been received from a third party who had the right to disclose the aforesaid information;
- (d). Information which has been disclosed to the public pursuant to a court order
- (ii) Notwithstanding anything to the contrary mentioned hereinabove, the Agency shall have the right to share the Letter of Intent / work order provided to it by the Purchaser in relation to this agreement, with its prospective purchases solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

## 18. Intellectual Property Rights (IPR)

- (i) **Products and fixes:** All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Agency would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to the Purchaser for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
- (ii) **Bespoke development:** Subject to the provisions of Clause 19.3 and 19.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie exclusively with the Purchaser.



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उच्च सचिव / Uader Secretary

- (iii) **Pre-existing work:** All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Agency should grant the Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to the Purchaser as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. The Purchaser's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with the Purchaser at the conclusion of performance of the services.
- (iv) **Residuals:** In no event shall Agency be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

## 19. Miscellaneous

### 19.1 Notices

- (i) Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post or by email.
- (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 as set out below:

Ministry of Corporate Affairs

Government of India

<Address>

Tel:

Fax:

Email:

Contact:

With a copy to:

Agency

अनिल कंदपाई/Anil C Kandpai  
अधिकारी सचिव/Under Secretary

Tel:

Fax:

Email:

Contact:

- (iii) In relation to a notice given under the MSA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- (iv) Either Party to this Agreement may change its address, telephone number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

#### 19.2 Variations and Further Assurance

- (i) No amendment, variation or other change to this Agreement shall be valid unless authorised in writing. Such amendment shall be 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.

#### 19.3 Severability and Waiver

- (i) 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 or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid, or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- (ii) 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.

#### 19.4 Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Agency as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken



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लोक सचिव/Under Secretary

#### 19.5 Ethics

The Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of the Purchaser or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of the Purchaser standard policies and may result in cancellation of this Agreement,

#### 19.6 Entire Agreement

This Agreement with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation

### 20. Jurisdictions

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and are in force for the time being are applicable to this contract tender

### 21. Governing Laws and dispute resolution

- (i) This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.
- (ii) Any dispute arising out of or in connection with this Agreement shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule II of this Agreement.
- (iii) In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:
  - (a). Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
  - (b). The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.
  - (c). If no resolution can be reached through mutual discussion or mediation within 30 days, then the matter should be referred to Experts for advising on the issue.
- (iv) In case the mediation does not help in resolution, and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:

- (a). Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator.
  - (b). Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute
  - (c). The expert panel shall use his best endeavours to provide a neutral position on the issue.
  - (d). If no resolution can be reached through the above means within 30 days, then the matter should be referred to Arbitration
- (v) Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof 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 one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi India. 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 Arbitration proceedings will be held at Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India
- (vi) Compliance with laws: Each party will comply with all applicable laws and regulations.
- (vii) Third party components: Agency will provide all third-party components solely on a pass-through basis in accordance with the relevant third-party terms and conditions.

In Witness Whereof the Parties have by duly authorized Representatives set their respective hands and seal on the date first above Written in the presence of:

Witnesses:

Signed by:

(Name and designation) For and on behalf of the Purchaser

(First Party)

Signed by:

(Name and designation)

अनिल कंदपाल/Anil C Kandpal  
अधर सचिव/Under Secretary

Draft Master Service Agreement

Agency  
(Second Party)

(Name and designation) For and on behalf of Agency Signed by:



अनिल कंदपाल/Anil C Kandpal  
अधिकारी/Under Secretary

## Schedule I – Exit Management Schedule

### (i) Purpose

- (a). This Schedule sets out the provisions, which will apply on expiry or termination of the MSA or the Project.
- (b). In the case of termination of the Project, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- (c). The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- (d). The transition & exit management period shall start 6 months before the expiration of the contract. The Agency shall provide shadow support for at least 3 months and secondary support for an additional 3 months before the end of the O&M period or termination of the contract, as applicable at no additional cost to the Purchaser. In case of termination, the exit management period shall start from effective date of termination, or such other date as may be decided by the Purchaser but no later than 6 months from the effective date of termination. The final sign-off shall be provided by the Purchaser or any agency appointed by the Purchaser

### (ii) Cooperation and provision of information

During the exit management period:

- (a). The Agency will allow the purchaser or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the purchaser to assess the existing services being delivered;
- (b). Promptly on reasonable request by the purchaser, the Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Agency shall permit the purchaser or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the purchaser to understand the methods of delivery of the services employed by the Agency and to assist appropriate knowledge transfer.

### (iii) Confidential information, Security, and data

- (a). The Agency will promptly on the commencement of the exit management period supply to the purchaser or its nominated agency the following:
  - (1). information relating to the current services rendered and customer and performance data
  - (2). documentation relating to Computerization Project's Intellectual Property Rights;
  - (3). all current and updated data as is reasonably required for purposes of purchaser or its nominated agencies transitioning the services to its Replacement Agency in a readily available format nominated by the purchaser, its nominated agency;

- (4). all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable purchaser or its nominated agencies, or its Replacement Agency to carry out due diligence in order to transition the provision of the Services to purchaser or its nominated agencies, or its Replacement Agency (as the case may be).
- (b). Before the expiry of the exit management period, the Agency shall deliver to the purchaser or its nominated agency all new or up-dated materials and shall not retain any copies thereof, except that the Agency shall be permitted to retain one copy of such materials for archival purposes only.
- (c). Before the expiry of the exit management period, unless otherwise provided under the MSA, the purchaser or its nominated agency shall deliver to the Agency all forms of Agency confidential information, which is in the possession or control of the purchaser or its users.

(iv) Employees

Promptly on reasonable request at any time during the exit management period, the Agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the purchaser or its nominated agency a list of all employees (with job titles) of the Agency dedicated to providing the services at the commencement of the exit management period.

(v) Rights to access to premises

- (a). At any time during the exit management period, where Assets are located at the Agency's premises, the Agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the purchaser or its nominated agency and/or any Replacement Agency in order to make an inventory of the Assets.
- (b). The Agency shall also give the purchaser or its nominated agency or its nominated agencies, or any Replacement Agency right of reasonable access to the Implementation Partner's premises and shall procure the purchaser or its nominated agency or its nominated agencies and any Replacement Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the purchaser or its nominated agency, or a Replacement Agency.

(vi) General obligations of the agency

- (a). The Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the purchaser or its nominated agency or its Replacement Agency and which the Agency has in its possession or control at any time during the exit management period.
- (b). For the purposes of this Schedule, anything in the possession or control of any Agency or associated entity is deemed to be in the possession or control of the Agency.
- (c). The Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

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आर एसएस/Arsh SSS

- (d). The Agency shall create an exact replica of the latest development environment at the Purchaser's premises

(vii) Exit Management Plan

- (a). The Agency shall provide the Purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project

- (1). A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- (2). plans for the communication with such of the Agency's staff and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;
- (3). plans for provision of contingent support to Purchaser, and Replacement Agency for a reasonable period after transfer.
- (4). The Agency shall re-draft the Exit Management Plan annually (if the project gets extended beyond one year) thereafter to ensure that it is kept relevant and up to date.

- (b). Each Exit Management Plan shall be presented by the Agency to and approved by the Purchaser or its nominated agencies

- (c). The terms of payment as stated in the Terms of Payment Schedule include the costs of the Agency complying with its obligations under this Schedule

- (d). In the event of termination or expiry of MSA, each Party shall comply with the Exit Management Plan.

- (e). During the exit management period, the Agency shall use its best efforts to deliver the services.

- (f). Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

- (g). This Exit Management plan shall be furnished in writing to the purchaser or its nominated agencies within 90 days from the Effective Date of this Agreement



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अधिकारी/Under Secretary

## Schedule II – Governance Schedule

### (i) Purpose

The purpose of this Schedule is to:

- (a). establish and maintain the formal and informal processes for managing the relationship between the Purchaser and the Agency (including the outputs from other Schedules to this Agreement);
- (b). ensure the continued alignment of the interests of the Parties;
- (c). set out the procedure for escalating disagreements; and

### (ii) Governance Procedures

- (a). The Parties shall ensure as far as reasonably practicable that the Purchaser shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- (b). In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- (c). The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action
- (d). All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).
- (e). If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.



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अमर राज्या/Under Secretary

## Schedule III- Terms of Payments Schedule

| Sr. #  | Milestone | Payment Terms (% of the quoted value of Phase I) | Payment Milestone |   |
|--|-----------|--|-------------------|---|
| <b>Phase I – To be initiated from the contract signing date and continued till completion of M4 milestone of Phase I</b> |           |  |                   |   |
| 1  | M1        | 10%  | M1.1<br>5%        | <ul style="list-style-type: none"> <li>Submission of PBG</li> <li>Mobilization and deployment of core team as mentioned in D1 under milestone 1 of Section 7</li> </ul> |
|  |           |  | M1.2<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables (D2, D3 &amp; D4) mentioned as per milestone 1 of Section 7</li> </ul>     |
| 2  | M2        | 20%  | M2.1<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D5 mentioned as per milestone 2 of Section 7</li> </ul>                     |
|  |           |  | M2.2<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D6 mentioned as per milestone 2 of Section 7</li> </ul>                     |
|  |           |  | M2.3<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D7 mentioned as per milestone 2 of Section 7</li> </ul>                    |
|  |           |  | M2.4<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D8 mentioned as per milestone 2 of Section 7</li> </ul>                     |
| 3  | M3        | 30%  | M3.1<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D9 mentioned as per milestone 3 of Section 7</li> </ul>                     |
|  |           |  | M3.2<br>5%        | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D10 mentioned as per milestone 3 of Section 7</li> </ul>                    |
|  |           |  | M3.3<br>10%       | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D11 mentioned as per milestone 3 of Section 7</li> </ul>                    |
|  |           |  | M3.4<br>10%       | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D12 mentioned as per milestone 3 of Section 7</li> </ul>                    |

|   |    |     |             |  |
|---|----|-----|-------------|--|
| 4 | M4 | 40% | M4.1<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D13 &amp; D14 mentioned as per milestone 4 of Section 7</li> </ul>      |
|   |    |     | M4.2<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D15 &amp; D16 mentioned as per milestone 4 of Section 7</li> </ul>      |
|   |    |     | M4.3<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D17 mentioned as per milestone 4 of Section 7</li> </ul>                 |
|   |    |     | M4.4<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D18, D19 &amp; D20 mentioned as per milestone 4 of Section 7</li> </ul> |
|   |    |     | M4.5<br>15% | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D21 mentioned as per milestone 4 of Section 7</li> </ul>                 |
|   |    |     | M4.6<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D22 mentioned as per milestone 4 of Section 7</li> </ul>                 |

| Sr. # | Milestone | Payment Terms | Payment Milestone |
|-------|-----------|---------------|-------------------|
|-------|-----------|---------------|-------------------|

**Phase II-A: O&M Support for Phase I modules – To be initiated upon completion and acceptance of Phase I deliverables until completion of Phase II-B**

| 5     |           | Quarterly payments to be done for manpower resources deployed as per cost of Phase II-A | <ul style="list-style-type: none"> <li>Submission and approval of system generated monthly website and mobile app availability report (as per achieved SLAs)</li> <li>Submission and approval of monthly activity plans</li> <li>Submission and approval of monthly activity reports</li> </ul> |
|-------|-----------|---|---|
|       |           |   |   |
| Sr. # | Milestone | Payment Terms (% of the quoted value of Phase II-B)                                     | Payment Milestone   |

**Phase II-B: To be initiated post completion of Phase I**

|   |    |     |            |  |
|---|----|-----|------------|--|
| 6 | M5 | 25% | M5.1<br>8% | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D26 mentioned as per milestone 5 of Section 7</li> </ul> |
|   |    |     | M5.2<br>8% | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D27 mentioned as per milestone 5 of Section 7</li> </ul> |

|  |           |  | M5.3<br>9%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D28 mentioned as per milestone 5 of Section 7</li> </ul>                 |
|--|-----------|--|---|--|
| 7  | M6        | 25%  | M6.1<br>15%   | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D29 mentioned as per milestone 6 of Section 7</li> </ul>                 |
|  |           |  | M6.2<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D30 mentioned as per milestone 6 of Section 7</li> </ul>                 |
|  |           |  | M6.3<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D31 mentioned as per milestone 6 of Section 7</li> </ul>                 |
| 8  | M7        | 50%  | M7.1<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D32 &amp; D33 mentioned as per milestone 7 of Section 7</li> </ul>      |
|  |           |  | M7.2<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D34 mentioned as per milestone 7 of Section 7</li> </ul>                 |
|  |           |  | M7.3<br>10%   | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverables D35, D36 &amp; D37 mentioned as per milestone 7 of Section 7</li> </ul> |
|  |           |  | M7.4<br>25%   | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D38 mentioned as per milestone 7 of Section 7</li> </ul>                 |
|  |           |  | M7.5<br>5%  | <ul style="list-style-type: none"> <li>Submission and approval of documents and deliverable D39 mentioned as per milestone 7 of Section 7</li> </ul>                 |
| Sr. #  | Milestone | Payment Terms  | Payment Milestone   |  |
| <b>Phase III: To be initiated post completion and acceptance of Phase II-B</b> |           |  |   |  |
| 9  |           | Quarterly payments to be done for manpower resources deployed as per cost of Phase III | <ul style="list-style-type: none"> <li>Submission and approval of system generated monthly website and mobile app availability report (as per achieved SLAs)</li> <li>Submission and approval of monthly activity plans <ul style="list-style-type: none"> <li>Submission and approval of monthly activity reports</li> </ul> </li> </ul> |   |

(i) Phase I: Payment Terms

Payments will be made on milestone basis, after completion and approval of deliverables submitted by SI to the Purchaser. Any extensions in timeline if required by SI, and approved by the Purchaser for implementation of Phase I shall not incur any additional cost on the cost submitted as part of commercial proposal by SI (successful bidder) or approved for Phase I.

(ii) Phase II-A: Payment Terms

Payments will be made on quarterly basis as per the deployment of the appointed personnel as per approved deployment plan and satisfactory performance against required activities. However, the submission of deliverables and reports by the SI shall be done on monthly basis. In case of delay in Phase II-B roll out, the SI shall continue to provide support as per scope of work of Phase II-A without any additional cost on the cost submitted as part of the commercial proposal or approved for Phase II-A.

(iii) Phase II-B: Payment Terms

Payments will be made on milestone basis, after completion and approval of deliverables submitted by SI to the Purchaser. Any extensions in timeline if required by SI, and approved by the Purchaser for implementation of Phase II-B shall not incur any additional cost on the cost submitted as part of commercial proposal by SI (successful bidder) or approved for Phase II-B.

(iv) Phase III: Payment Terms

Payments will be made on quarterly basis as per the deployment of the appointed personnel as per approved deployment plan and satisfactory performance against required activities. However, the submission of deliverables and reports by the SI shall be done on monthly basis.

(v) Other Payments Terms and Conditions

- (a). The SI (successful bidder) shall submit the bill for payment as per terms and conditions defined in the aforementioned sections. In case, deliverables are of satisfactory quality, the Purchaser shall release the payment to SI. However, in case of any discrepancy, the SI shall incorporate the feedback provided by the Purchaser and re-submit it until the quality is acceptable by the Purchaser for releasing the payment.
- (b). Payment would be made after deducting the penalty which is to be calculated before every payment as per section '**Service Level Agreements and Penalties**' of this RFP document.
- (c). Payment shall be made only after assessment of the performance of SI as per the mutually agreed plan for each phase duration.
- (d). Payment shall be made as per actual deployment of resources as approved by the Purchaser.
- (e). The Purchaser reserves the right to ask the SI to submit the proof of payment against any of the taxes, duties, levies indicated.

  
अनिल कनोपाई/Anil C Kanopai  
उपर सचिव/Under Secretary

## Schedule IV – Service Levels and Penalties

Service Level Agreements (referred to as SLAs) shall play a pivotal role in delineating the Quality of Services (QoS) governing the service level provided by the SI. The SI is obligated to adhere to Service Level requirements to ensure compliance with timelines, uphold quality standards, and maintain the availability of products/services. These SLAs are currently defined with consideration for project development, deployment, and rollout of iPIE solution, all of which must align with the specified timelines (refer to Section ‘Project Timelines, Milestones & Deliverables’ of this RFP document) post-contract signing date. The SI shall submit an SLA Report to the Purchaser on monthly or need basis, on the SLA parameters defined below.

### (i) Penalties Definition

The established performance penalties have a maximum limit, detailed below. Penalties shall be applied for failure to meet the severity levels of performance outlined in the following table:

| <b>SLA Severity Level</b> | <b>Penalty as a % of Milestone/Quarterly applicability</b> |
|---------------------------|--|
| 9                         | Event of default and termination                           |
| 8                         | 8%   |
| 7                         | 4%   |
| 6                         | 2%   |
| 5                         | 1%   |
| 4                         | 0.5%   |
| 3                         | 0.4%   |
| 2                         | 0.3%   |
| 1                         | 0.2%   |

### (ii) Service Availability

The Agency shall implement and set up a system and network monitoring tool, preferably open source, for evaluating the availability of Application Services and measuring the Service Level Measures (SLMs) outlined below. The Agency shall furnish system-generated reports and grant the Purchaser access to the system for the purpose of verifying the submitted reports on monthly basis.

| <b>Sr. #</b> | <b>SLA</b>                           | <b>Definition</b>  | <b>Target</b>                                       | <b>SLA Severity Level (for Penalty Calculation)</b> |
|--------------|--------------------------------------|--|---|---|
| 1            | System Availability (Availability of | Uptime % = [(Total Time - Application downtime) / (Total Time] | Minimum 99.50% up-time measured on a monthly basis. | No penalty  |

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| Sr. # | SLA   | Definition  | Target  | SLA Severity Level (for Penalty Calculation) |
|-------|---|---|---|--|
|       | iPIE web platform and mobile application measured in terms of Uptime) | <p>– Maintenance downtime] * 100, with the targeted performance of 99.5%.</p> <p>Total Time shall be measured on 24x7x365 basis for the System.</p> <p>Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to the SI) except planned maintenance downtime.</p> <p>Any planned downtime for maintenance shall be approved with prior written intimation to the Purchaser.</p> <p><b>Measurement Tool:</b><br/>System and Network Monitoring tool to be deployed by the SI.</p> <p>Example:<br/>Application downtime = 6 Hrs<br/>Total time (in a month) = <math>24 \times 30 = 720</math> Hrs<br/>Maintenance downtime = 2 Hrs<br/><math>\text{Uptime\%} = \frac{(720 - 6)}{(720 - 2)} \times 100 = 99.44\%</math></p> | <p><math>\geq 99.5\% \text{ to } &lt; 98.0\%</math> up time measured on a monthly basis.</p> <p>Please note that continuous downtime of every 2 hours would raise the severity by one level.<br/>E.g. here the severity level will raise from 4 to 5.</p> <p><math>\geq 98.0\% \text{ to } &lt; 97.0\%</math> up time measured on a monthly basis.</p> <p>Please note that continuous downtime of every 2 hours would raise the severity by one level.</p> <p><math>&lt; 97.0\%</math> up time measured on a monthly basis.</p> <p>Please note that continuous downtime of every 2 hours would raise the severity by one level.</p> | 4<br>6<br>7                                  |
| 2     | Average time taken for opening/                                       | System and Network Monitoring tool to be deployed by SI to  | $\leq$ Average daily 4 seconds  | No penalty                                   |

| Sr. # | SLA  | Definition   | Target                     | SLA Severity Level (for Penalty Calculation) |
|-------|--|--|----------------------------|--|
|       | loading of page on website or mobile application (Home page) from remote site at 1 Mbps connectivity | measure application response for every 10 minutes daily (8 am to 8 pm). Monthly average from the output generated from the system and network monitoring tool to be considered for measuring SLA compliance. | > Average daily 4 seconds  | 2  |
|       |  |  | > Average daily 10 seconds | 5  |

### (iii) Incident Management

The Agency shall implement an incident management tool (ticketing tool) for ticket generation, incorporating features for reporting issues. Additionally, an embedded workflow should be included to monitor the entire lifecycle of the ticket from reporting to resolution. The incident management tool shall provide system-generated reports accessible to the purchaser, aligned with the Service Level Measures (SLMs) defined below:

| SLA             | Definition   | Bug Severity | Target   | SLA Severity Level (for Penalty Calculation) |
|-----------------|--|--------------|--|--|
| Resolution Time | "Resolution Time", means time taken by the SI's resources to troubleshoot and fix the bugs/defect from the time the call has been escalated to the SI team till the delivery of the solution to the Purchaser for UAT and subsequently update. | Critical     | At least 99% calls to be resolved within 2 working days    | No penalty                                   |
|                 |  |              | >= 97% to < 99% calls be resolved within 2 working days    | 4  |
|                 |  |              | >= 95% to < 97% calls to be resolved within 2 working days | 5  |
|                 |  |              | >= 93% to < 95% calls to be resolved within 2 working days | 6  |
|                 | Measurement Tool: Incident management tool for ticket generation.  |              | At least 99% calls to be resolved within 3 working days    | No penalty                                   |



|   |        |   |            |
|---|--------|---|------------|
| SI shall ensure submission of monthly system generated reports from the incident management tool.<br><br>For each additional drop of 1% in SLA performance below 93%, 2% of Quarterly Payments cost will be levied as additional penalty. | High   | >= 97% to < 99% calls to be resolved within 3 working days  | 4          |
|   |        | >= 95% to < 97% calls to be resolved within 3 working days  | 5          |
|   |        | >= 93% to < 95% calls to be resolved within 3 working days  | 6          |
|   | Medium | At least 99% calls to be resolved within 4 working days     | No penalty |
|   |        | >= 97% to < 99% calls to be resolved within 4 working days  | 4          |
|   |        | >= 95% to < 97% calls to be resolved within 4 working days  | 5          |
|   |        | >= 93% to < 95% calls to be resolved within 4 working days  | 6          |
|   |        | At least 99% calls to be resolved within 1 business week    | No penalty |
|   |        | >= 97% to < 99% calls to be resolved within 1 business week | 4          |
|   |        | >= 95% to < 97% calls to be resolved within 1 business week | 5          |
|   |        | >= 93% to < 95% calls to be resolved within 1 business week | 6          |

**Note:**

- (i) The Agency shall prepare and distribute Service level performance reports in a mutually agreed format by the first week of the subsequent month.

- (ii) Bugs/Defects: This shall include website and mobile app related problems/defects as analysed and forwarded by Agency or as reported by the users on the incident management tool.
- (iii) Non-working days – As per holiday calendar of the purchaser
- (iv) Severity for Bugs/Defects: The severity of a bugs/defects would be based on the business impact of the problem. Severity is defined as below:

| Bug Severity | Description   |
|--------------|---|
| Critical     | Major functional failures within the application, presenting significant obstacles to its usability or functionality. These issues lack viable workarounds and impact a substantial portion of users, exceeding 25% of the user base. |
| High         | Significant functional limitations within the application, regardless of the underlying cause, with time-consuming workarounds. This issue impacts a substantial portion of users, affecting up to 25% of the user base.              |
| Medium       | Moderate functional restrictions in the application irrespective of the cause, having a convenient and readily available workaround. Impact is limited to a few users.  |
| Low          | Minor functional enhancements that are cosmetic in nature, with no substantial impact or need for workarounds. It may include user queries or suggestions, but not associated with any significant business implications.             |

#### (v) Resource Deployment

The Purchaser shall, without prejudice to its other remedies under the contract, levy following penalties, subject to conditions of contract, if the SI (successful bidder) fails to commence the project activities within the specified timelines along with timely resource mobilization and deployment:

| Sr. # | SLA  | Target                                    | Delay in Team Mobilization and Deployment | SLA Severity Level (for Penalty Calculation) |
|-------|--|---|---|--|
| 1     | Mobilization and deployment of Core Team     | Within 7 days of contract signing date    | <=7 days                                  | No penalty                                   |
|       |  |   | > 7 days and <= 15 days                   | 4  |
|       |  |   | > 15 days and <= 22 days                  | 7  |
|       |  |   | > 22 days                                 | 9  |
| 2     | Mobilization and deployment of Non-Core Team | Within proposed deployment plan timelines | <=15 days                                 | No penalty                                   |
|       |  |   | > 15 days and <= 22 days                  | 3  |
|       |  |   | > 22 days and <= 30 days                  | 6  |
|       |  |   | > 30 days                                 | 8  |

(vi) Absence of Resources

- (i) In the event of a resource's absence (excluding approved leaves) during the project duration, no payment shall be issued for the days on which the resource remains absent. The per-day payment shall be computed by dividing the man-month rate by the number of working days in that month. Furthermore, an unauthorized absence penalty of Rs. 2000/- per working day per resource shall be imposed.
- (ii) Except as provided in the above-mentioned clauses, if the SI replaces a resource, following penalties shall be levied:
  - (a). Penalty of INR 50,000 for first instance of resource replacement
  - (b). Penalty of INR 1,00,000 for every instance of resource replacement beyond the first replacement
  - (c). More than 4 replacements in a single phase of the iPIE project shall be considered as grounds of termination and the purchaser may as well choose to terminate the contract.
- (iii) The SI shall promptly commence the search for a replacement and exert commercially reasonable efforts to ensure that any team member's role remains unfilled for no longer than 15 calendar days, with the possibility of reasonable extensions at the bidder's request. Upon the expiration of the 15-calendar-day period following an exit, a penalty of Rs. 2000/- per working day per resource shall be enforced until a suitable replacement is secured by the SI.
- (iv) The SI shall furnish a replacement resource who attains at least the same marks as the originally proposed resource based on the evaluation parameters outlined in this RFP document. Following this confirmation, the purchaser shall evaluate the candidate and communicate the assessment to the SI within 10 days. If the purchaser does not request an assessment within 10 working days after the SI has provided the information, it shall be considered as accepted.
- (v) Prior to allocating any replacement member for the necessary resources in delivering the services, the SI shall furnish the purchaser with a resume and any other information about the candidate that is:
  - (a). reasonably requested by the purchaser and
  - (b). an opportunity to assess the candidate.
- (ix) The SI shall facilitate a comprehensive transfer of knowledge from the current resource to the newly onboarded resource.

## Schedule V – Liquidated Damages

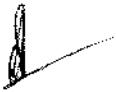
- (i) Notwithstanding the Purchaser's right to cancel the order, liquidated damages for delay in completion of milestones and associated deliverables at 1% (One percent) per week of entire quoted value for a milestone/monthly report/quarter shall be deducted from the quoted value after delay of 7 business days in achieving the milestone/deliverable/report submission.
- (ii) The deduction shall not in any case exceed 10% of the quoted value. Any deductions leading beyond 10% may result in termination of the contract and forfeiture of the performance bank guarantee.
- (iii) Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the SI. Any such recovery or liquidated damages shall

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not in any way relieve the SI from any of its obligations to complete Work or from any other obligations and liabilities under the Contract.

- (iv) Delays not attributable to SI shall be considered for exclusion for the purpose of computing liquidated damages.

Note: Quoted value is the amount of payment due against a particular milestone/month/quarter as per payment schedule.



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अधिकारी सचिव /Under Secretary

## Annexures

### Annexure A – List of services provided by the agency

The list of services to be read as per section 7 of the RFP – “RFP for Selection of SI for Design, Implementation, O&M of iPIE Platform and Mobile Application” and to be read along with the corrigenda (if any) (to be attached and signed as part of this document).



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अवर सचिव/Under Secretary

## Annexure B – Required Deliverables and Associated Timelines

| Sr. #  | Action Item  | Milestone | Timelines (In Months) | Deliverables (D)   |
|--|--|-----------|-----------------------|--|
| <b>T = Contract signing date between the Purchaser &amp; SI (Successful Bidder)</b>    |  |           |                       |  |
| <b>Phase I: Implementation of Modules, Services &amp; Tools identified for Phase I</b> |  |           |                       |  |
| 1  | Project Kick Off and Planning  | M1        | T + 1                 | D1-Mobilization and Deployment of Core team<br>D2-Detailed Project Plan<br>D3-Communication Plan<br>D4-RACI Matrix   |
| 2  | Requirement Gathering, Analysis, Design, and Documentation               | M2        | T + 3                 | D5-Development Environment Configuration Completion  |
|  |  |           | T + 5                 | D6-Business Requirement Document (for 50% of Phase I scope)<br>D7-System Requirement Specification Document (for 50% of Phase I scope)<br>D8-System Design Document (SDD)  |
| 3  | Development of iPIE Web application and Mobile Application               | M3        | T + 8                 | D9-Cloud infrastructure sizing assessment (for Pre-Prod, Prod & DR env)<br>D10-Data Migration Approach Document  |
|  |  |           | T + 10                | D11-Source code of Phase I modules<br>D12-Training Plan and UAT Test Cases   |
| 4  | Testing, UAT and Training of iPIE Web application and Mobile Application | M4        | T+11                  | D13-UAT Completion Report<br>D14-Training completion report (including User manuals, Training manuals, Video Lectures)<br>D15-Business Requirement Document (for 100% of Phase I scope)<br>D16-System Requirement Specification Document (for 100% of Phase I scope) |
| 5  | Data Migration (Legacy Data)   |           | T+12                  | D17-Data Migration Completion report   |
| 6  | Audit (STQC + Security)  |           |                       | D18-STQC Audit certificate<br>D19-Security Audit certificate<br>D20- GIGW 3.0 (Guidelines for Indian Government Websites and Apps) compliance certificate for Phase 1  |

|   |                            |  |  |   |
|---|----------------------------|--|--|---|
| 7 | Phase I Roll Out (Go-Live) |  |  | D21-Deployment of website and mobile application with approved changes on production server<br>D22-Hosting of updated mobile application over respective app stores |
|---|----------------------------|--|--|---|

**Phase II-A: O&M Support for Phase I modules (To be initiated upon completion & acceptance of Phase I deliverables until completion & acceptance of overall Phase II)**

|   |   |  |      |   |
|---|---|--|------|---|
| 8 | Operations & Maintenance of Phase I Modules |  | T+18 | D23-Approved Monthly activity plan<br>D24-Approved Monthly activity report<br>D25-Monthly SLA reports |
|---|---|--|------|---|

**Phase II-B: Implementation of Modules, Services & Tools identified for Phase II-B**

|    |  |    |        |   |
|----|--|----|--------|---|
| 9  | Requirement Gathering, Analysis, Design, and Documentation               | M5 | T + 15 | D26-Business Requirements Document (BRD) for Phase II-B<br>D27-System Requirements specifications (SRS) for Phase II-B<br>D28-Updated System Design Document (SDD)                    |
| 10 | Development of iPIE Web application and Mobile Application               | M6 | T + 17 | D29-Source code of Phase II-B modules/services<br>D30-Training Plan and UAT Test Cases<br>D31-Updated Data Migration Approach Document  |
| 11 | Testing, UAT and Training of iPIE Web application and Mobile Application |    |        | D32-UAT Completion Report<br>D33-Training completion report for Phase II-B (including User manuals, Training manuals, Video Lectures)   |
| 12 | Data Migration (Legacy Data)   |    |        | D34-Data Migration Completion report for Phase II-B   |
| 13 | Audit (STQC + Security)  | M7 | T + 18 | D35-Updated STQC audit certificate<br>D36-Updated Security audit certificate<br>D37- GIGW 3.0 (Guidelines for Indian Government Websites and Apps) compliance certificate for Phase 2 |
| 14 | Phase II Roll Out (Go-Live)  |    |        | D38-Deployment of website and mobile app with approved changes<br>D39-Hosting of updated mobile app over respective app stores  |

**Phase III: Enhancements, Operations and Maintenance of entire iPIE platform and mobile application (To be started post completion and acceptance of Phase II)**

|    |   |  |  |  |
|----|---|--|--|--|
| 15 | Comprehensive ongoing technical Support |  | T + 60 (For 3.5 years post Phase II completion and acceptance) | <p><b>Documentation:</b><br/>           D40-Software change logs<br/>           D41-Updated BRD, SRS and SDD (if applicable)<br/>           D42-Updated user manuals and training manuals (if applicable)</p> <p><b>Reports:</b><br/>           D43-Approved Monthly activity plan<br/>           D44-Approved Monthly activity report<br/>           D45-Monthly SLA reports <b>At the time of exit:</b><br/>           D46-Exit Management &amp; Transition Plan<br/>           D47-Complete Project documentation and handover of source code<br/>           D48-Replication of development environment in the new environment provided by the Purchaser/other agency (as appointed by the Purchaser)</p> |
|----|---|--|--|--|



अनिल चंद्र कंडपाल/Anil C Kandpal  
अमर राज्य/Under Secretary

Annexure C – Non-Disclosure Agreement

THIS AGREEMENT is made on this the <####> day of <####> 20--- at <####>, India.

**BETWEEN**

**BETWEEN**

The President of India, acting through the Ministry of Corporate Affairs, having its office at 5<sup>th</sup> Floor, Shastri Bhawan, New Delhi - 110 001 India hereinafter referred to as the 'Purchaser', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

<####>, a Company incorporated under the Companies Act, 1956, having its registered office at <####> (hereinafter referred to as 'the Agency/Agency' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

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

**WHEREAS:**

- (1) The Purchaser is desirous to implement the project - Incredible India digital platform.
- (2) The Purchaser and Agency have entered into a Master Services Agreement dated <####> (the "MSA") dated <####> (the "SLA") in furtherance of the Project.
- (3) Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party") recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
- (4) Whereas such Confidential Information (as defined hereinafter) belongs to Receiving
- (5) Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

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 Interpretations

(i) Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in MSA

(ii) Interpretations

In this Agreement, unless otherwise specified:

- (a). references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to this Agreement;
- (b). use of any gender includes the other genders;
- (c). references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;



- (d). 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);
  - (e). 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;
  - (f). any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
  - (g). references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <Delhi> are generally open for business;
  - (h). references to times are to Indian standard time;
  - (i). 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
  - (j). all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- (iii) Measurements and arithmetic conventions  
All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.
- (iv) Ambiguities within agreement  
In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
- (a). as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
  - (b). as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
  - (c). as between any value written in numerals and that in words, the value in words shall prevail.
- (v) Priority of agreements  
The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement

## 2. Term

This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information ("Term"), at which time it will terminate, unless extended by the disclosing party in writing.

3. Scope of the Agreement

- (i) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
- (ii) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. Obligations of the receiving party

The receiving party shall

- (i) use the Confidential Information only for the Business 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
- (ii) 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 Business Purpose.
- (iii) cause its employees to comply with the provisions of this Agreement;
- (iv) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- (v) prevent disclosure of Confidential Information to third parties;
- (vi) disclose the Confidential Information to its consultants on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/contractors to terms at least as restrictive as those stated herein.
- (vii) The Receiving Party upon making a disclosure under this Clause shall:
- (viii) advise the consultants of the confidentiality obligations imposed on them by this Clause.
- (ix) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.
- (x) Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- (xi) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

- (xii) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written

## 5. 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 Receiving Party can demonstrate that such Confidential Information

- (i) was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- (ii) has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or
- (iii) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or
- (iv) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- (v) is disclosed with the prior consent of the disclosing party; or
- (vi) 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 disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or
- (vii) the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

## 6. Ownership of the confidential information

- (i) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (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.
- (ii) By disclosing the Confidential Information or executing this Agreement, Disclosing Party 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 Disclosing Party 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.
- (iii) 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 Disclosing Party 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 Receiving

Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

- (iv) 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.

## 7. Dispute Resolution

- (i) If a dispute arises in relation to the conduct of this Contract (Dispute), a party
- (ii) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof 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 one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. 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 Arbitration proceedings will be held at the jurisdiction specified in Item 27. Any legal dispute will come under the sole jurisdiction specified in Item 27
- (iii) The Receiving Party agrees that the Disclosing Party 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

## 8. Variation

This Agreement may only be varied in writing and signed by both Parties.

## 9. 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:-

- (i) shall be in writing
- (ii) 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;
- (iii) shall be executed by a duly authorized representative of the Party; and
- (iv) shall not affect the validity or enforceability of this Agreement in any manner.

## 10. Exclusion of Implied Warranties

અનિલ કંડપારા /Anil C Kandpa  
અધ્યક્ષ /Under Secretary

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

**11. Entire Agreement**

This Agreement and the Annexure together 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 Purchaser:

Attn: <####>

## Draft Master Service Agreement

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Agency:

Attn. <####>

Phone: <####>

Fax No. <####>

### 17. 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.

### 18. Counterparts

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

### 19. Mitigation

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Purchaser and the Agency 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.

### 20. 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.

SIGNED, SEALED AND DELIVERED For SIGNED, SEALED AND DELIVERED  
and on behalf of the Agency by: For and on behalf of the Purchaser by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

अनिल कंदपाल/Anil C Kandpal  
अमर सचिव/Under Secretary

Draft Master Service Agreement

(Address)

(Address)

(Fax No.)

(Fax No.)

(Signature)

(Signature)

In the presence of:

1.

2.



अरुण कंडपाल/Arun C Kandpal  
उपराजिय/Under Secretary