

**Request for Proposal**  
for  
**Selection of Contact Centre Service  
Provider**

**Volume 1 – Scope of Work**

**(Tender ID: GEM/2024/B/4894597)**

**Department of Posts**  
Ministry of Communications  
Government of India  
May 2024

# Contents

<b>Disclaimer</b> .....	<b>4</b>
<b>Notice Inviting Tender (NIT)</b> .....	<b>5</b>
<b>Definitions</b> .....	<b>8</b>
<b>Glossary of Terms</b> .....	<b>13</b>
<b>Structure of the RFP</b> .....	<b>15</b>
<b>1. Introduction</b> .....	<b>16</b>
1.1 Background of the Project .....	16
1.2 Profile of India Post .....	17
1.3 Overview of Postal Network .....	17
<b>2. Scope of Work</b> .....	<b>19</b>
2.1 Envisaged Contact Centre Volume .....	19
2.2 Key Features of the Contact Centre .....	19
2.2.1 User Category .....	21
2.2.2 Integration with DoP’s Service Manager (called the CRM) .....	21
2.2.3 SMS Alerts .....	22
2.2.4 Contact Centre Locations .....	22
2.2.5 Scope of work - Voice (Inbound).....	23
2.2.6 Self-service - Interactive Voice Response (IVR) .....	23
2.3 Contact Centre Requirements .....	26
2.4 Functional Requirements .....	26
2.4.1 Contact Centre Application .....	26
2.4.2 Contact Centre Call Support Structure .....	27
2.4.3 Contact Channels .....	27
2.4.4 Managed Services.....	28
2.4.5 Language Support .....	28
2.4.6 Time of Operation .....	28
2.4.7 Toll-Free Numbers .....	28
2.4.8 MIS & Reporting .....	29
2.4.9 Knowledge Management.....	29
2.4.10 Process Requirements .....	30
2.4.11 Generative AI.....	31
2.4.12 Integration with Bhashini .....	31

2.5	Technical Requirements .....	32
2.5.1	Contact Centre Technology .....	32
2.5.2	Automatic Call Distributor (ACD) and or Dialler .....	32
2.5.3	Call recording system .....	32
2.5.4	Computer Telephony Integration (CTI) Solution .....	33
2.6	Non-Functional Requirements.....	33
2.6.1	Data Protection.....	33
2.6.2	Security & Control .....	33
2.6.3	Operational.....	33
2.6.4	Performance .....	34
2.6.5	Activities .....	34
2.6.6	Resource onboarding and training.....	34
2.6.7	Scalability and Reliability.....	35
2.7	Miscellaneous Requirements.....	36
2.7.1	Premises, Furniture and Amenities .....	36
2.7.2	Service delivery.....	36
2.7.3	Review Meetings .....	37
2.7.4	Audit & Inspection .....	37
2.7.5	Responsibility of DoP .....	37
<b>3.</b>	<b>Detailed Milestones, Deliverables, Timelines and Payment Schedule .....</b>	<b>38</b>
3.1	Planning, Implementing & Operating Phase.....	38
3.2	Exit Management.....	39
<b>4.</b>	<b>Testing and acceptance Criteria.....</b>	<b>41</b>
<b>5.</b>	<b>Service Level Agreement (SLA).....</b>	<b>46</b>
5.1	Review of Service Level Requirements (SLR) .....	46
5.2	Service Level – Definition.....	46
5.3	Interpretation & General Instructions .....	47
5.4	SLA Applicability .....	47
5.5	Planned Downtime .....	47
5.6	Service Level Requirements & Targets .....	47
5.6.1	Deployment Service Levels .....	47
5.6.2	Performance Service Levels .....	49
5.6.3	Security Breach.....	51
5.6.4	Periodic Audit, & Compliance Service Levels .....	52

5.6.5	Measurement and Monitoring .....	53
<b>6.</b>	<b>Annexures .....</b>	<b>54</b>
6.1	Annexure 1 - Languages supported by the Contact Centre .....	54
6.2	Annexure 2 – An illustration of Call/Complaint/Query workflow .....	55
6.3	Annexure 3 – Responsibility Matrix.....	56
6.4	Annexure 4 - Inbound Call & Complaint Count .....	57
6.5	Annexure 5 - IVR Efficiency Report .....	58

## Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Department of Posts, Government of India (“DoP”) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP.

This RFP is not a contract and is neither an offer nor an invitation by DoP to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals according to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DoP concerning 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 DoP, its employees or advisers cannot consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP are indicative only, each bidder should, therefore, conduct his investigations, and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

DoP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

DoP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that DoP is bound to select a Contact Centre Service Provider (CCSP) or to appoint the selected Contact Centre Service Provider for this Project and DoP reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations that may be required by DoP, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and DoP shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by a bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

## Notice Inviting Tender (NIT)

The Department of Posts (DoP) has fulfilled India's communication needs for more than 150 Years and has played a significant part in improving people's economic and social lifestyle. DoP touches the lives of citizens of the country in many ways such as through door-to-door delivery of postal communications, collection of postal articles from Post box, inviting people to save money for their future needs via Postal Savings Bank Schemes, providing life insurance cover to Urban and Rural population under Postal Life Insurance (PLI) and Rural Postal Life Insurance (RPLI), providing retail services such as electricity, telephone, house tax bill collections, sale of application forms, passport services, Aadhaar services etc.

The Department of Posts (hereafter referred to as DoP/ Department/ Purchaser/ Buyer), Ministry of Communications, Government of India, intends to select a Contact Centre Service Provider through this RFP. DoP invites online responses to its RFP from reputed and experienced firms to become a part of its DoP IT Modernization Project (DoP IT 2.0) for providing Contact Centre Services. A brief description of the work being carried out under this RFP is mentioned in the Scope of work of this RFP. The selected agencies shall be required to work in collaboration with the DoP team and/or its agencies, and consultants subject to conditions provided in the RFP.

The RFP Document contains the Scope of Work (SoW), details of Eligibility Criteria, Methods of Evaluation, Payment Schedule, bidding process etc.

DoP reserves the right to accept or reject any or all the proposals in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.

This RFP is not an agreement and is neither an offer for empanelment by DoP to the interested agencies or any individual/other person. This RFP is not an exhaustive account of statutory requirements, and it should not be regarded as a complete or authoritative statement of law.

1. **Document Download & Submission:** Tender documents may be downloaded from the GEM portal ([www.gem.gov.in](http://www.gem.gov.in)) Bids shall be submitted online only at the GEM Portal. Bids sent by FAX, email or offline mode will not be considered. No correspondence will be entertained in this matter. Not more than one bid against this tender shall be submitted by a bidder.

2. **Critical date sheet:**

Event	Date and time
Start of bid document downloading	01-05-2024
Start seeking clarification	02-05-2024, 1000 hrs
End of seeking clarification	07-05-2024, 1700 hrs
Online Pre-bid meeting	09-05-2024, 1100 hrs
Pre Bid Response Date	14-05-2024, 1100 hrs

Start of bid submission	15-05-2024, 0900 hrs
End of bid submission	22-05-2024, 1500 hrs
Technical Bid opening	22-05-2024, 1700 hrs
Evaluation of Technical Bids	05-06-2024, 1700 hrs
Financial/Commercial Bid opening	Will be informed later

In case the bid opening date happens to be an unscheduled holiday, the bids shall be opened on the next working day at the same time.

3. The prices should be quoted only in INR, detailed price strictly as per enclosed BOQ in the tender document and total price as per price bid format of BoQ in .xls.
  
4. The bidder, who has downloaded the tender from the GEM Portal shall not tamper/modify the tender form including the downloaded price bid template in any manner. In case the same is found to be tempered/modified in any manner, the bid will be completely rejected, and the bidder is liable to be banned from doing business with DoP.
  
5. **Submission of Bids:** The tender shall be submitted online in two parts, viz. Technical and pre-qualification bid, and Financial/Commercial bid.
  - a. List of documents to be uploaded under Technical & Pre-Qualification bid cover as mentioned in the tender document.
  
6. The Financial/Commercial bid should be strict as:
  - a. Price strictly as per enclosed BOQ in the tender document
  
7. Bids will be opened as per the date/time mentioned in the Tender Critical Date Sheet. After the online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.
  
8. Intending bidders are advised to visit the GEM Portal regularly till the closing date of submission of tender for any corrigendum/addendum/ amendment.

Yours faithfully,

Manoj Pragada, ADG Technology

For & on behalf of the President of India

Enclosure: RFP Document





## Definitions

#	Abbreviation/Term	Description
1.	<b>Acceptance of Letter of Intent (LoI) or Letter of Award (LoA)</b>	“Letter of Intent will be a written declaration of the intentions of awarding the Project to the selected Contact Centre Service Provider”. Acceptance of Letter of Intent will be the date on which the successful Contact Centre Service Provider (s) accepts the letter of intent issued by DoP
2.	<b>Application programming interface (API)</b>	Application Programming Interface is a software intermediary that allows two applications to talk to each other.
3.	<b>Confidential Information</b>	<p>All information including DoP Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business and marketing affairs, dealers, suppliers, products, developments, operations, processes, methodologies, technologies, intellectual property, Personal Data, Sensitive Personal Data, data, trade secrets, research and development, design rights, flow charts, diagrams, quality manuals, checklists, guidelines, know-how, plans, budgets, methods and procedures of operation, source code materials, specifications, programs, software packages, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature 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 Contract (including without limitation such information received during negotiations, location visits and meetings in connection with this Contract).</p> <p>Confidential Information may also include the Confidential Information of DoP’s/ other DoP clients, licensors, alliances, contractors, and advisors.</p> <p>“Personal Data” shall mean any data/information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available, is capable of identifying such natural person and “Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.</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</p>

		“confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure is “Confidential Information”.
4.	<b>Conflict of Interest</b>	“Conflict of interest” shall mean a personal, family, business, financial or other circumstance that might impair or reasonably appears to impair and/or bias the judgment/actions of the Bidder/ Contractor, its employees, or representatives in the discharge of its responsibilities and duties towards DoP.
5.	<b>Contact Centre Service Provider (CCSP)/ Bidder</b>	The Party(s) who will be offering the solution(s), service(s) and/or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after the award of the Contract shall mean the successful party with whom DoP signs the resultant Contract for implementation of the Project.
6.	<b>Contract/Master Service Agreement</b>	The Contract to be signed between the successful Bidder /Implementation Agency and Purchaser together with the Service Level Agreement, any subsequent modifications, all Annexures, Schedules, documents incorporated by reference, the contents and specifications of the RFP and the proposal (inclusive of presentation) submitted by the successful Bidder and the unconditional acceptance of LoA (Letter of Award).
7.	<b>Contractor/Supplier/ Successful Bidder/CCSP/Contact Centre Service Provider</b>	The successful Bidder with whom the Contract for implementation of the Project as per requirements and terms and conditions specified in the RFP and its amendments (if any) is signed and shall be deemed to include the Contractor’s agents, successors, representatives, and permitted assigns. The contractor Team includes all its members, consortium partners/and subcontractors who must provide services to DoP under the scope of this contract.
8.	<b>Customer</b>	Customer shall mean any person/entity who is taking services with DoP on Postal and logistics, Banking, and Insurance.
9.	<b>DoP</b>	Department of Posts
10.	<b>DoP Data</b>	All data of the Purchaser 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 Contractor may obtain, possess, or process in the context of providing the Services to the according to this Contract;
11.	<b>DoP Locations</b>	More than 1.5 Lakhs offices/ locations in 6 regions (North, North-East, West, Central, South and East), which may be notified/ altered by the Purchaser from time to time.
12.	<b>Effective Date</b>	The date on which the Party signing last puts their signature unto the Contract Agreement (i.e., the date of signing of the contract) and shall also be referred to as the date of commencement of the contract
13.	<b>GeM</b>	Government e-Marketplace
14.	<b>Go-Live</b>	The date of commencement of the Operations and Maintenance phase (as given at the time of signing of the contract) including acceptance by DoP post-completion of the below: <ul style="list-style-type: none"> <li>• Team Deployment</li> <li>• Project Plan for Contact Centre implementation and operation</li> </ul>

		<ul style="list-style-type: none"> <li>• Risk Management and Mitigation Plan</li> <li>• Design documents for Contact Centre, i.e., Contact Centre application, Facility and Contact methods.</li> <li>• Successful implementation of Contact Centre application, Contact Centre facility and Integration with DoP's LOB solutions and DoP's CRM tool.</li> <li>• Correction of defects</li> <li>• Sign-off from DoP</li> <li>• User Acceptance Testing approved by DoP</li> </ul>
15.	<b>GST</b>	Goods and Services Tax
16.	<b>GSTIN</b>	GST Identification Number
17.	<b>INR</b>	Indian Rupee
18.	<b>IPR</b>	Intellectual Property Rights
19.	<b>ITB</b>	Instructions to Bidders
20.	<b>JV/C</b>	Joint Venture/ Consortium
21.	<b>LoA</b>	Letter of Award
22.	<b>MII</b>	Make in India
23.	<b>MSE</b>	Micro and Small Enterprises
24.	<b>MSME</b>	Micro Small and Medium Enterprises
25.	<b>NIT</b>	Notice Inviting Tender
26.	<b>Original Equipment Manufacturer (OEM)</b>	Manufacturer of any equipment/system/software/product who is providing such goods to the Contractor for servicing the Purchaser's requirement(s) under the scope of this RFP/Contract.
27.	<b>PAN</b>	Permanent Account Number
28.	<b>Parties</b>	The Purchaser and the Contractor collectively, for this Contract and "Party" shall be interpreted accordingly according to the context therein.
29.	<b>Performance Guarantee</b>	The guarantee is provided by a Commercial Bank in favour of the Purchaser. The amount of the Performance Guarantee shall be 3% of the <b>Total Contract value</b> . This performance Guarantee shall be valid from the effective date of the Contract till sixty calendar days after the completion of all contractual obligations of the bidder including warranty obligation.
30.	<b>Project</b>	The Contact Centre activities to be performed by the agency concerning this RFP inclusive of Contact Centre Technology Infrastructure, CRM Solutions, Data Migration etc. as detailed in the Contract and RFP.
31.	<b>Proposal/Bid</b>	The Technical and Commercial bids submitted for this project against this RFP (inclusive of the technical presentation presented by the Contractor concerning any incremental activities/solution proposed by the Contractor beyond their technical proposal/bid.)
32.	<b>Purchaser</b>	The President of India, acting through the Shri Manoj Pragada, ADG Technology, Department Posts, Government of India which expression shall, unless repugnant to the context or meaning

		thereof means and be deemed to include its authorized agents, representatives and permitted assigns.
33.	<b>Quarterly payment/QP</b>	Post “Go-Live”, quarterly payment against the deliverables as envisaged under the RFP and Contract. These payments will be subject to compliance with Service Levels/ SLAs, approval of the desired Deliverables and obligations of the Contractor stipulated herein.
34.	<b>Requirements</b>	All the documents prepared by the Purchaser concerning the Project, Scope of Work, SLA/Service Levels, Schedules, details, description(s), statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
35.	<b>RFP</b>	The Request for Proposal bearing reference no. GEM/2024/B/4894597, and its annexure(s) and any other documents/formats provided along with this RFP or issued during the selection of successful bidder(s), corrigenda, seeking a set of solution(s), services(s), materials and/or any combination of them.
36.	<b>Scope of Work/SoW</b>	To be performed by the Contractor as provided in this RFP and as arising from other clauses of the RFP and includes the requirements and deliverables of the Project
37.	<b>Service Level</b>	The level of Service and other performance criteria which will apply to the Services delivered by the Contractor. Means the Performance and Maintenance criteria /levels executed as part of the Contract/ Master Service Agreement.
38.	<b>Service Level Agreement</b>	Service Level Agreement (SLA) is an agreement, to be signed between the successful bidder and Purchaser and includes all attachments, appendices, and all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondence, clarifications, presentations for the level of service and other performance criteria which will apply to the services delivered by the Contractor.
39.	<b>Services</b>	The services delivered to the stakeholders of the Purchaser or its nominated agencies, employees of the Purchaser or its nominated agencies, and professionals, using tangible and/or intangible assets created, procured, installed, managed and operated by the Contact Centre Service Provider including ICT tools and is inclusive of but not limited to the list of services specified in the RFP and as agreed to be provided by Contact Centre Service Provider for the contract period.
40.	<b>TCV</b>	Total Contract Value/Contract Value of the Bid.  The Total Contract Value is calculated as the sum of project cost during year 1, year 2, ..... till year 6.  The project cost during a year is calculated as the price per ticket for that year (as quoted by the bidder), multiplied by the

		multiplying factor for the year, and then adding the applicable GST.
<b>41.</b>	<b>TDS</b>	Tax Deducted at Source
<b>42.</b>	<b>Total Quarterly Payment</b>	The sum of all Quarterly Payment
<b>43.</b>	<b>Work</b>	Includes but is not limited to services, equipment, civil and electrical work, and other ancillary work related to the Project

## Glossary of Terms

Abbreviation	Long-Term / Description
<b>AM</b>	Assistant Manager
<b>BCP</b>	Business Continuity Plan
<b>BEC/TEC/ PMC</b>	Bidders Evaluation Committee/ Technical Evaluation Committee/ Project Management Committee
<b>BIS</b>	Bureau of Indian Standards
<b>BOM</b>	Bill of Material
<b>CAB</b>	Change Advisory Board
<b>CCSP</b>	Contact Centre Service Provider
<b>CEPT</b>	Centre for Excellence in Postal Technology
<b>CRM</b>	Customer Relationship Management
<b>CSA</b>	Customer Service Associate
<b>DoP</b>	Department of Posts
<b>DR</b>	Disaster Recovery
<b>ECAB</b>	Emergency Change Advisory Board
<b>EMD</b>	Earnest Money Deposit
<b>GoI</b>	Government of India
<b>GST</b>	Goods and Services Tax
<b>INR</b>	Indian Rupee
<b>IT</b>	Information Technology
<b>IVR</b>	Interactive Voice Response
<b>KEDB</b>	Known error database
<b>LoI</b>	Letter of Intent
<b>NDA</b>	Non-Disclosure Agreement
<b>OTP</b>	One Time Password
<b>O&amp;M</b>	Operations & Maintenance
<b>PBG</b>	Performance Bank Guarantee
<b>PBS</b>	Postal Banking System
<b>PLI</b>	Postal Life Insurance
<b>PLOS</b>	Postal & Logistics Operation Solution
<b>PQ</b>	Pre-Qualification
<b>PSU</b>	Public Sector Undertaking
<b>PTS</b>	PIN Transaction Security
<b>QA</b>	Quality Analyst
<b>RCA</b>	Root Cause Analysis
<b>RFP</b>	Request for Proposal
<b>RTM</b>	Requirement Traceability Matrix
<b>SLA</b>	Service Level Agreement
<b>SMS</b>	Short Message Service
<b>SSL</b>	Secure Sockets Layer

<b>TEC</b>	Tender Evaluation Committee
<b>TL</b>	Team Leader
<b>TQ</b>	Technical Qualification
<b>XML</b>	Extensible Mark-up Language

*Table 1: List of Acronyms*

## Structure of the RFP

The content of this RFP has been documented as a set of three volumes as explained below:

### **Volume 1: Scope of Work**

Volume 1 of this RFP contains the details regarding solutions, scope of work, project timeline and deliverable schedule, operational requirements, security requirements, training needs, payment milestones, acceptance criteria, manpower requirements, service level requirements etc. and the related annexures.

This document provides an overview of the following which must be adhered to by the bidder while delivering the solution:

1. Scope of Work
2. Deliverables, Project Schedule & Payment Schedule
3. Testing and acceptance criteria
4. Service Level Agreement
5. Annexures

**This document is Volume 1 of the RFP.**

### **Volume 2: Instructions to Bidders**

Volume 2 of the RFP primarily details the bid guidelines such as the terms and conditions, bidder instructions, bid submission guidelines, bid evaluation process, award of contract process, etc.

### **Volume 3: Contract**

Volume 3 of the RFP contains the general terms that will be used for drafting the final contract to be signed with the selected Contact Centre Service Provider and DoP.

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents.



# 1. Introduction

## 1.1 Background of the Project

The Department of Posts, Ministry of Communications, Govt. of India (hereinafter also referred to as “Purchaser” or “DoP”) is providing postal, banking and insurance services (1.0) to the citizens across India. These services are backed by ICT hardware, software, and application systems to manage the entire operations of the department.

All three of the Phase-1 (1.0) services, namely postal, banking and insurance services are currently hosted on a Primary Data Centre in DAKC, Mumbai and a Disaster Recovery Centre in Mysore, both on-premises. A new 2.0 postal solution shall be built on a microservice architecture. A new 2.0 insurance solution which is API-enabled cloud hosted shall be realized.

Existing 1.0 Postal, Insurance and Banking solutions use different CRM applications of their own. DoP employees/officials use the Service desk for their technical/ functional issues concerning applications, software, hardware, network etc. External users use the DoP’s Help desk for their requests and issues with regards to DoP services across postal, banking and insurance verticals thereby not giving a resolution of all user issues from a single solution constraining the Contact Centre call takers.

With this RFP, DoP intends to appoint a Contact Centre Service Provider (CCSP) to carry out the following key scope areas:

- a. Provide a single point of contact for the general public, for reporting/resolution of various types of issues: functional issues, technical issues, lines of business tickets and grievances (queries, errors, incidents, issues) for external users/citizens.
- b. Implement a Contact Centre solution and integrate the same with the DoP’s Service Manager, so that for each complaint received at the DoP’s toll-free line, a corresponding ticket is raised by the Contact Centre personnel (CSAs) in their ticketing tool, and resolution (L1 level only) is provided either in call/or escalated further to appropriate teams at DoP, by passing the ticket to DoP’s Service Manager (called DoP’s CRM tool).

## 1.2 Profile of India Post

The Department of Posts (DoP) has fulfilled India's communication needs for more than 150 Years and has played a significant part in improving people's economic and social lifestyle. DoP touches the lives of citizens of the country in many ways such as through door-to-door delivery of postal communications, collection of postal articles from Post box, inviting people to save money for their future needs via Postal Savings Bank Schemes, providing life insurance cover to Urban and Rural population under Postal Life Insurance (PLI) and Rural Postal Life Insurance (RPLI), providing retail services such as electricity, telephone, house tax bill collections, sale of application forms, passport services, Aadhaar services etc.

As of 31st, March 2022, the Department of Posts with 1,59,251 Post Offices spread in every nook and corner of the country and is the largest postal network in the world. Out of these post offices, about 90.41% (143985) of Post Offices are in Rural areas and the rest 9.59% (15,266) are in urban areas. This gives the Department of Posts an edge over other players in delivering government opportunities for Rural Financial and Digital India inclusion. There are a total of 4,03,678 employees of which 2,36,613 are Gramin Dak Sewaks (GDSs) at BO level (Rural Post offices) who work at the village level providing postal facilities that comprise regular postal services such as mail operations, Insurance and Banking retail that are being performed by the DoP for the Government of India and sometimes State Governments too as per the schemes provided for the benefit of citizens.

Each Rural Post Office serves about 6,229 people and the Urban Post Office serves about 31,242 people. On average, each Post Office in India covers about 20.64 Square Kilometres and serves an average of about 8627 people.

## 1.3 Overview of Postal Network

The below table provides a snapshot of DoP's Postal Network:

POSTAL NETWORK AT A GLANCE AS ON 31.03.2023 (In Numbers)		
1	Postal Circles	23
2	Postal Regions	54
3	Postal Divisions	457
4	Circle Stamp Depots/Postal Store Depots	27
5	Railway Mail Service Divisions	69
6	Postal Training Centres	06
7	Post Offices	1,59,251
A	<ul style="list-style-type: none"> <li>• Rural Post Offices</li> <li>• Urban Post Offices</li> </ul>	1,43,985 15,266
B	<ul style="list-style-type: none"> <li>• Head Post Office</li> </ul>	808

	<ul style="list-style-type: none"> <li>• Sub Post Offices</li> <li>• Branch Post Offices</li> </ul>	24,302 1,34,141
<b>8</b>	Delivery Post Office	1,51,313
<b>9</b>	Night Post Office	113
<b>10</b>	Sorting Hub	92
<b>11</b>	Countries covered under International Speed Post (both Merchandise & Documents)	100
<b>12</b>	Countries covered under International Speed Post (Documents only)	06
<b>13</b>	Average Persons Served Per Post Office *	8,627
<b>14</b>	Average Rural Persons Served Per Rural Post Office *	6,229
<b>15</b>	Average Urban Persons Served Per Urban Post Office *	31,242
<b>16</b>	Average Area Served by a Post Office (in Sq. Km)	20.64

\*Estimated

**Postal Network – Birds Eye View (Data from Annual Report 2022-23)**

More details can be viewed at:

[https://www.indiapost.gov.in/VAS/DOP\\_PDFFiles/annual\\_report\\_2023\\_english.pdf](https://www.indiapost.gov.in/VAS/DOP_PDFFiles/annual_report_2023_english.pdf)

## 2. Scope of Work

DoP envisages outsourcing its Contact Centre operations to a suitable bidder (called the CCSP), who will be responsible for establishing, operating, and managing the end-to-end Contact Centre services. The Contact Centre operations will be purely on an outsourced model and will be set up at the CCSP's premises in India. The CCSP should set up all required infrastructure as required for the operation of the Contact Centre. The Contact Centre shall strictly and exclusively serve only the Department of Posts (DoP), implying that the CCSP's teams, the space and the resources dedicated to DoP shall not be shared with any other organization.

The total duration of the project is 6 years and 4 months, consisting of 4 months of Implementation followed by 6 years of operations and support, extendable by 1+1 years, based on mutual agreement.

### 2.1 Envisaged Contact Centre Volume

Kindly refer to **Annexure 4 - Inbound Call & Complaint Count, and Annexure 5 - IVR Efficiency Report** for the tentative data on the monthly call volumes being handled by the existing contact centre. The CCSP needs to propose the resources accordingly, who can handle the number of calls expected on the DoP's toll-free line. DoP reserves the right to decrease or increase the resource requirement as per call volume or actual requirement of DoP.

### 2.2 Key Features of the Contact Centre

The following are the key features of the proposed Contact Centre:

<b>Number of CSAs</b>	CCSP shall estimate the number of resources required for DoP as per the requirements mentioned in this RFP and transaction volumes provided as part of the Annexures below.
<b>Languages supported</b>	13 Languages, as mentioned below: <ol style="list-style-type: none"> <li>1. English</li> <li>2. Hindi</li> <li>3. Oriya</li> <li>4. Bengali</li> <li>5. Gujarati</li> <li>6. Assamese</li> <li>7. Tamil</li> <li>8. Telugu</li> </ol>

	9. Kannada 10. Malayalam 11. Marathi 12. Punjabi 13. Konkani DoP may request to add 2 additional languages at the same rates
<b>Operations</b>	As per service window mentioned and consistent with the service level mentioned in Section 5
<b>Accessibility</b>	Accessible through the Toll-Free Number(s) owned by DoP. Recurring and one-time costs of the Toll-Free number are to be borne by the CCSP.
<b>Location</b>	The facility is to be located in 2 geographically separated regions. The Contact Centre will be set up in CCSP's Premises in India.
<b>Service Window</b>	Voice Inbound – 12x7x365 Days (between 8:00 AM and 8:00 PM)

CCSP shall understand the business processes of DoP and various service requirements at the Contact Centre. The scope of work to be covered by the Contact Centre can be broadly classified into the following categories:

Contact Categories	Contact Methods
<ul style="list-style-type: none"> <li>• Technical Tickets</li> <li>• Functional Tickets</li> <li>• Line of Business Tickets</li> <li>• Grievances</li> </ul>	<b>Inbound:</b> Voice (Telephone through DoP's toll-free lines)

- a) The main function that shall be catered by the CCSP using the Call Centre Software/Application/Tools is attending the incoming calls, recording them as tickets/incidents in the CCSP's ticketing tool, and then executing steps for request fulfilment, Incident Management Process, Problem Management Process, Status and Enquiry Process, Escalation Matrix Process, Training and Change Management Process.
- b) The CCSP is expected to provide Level-1 support. In case the resolution is not done at the L1 level, the CCSP will pass on the ticket to DoP's Service Manager tool (also called DoP's CRM), where the ticket shall be escalated further to Level – 2 and Level – 3 support teams which will be provided by the respective functional teams/OEM team/DC-DR Support Team/Network Provider team/End User Devices support provider/DoP's teams as required.

- c) These CSAs shall be responsible for resolving the user issues/grievances raised by the Users using the Contact Centre Service manager tool provisioned by the CCSP under this RFP.

Below is the indicative list (non-exhaustive) of issues and corresponding issues that will be required to be managed at the Contact Centre:

Technical Tickets	Functional Tickets	Line of business Tickets	Grievance Tickets
<ul style="list-style-type: none"> <li>• Email/Communication Issues</li> <li>• Network Connectivity</li> <li>• Application Errors</li> <li>• Password Resets</li> <li>• Device Support</li> <li>• Server and Infrastructure Issues</li> <li>• Website/App Support</li> <li>• Security Incidents</li> <li>• Data Backup and Recovery</li> <li>• Software Updates/Patches etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Account Management</li> <li>• Payment Inquiries</li> <li>• Transaction Issues</li> <li>• Product Information</li> <li>• Policy Changes</li> <li>• Claims Processing</li> <li>• Change of Address/Contact Information</li> <li>• Investment Advice</li> <li>• Benefits and Coverage etc.</li> </ul>	<p><b>Postal Services:</b></p> <ul style="list-style-type: none"> <li>• Mail Delivery Issues</li> <li>• Post Office Location Information</li> <li>• Postal Rates and Shipping etc.</li> </ul> <p><b>Insurance Services:</b></p> <ul style="list-style-type: none"> <li>• Policy Renewals</li> <li>• Claims Processing</li> <li>• Policy Cancellations etc.</li> </ul> <p><b>Banking Services:</b></p> <ul style="list-style-type: none"> <li>• Account Balances</li> <li>• ATM/Debit Card services</li> <li>• Online Banking Support etc.</li> </ul> <p><b>Other Services:</b></p>	<ul style="list-style-type: none"> <li>• Customer Complaints</li> <li>• Dispute Resolution</li> <li>• Grievance Escalation</li> <li>• Feedback and suggestions for service improvement etc.</li> </ul>

### 2.2.1 User Category

Users are categorized as internal users of DoP and external users (or the general public). Contact Centre will cater to only external users or the general public, who shall be connecting through toll-free lines of the DoP. DoP external users or people from the general public can log their requests and issues concerning DoP services across postal, banking, insurance and other service verticals.

### 2.2.2 Integration with DoP’s Service Manager (called the CRM)

The CCSP must integrate its software/tool/application and all the required infrastructure with DoP’s Service Manager where the tickets will be logged. DoP will expose its APIs to enable this integration. It will be the CCSP’s responsibility to coordinate with the different stakeholders and perform the integrations. Details of the respective stakeholders will be shared with the CCSP. For the incoming call, the CCSP will raise a ticket in

their ticketing tool and provide a resolution on call (L1 support). If the resolution is not possible at the L1 level, the ticket is passed on to the DoP's Service Manager (called the DoP's CRM tool) and escalated further for L2 and L3 support.

The integration with DoP's CRM tool will be through the APIs, which will enable read-only access to the tickets escalated/passed on to the DoP's CRM tool. In case the user/complainant makes calls to the DoP's toll-free line to get an update on the issue/complaint reported by him, the CCSP's ticketing tool/solution will access the DoP's CRM tool (through APIs/parameters) to fetch the ticket status and update the user/caller on the same.

### 2.2.3 SMS Alerts

As soon as a call is received by the CCSP through the DoP's toll-free line, the CSA will raise a corresponding ticket on the CCSP's ticketing tool. Once the ticket is logged, an SMS alert is sent to the caller stating the same.

Regular updates will be sent to the caller on the ticket status when the issue is logged in the system, the ticket is assigned to the suitable teams (L2 or L3 as required), and upon the ticket resolution. The caller is also asked to provide their feedback on the resolution provided to them. SMS charges shall be borne by the CCSP.

### 2.2.4 Contact Centre Locations

DoP intends to have 2 Contact Centres initially, located in 2 geographically separate regions in India. The locations must not change for the contract period and shown during the site visit as part of the technical evaluation. The CCSP needs to share the complete address of the locations provided within 15 days from the issuance of the Letter of Intent. The CCSP needs to factor in the scaleup requirements of the operations while deciding the locations for the project. The locations offered will be approved by the DoP. DoP reserves the right to suggest an alternate location during the selection process. During the contract period, if required, DoP may propose to set up a Contact Centre in additional locations, over and above the 2 locations already mentioned. The CCSP is required to comply with such requests, to fulfil the growing call volumes/complaints/tickets. In such a scenario, the cost to DoP will be applicable as per the commercial format shared by the CCSP during the submission of bids and included in the agreement.

#### **Requirements for locations:**

- They should be capable of meeting DoP's language requirements.
- They should provide seamless operations with a Business Continuity Plan (BCP).
- The leadership for periodic reviews should be available in the DoP's corporate office, as and when required.
- The locations proposed must have the required talent pool and accessibility of resources.

### 2.2.5 Scope of work - Voice (Inbound)

An indicative (non-exhaustive) list of functions/ activities to be covered under inbound calls is given below. Apart from the normal queue, the facilitation of an L1 (Level 1) desk for each critical activity related to postal, banking, insurance applications and other services. The resources (CSAs) deployed to manage the critical activities must be capable and skilled enough to handle the customer interactions. However, if volumes of any other regional language justify the inclusion of an additional language, the same must be done by the CCSP as per the instruction of the DoP within a period of 4 weeks.

All inputs are to be captured in the Contact Centre application. For some ad-hoc activities/tasks, the DoP may ask the CCSP to keep track of requests in a spreadsheet and share the same periodically.

S. No.	Category	Description
1	Query	<p>The queries raised by the callers are required to be answered. The CSAs handling the calls represent the DoP for the caller. For every call received, a ticket is raised in the CCSP's ticketing tool. All efforts must be made by the CSAs to answer the user's queries. These may be of below types:</p> <ul style="list-style-type: none"> <li>• Products and services being offered.</li> <li>• Turnaround time (TAT) for various services</li> <li>• Any other communications being sent from the DoP, etc.</li> <li>• Status and escalation of existing complaints and requests raised in the system</li> </ul>
2	Request	<p>Requests need to be logged in CCSP's ticketing tool. This includes capturing free text remarks/descriptions of the issue. Hence, the CSA must be competent enough to structure the sentences correctly in English / Regional language.</p>
3	Complaint	<p>Complaints raised by the DoP's external users (general public) need to be logged into the CCSP's ticketing tool. This includes capturing free text remarks/descriptions of the issue. Hence, the CSAs must be competent enough to structure sentences correctly in the caller's preferred language.</p>
4	Feedback	<p>Feedback needs to be logged in the CCSP's ticketing tool. This includes capturing free text remarks/descriptions of the issue. Hence, the CSAs must be competent enough to structure the sentences correctly in English / Regional language.</p>

### 2.2.6 Self-service - Interactive Voice Response (IVR)

The DoP needs IVR in all 13 languages to enable self-service for its customers.



The CCSP needs to provide end-to-end service concerning IVR, i.e., design, deployment, hosting and maintenance. The key objective of IVRs would be:

- To enable the caller to get any information.
- To enable customer self-serve for various tasks like blocking debit cards, generating doorstep appointments etc.
- To minimize the need for human intervention in customer query resolution
- Initiate call-back requests
- IVR co-browsing
- Smart solutions and conditional blocking of IVR concerning repeat calls. (Daily/Weekly/fortnightly/monthly capping)
- A monthly review of the IVR functionality will be conducted wherein the CCSP needs to provide insights on the usage of various functionalities being offered on IVR.
- Based on the inputs of the CCSP as well as the DoP's internal requirements, the DoP will propose new functionalities that need to be added to the IVR.
- An urgent update needs to be implemented within a period of 2 calendar days for example: A change in interest rates, charges, regulatory message etc.
- The IVR scripts need to be suggested by the CCSP and will be approved by the DoP.
- The IVR recordings must be high-quality studio recordings for all languages. It must be ensured that the recordings across all languages are in the same gender voice. All the changes suggested in quarterly reviews must be done and implemented in studio recording without any voice mismatch. However, this may be relaxed for any incidental update.

**Functionalities required in IVR are:**

- Inform the caller about the time of operations of the Contact Centre i.e. the Contact Centre services are available from Monday to Sunday between 8am and 8pm.
- Receive all inbound calls on the telephone number specified by the CCSP / DoP and prompt the callers to make their selection(s).
- Identify customers through calling line identification (CLI) and support intelligent call routing.
- Ability to identify state and language based on originating number and IVR should communicate in the same language.
- Ability to direct the calls to a regional language-speaking CSA based on the originating number.
- Include a speech recognition engine to support and interpret multiple languages, especially English.

- Text-to-speech capability must be supported for multiple languages including English and Hindi.
- Provide an easy-to-configure system that enables the users to change the IVR tree with no hard coding.
- Support messages scheduling.
- The IVR solution must be capable of capturing the usage details of each customer as the customer traverses through a call. The IVR solution should have an interface through which usage details can be shared with other solutions.
- The IVR must integrate with the rest of the proposed solution to provide seamless Contact Centre performance.
- CCSP shall configure and implement the IVR product and dialer along with any required third-party solutions to meet DoP's requirements.
- CCSP shall design the IVR tree structure in consultation and with the approval of DoP. DoP may suggest changes and customization in the IVR tree structure from time to time, which the CCSP shall execute within 15 working days at no additional cost.
- There shall also be a provision for ignoring the IVRS and directly landing the call with CSA.
- In case of an additional language request from DoP, the CCSP should be able to configure the additional language in the IVR.
- CCSP should be able to configure important messages/advertisements on IVR free of cost during the waiting period. The content and time for such messages/advertisements shall be decided by DoP.

**The detailed requirements for the CCSP are listed in the below sections.**

## 2.3 Contact Centre Requirements

The following is included in the scope of work of the RFP.

1. The Contact Centre will handle all queries of DoP's external users/general public relating to all the services being delivered by DoP i.e., Postal, Banking and Insurance.
2. The CCSP shall follow the implementation plan for the Contact Centre launch as per the RFP and agreement with DoP.
3. The CCSP will provide training to CSAs deployed at the Contact Centre. The CCSP needs to analyse problems received to fix root-cause problems and reduce calls.
4. The CCSP will exclusively provide Level 1 (L1) support for all the tickets; if the resolution is not done at the L1 level, the ticket shall be escalated to L2 and L3 support teams appropriately by passing the ticket to the DoP's CRM Tool.
5. Refer to Annexure 2 for an illustration of the workflow of calls/queries/tickets through the Contact Centre

## 2.4 Functional Requirements

### 2.4.1 Contact Centre Application

1. The CCSP shall provide a Contact Centre application (preferably open source) which will help the CCSP manpower to receive and attend to incoming calls and raise a ticket in their ticketing tool for contact management, analyzing customer service, providing customer insights, and storing, tracking, and reporting callers/subscribers/users' queries and complaints.
2. The application should also collect feedback from the caller after every interaction with them.
3. All the data collected and stored by the CCSP while undertaking the functions of the Contact Centre will be the property of DoP.
4. The software would maintain a complete call history of all calls received at the Contact Centre.
5. For the calls received at the Contact Centre where a resolution could not be provided at the L1 level, the ticket will be passed on to the DoP's Service Manager (called DoP's CRM tool) for L2 or L3 support.
6. The CSA should collect all relevant caller details to record customer interactions and should be seamlessly incorporated into DoP's CRM tool.
7. The CCSP shall provide DoP with all the data of this application at the time of the end of the contract period or as and when required by DoP.
8. The application must integrate with DoP's CRM tool to enable the logging of tickets in the tool for every call received at the Contact Centre where L1 support could not help in issue resolution. Every call is first received at the Contact Centre, recorded in the CCSP's ticketing tool, and then the CCSP provides the resolution over the call itself at the L1 support level or passes it to the DoP's CRM tool as a ticket/incident for escalation to the respective OEM team/DC-DR Support Team/Network Provider team/ End User Devices support team respectively for L2 or L3 support.

## 2.4.2 Contact Centre Call Support Structure

The CCSP will only be responsible for providing Level-1 support. Level-2 and Level-3 support will be provided by the respective Application team, DC/DR Support Team, Network Provider team and End User Devices support provider respectively.

Level-1 (L1) Desk person will provide the first line support as follows:

- Service Requests processing
- Incident detection and recording
- Classification of Incident and Initial Support
- Elementary investigation and diagnosis
- Troubleshooting, step-by-step guide, knowledge sharing with user
- Resolution and recovery for known issues.
- Escalation and assignment of tickets to next-level support groups i.e., L2 & L3 for issues that require more technical knowledge.
- Incident ownership, monitoring, tracking and communication.

At L1 level, the CCSP is required to authenticate the caller before accessing the details for Banking, Postal and Insurance services, or documenting the service request, or while forwarding the call to L2/L3 teams.

Level-2 (L2) support group is more experienced and knowledgeable personnel on a particular product or service and will provide second-line support as follows:

- Resolution of tickets assigned by the L1 Desk Team
- Identification and Resolution of the Problem
- Knowledge Base and Known Error Data Base (KEDB) update
- Creation and implementation of change requests after required approvals
- Requesting external support from software or hardware manufacturers

Level-3 (L3) support group will provide the third-line support for the tickets escalated to them requiring advanced subject matter expertise, and they can also request external support from software or hardware manufacturers.

## 2.4.3 Contact Channels

1. The Contact Centre shall be accessible only through voice calls received at DoP's toll-free number. All other modes of communication are catered to directly by DoP's CRM tool and the CCSP has no role to play in those tickets/issues.

#### 2.4.4 Managed Services

1. The CCSP shall be required to set up, operate, and maintain the Contact Centre, including Customer Service Agents (CSA) and Team Leaders, at its premises.
2. The deployed manpower should have prior experience and be trained and empowered to handle queries/ complaints of callers/ stakeholders and capable of providing resolutions to their utmost satisfaction based on information available and inputs received from DoP.
3. This will also include obtaining caller's/subscribers' feedback about Contact Centre services.
4. All the IT infra and IT tools related to the contact center are to be hosted at a Data center in India and the cost for the same is to be borne by the CCSP. The CCSP will also have a secured network connectivity to connect to DoP applications / DoP Data centre/cloud facilities.

#### 2.4.5 Language Support

1. The Contact Centre should provide support (interactions with callers) in multiple regional Indian languages (as per Annexure 1) and should be able to effectively provide accurate information to the recipients in the language in which the call is being received.
2. The CCSP shall engage the desired number of qualified call executives conversant with all languages as per Annexure 1.
3. The contact channel support needs to be provided in all languages as per Annexure 1.

#### 2.4.6 Time of Operation

1. The Contact Centre shall be operational for: -
  - a. 7 days a week (including Sunday)
  - b. All public holidays (except National Holidays on 26<sup>th</sup> January, 15<sup>th</sup> August & 2<sup>nd</sup> October and mandatory holidays declared by the Government viz. election etc.)
2. The Contact Centre shall be operational at the following times for receiving calls from external users or the general public:
  - a. Voice Inbound – 12x7x365 Days (between 8:00 AM and 8:00 PM)
3. DoP reserves the right to request an increase in hours of operation based on the volume of calls at a later stage in consultation with the CCSP. This may be scaled up to a 24x7 support at a future date depending on volume and /or other parameters. DoP would provide the CCSP with a 1-month notice period to allow it to scale up its operations to support extended hours of operation. In such a scenario, DoP will calculate the commercials based on the rates proposed by the CCSP during bid submission.

#### 2.4.7 Toll-Free Numbers

The Contact Centre is envisaged to be accessible to subscribers, the general public and stakeholders through toll-free numbers owned by DoP. The charges for toll-free numbers will be borne/paid by the

CCSP. However, the CCSP's Contact Centre solution must be integrated with DoP's toll-free number, so that every call that lands on DoP's toll-free number is handled by CCSP's solution.

#### 2.4.8 MIS & Reporting

1. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of CSAs, IVRS, ACD, etc. The CCSP must provide a portal for report viewing by the DoP or its designated vendor(s).
2. Reports should also be available in common formats like Excel, PDF, Word, etc. and should be configurable to be mailed to a defined mailing list.
3. The CCSP and DoP will mutually agree on the format of the reports to be submitted by the CCSP to DoP. If the DoP requests the CCSP to provide customized reports, the CCSP will provide customized reports at no cost to the DoP. The following reports, but not limited to, must be provided by the CCSP:
  - Reports based on period/ location wise/ office wise
  - Type of grievances/queries/demand/analysis location-wise
  - Repeat request or complaints analysis
  - Call waiting time
  - Disposal rate through IVRS and CSA
  - Lost calls/ unanswered calls
  - System/position log on off or breakdowns
  - Call time (Average Talk Time/Hold Time/Handle Time)
  - Hourly call details
  - Complaints pending for more than a defined period
  - Calls Handled
  - Abandoned Call Rate
  - Delay Before Abandon (Average/ Longest)
  - Time for After-Call Work (Wrap-Up)
  - Staffing related Report
  - Call origination report (From toll-free number)
  - Other monthly MIS, and SLA reports
  - Any other report as requested by DoP

#### 2.4.9 Knowledge Management

As part of the Knowledge Management Database (KMDB), the CCSP is required to perform the following activities:

1. Set up the Contact Centre framework, associated processes, and workflows for handling common types of queries, which shall be presented to DoP for approval.
2. Create knowledge management entries from incident, problem and change modules.
3. Build a Frequently Asked Questions (FAQ) database/knowledge bank and step-by-step query resolution workflow based on commonly asked queries/feedback.
4. Ensure the provisioning of self-learning FAQs using AI tools to enhance effectiveness and efficiency.
5. Manage the full life cycle of knowledge articles through administration capabilities (e.g., submission, editing, review, approval, publishing, usage monitoring, etc.)
6. Develop a training methodology including training material in English, Hindi, and other regional languages for imparting knowledge to the Executives in consultation with DoP.
7. Provide the user training manual and documentation in standard format (Word, PDF etc.) for DoP officials and its customers.
8. Have a defined workflow process for reviewing and approving pending knowledge articles that can be displayed graphically
9. Embed Web links, images, and objects into knowledge articles (e.g., screenshots, etc.)
10. Provide a web-based knowledge base that assists in finding, organizing, and publishing knowledge articles that aid in self-service and faster turn-around time.

#### 2.4.10 Process Requirements

The procedure envisaged for handling queries/calls at the Contact Centre would inter-alia comprise of the following process which is broadly summarized below:

1. The Contact Centre would receive the queries of the general public through toll-free numbers. DoP shall bear the call charges of the toll-free numbers and the outgoing telephone numbers, to route calls to other stakeholders/intermediaries of DoP. The system should have the capability of Call Holding and Call Routing facilities.
2. For every call received, a ticket is raised by the CSA in CCSP's ticketing tool. The CSA shall record the personal particulars like name, address, gender, contact details, emails, queries, the status of the calls, type/ subject of the query, etc. in their tool. Post this, the CSA with the prescribed minimum academic qualification who has been informed and trained in all aspects of DoP shall provide a suitable resolution to the issue. This will be the Level 1 support (L1 support) interface between the general public and the Contact Centre. The CSA would respond to the queries in the best possible manner referring to the pre-formulated standardized answer framed in consultation with DoP. The CSA should be aware of all the details of DoP, and they should be able to answer queries to the satisfaction of the caller.
3. CSA shall issue the docket number for each call for future reference, respond/answer the query so received and the information provided including the query asked shall be recorded in a database. MIS reports and information will be sent to DoP/Intermediaries regularly at predefined intervals.

4. DoP will provide regular information on the latest developments and organize training sessions for knowledge transfers as and when deemed necessary for the Executives and the CCSP should ensure that the CSA has updated information about DoP at any point in time.
5. In case, the CSA (Level 1 Support) is not able to answer or provide a resolution to a query, he/ she shall transfer the ticket to DoP's Service Manager (called the CRM tool) for Level 2 support. Simultaneously, the information given by the L2 or L3 support personnel shall also be recorded in the MIS Database.
6. The Expert at Level 2 Support shall answer/respond to the calls escalated by the Executive (Level 1 Support) to the best of his ability and understanding of DoP. In case, Experts at Level 2 Support are not able to provide a resolution, the ticket will be further escalated to the designated team (DoP team/network team/NOC-SOC team/etc.) for Level 3 support as required.

#### 2.4.11 Generative AI

The CCSP may develop and deploy voice-based AI bots that will answer the calls received at DoP's toll-free lines. The call is received by the bot to answer the caller's query and simultaneously raise a ticket in the CCSP's ticketing tool through an automated workflow. The call is passed on to a CSA only if human interaction is required, and the CSA accordingly responds by providing L1 support or escalating appropriately to L2/L3 support teams (by passing the ticket to DoP's Service Manager). Such a bot may learn from past data/training material and FAQs shared by DoP to reduce the need for human interaction and strive towards resolving the maximum call complaints at the L1 level itself.

#### 2.4.12 Integration with Bhashini

Additionally, the CCSP's solution must support future integration (as and when available) with "Bhashini" – The Central Government's initiative for enabling all users to access the internet and digital services in their native languages. The following is the tentative scope of integration required in the foreseeable future:

1. Language Support: The CCSP's solution must be capable of seamlessly integrating with Bhashini's advanced voice recognition and automated response features, allowing for the effective handling of queries in various regional languages (over and above the 13 proposed languages), ensuring inclusive and accessible customer service across diverse linguistic demographics.
2. Real-Time Translation and Transcription: The solution should be able to leverage Bhashini's capabilities to provide real-time translation and transcription services, facilitating efficient and accurate communication between CSAs and customers speaking different languages.
3. Training and Support: The CCSP is responsible for providing comprehensive training to Contact Centre staff on the use of Bhashini-integrated features. Continuous technical support should be offered to ensure smooth operations.



## 2.5 Technical Requirements

The solution proposed by the CCSP should meet the following technical requirements (but not limited to):

### 2.5.1 Contact Centre Technology

The CCSP is expected to establish cutting-edge infrastructure, encompassing the necessary systems for the Contact Centre's day-to-day operations in efficiently handling customer interactions including the below:

- a. IVR application with Server and BCP (Business Continuity Plan)
- b. Automated Call Distributor (ACD)
- c. Dialler
- d. Voice logger-recording
- e. Customer satisfaction survey (CSAT) survey tool for customer interactions after call completion on IVR

### 2.5.2 Automatic Call Distributor (ACD) and or Dialler

ACD distributes incoming calls to CSAs as they are received. It should be pre-integrated with the IVR with the following features:

1. Handle high call volumes efficiently
2. Provide the capability of combining data with the Interactive Voice Response (IVR) menu system that can intelligently route calls requesting further assistance to a smart Automatic Call Distributor (ACD)
3. Provide a highly configurable system for adding/removing users, assigning users to different queues and defining skill sets
4. Support skill-based routing
5. Allow calls to be transferred within the Contact Centre
6. Skill-based routing: Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI), etc.
7. The system should be able to intelligently route the callers to CSAs as defined by the administration
8. The system should announce the queue waiting time for the caller before getting attended by a CSA

### 2.5.3 Call recording system

1. All calls are required to have a recording system to capture all interactions so that these can be retrieved as and when required.
2. At L0 level, IVR must inform the user through a message "Your call will be recorded for training and quality purposes" before proceeding with the communication.
3. Voice Recording system shall be provided in high availability configuration
4. The recording software should provide 100% voice call recordings.

5. The software should support for search and replay of calls
6. The software should have Rules-based storage and recording

#### 2.5.4 Computer Telephony Integration (CTI) Solution

1. The solution should be able to integrate with the Contact Centre solution
2. It shall be interfaced with DoP's CRM tool to send/receive data that needs to be populated. DoP's CRM tool shall enable integration by exposing the APIs for the CCSP's tools and software.
3. On transferring the call to another CSA, the screen too should be transferred to that CSA's screen
4. The CTI must be capable of activating the fast-dialling feature of the ACD
5. Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.

## 2.6 Non-Functional Requirements

The solution proposed by the CCSP should meet the following non-functional requirements (but not limited to):

#### 2.6.1 Data Protection

1. All the data generated as part of running the Contact Centre should be stored within India.
2. This data shall be the property of the DoP, and the CCSP may be asked to provide the DoP with a copy of this data regularly.
3. The CCSP must ensure that the MIS database is free from any forms of Data Redundancy which could cause data loss.
4. The CCSP must implement end-to-end encryption for messages during call exchange.

#### 2.6.2 Security & Control

1. CCSP should comply with the latest industry standards for data security and privacy.
2. Annual ITSM & ISMS internal audit for every location needs to be conducted by the CCSP apart from an external audit conducted once every year for the DoP's process. DoP must be informed of the schedule of the Audit as well as the outcome/findings of the audit.
3. DoP may oversee the audit process and provide inputs on the same.
4. All the hosting and contact centre locations provided must be ISO 20000 and ISO 27001 certified within 6 months of the start of operations of the services.

#### 2.6.3 Operational

1. CCSP must maintain a Standard Operating Procedure (SOP) that provides instructions for the operational management requirements for the process. This needs to be approved by the DoP.
2. DoP will not be responsible for payment of any Annual Maintenance Contract (AMC) etc. for any equipment. Also, the CCSP should provide for all HR-related processes and compliance with state and

central government statutory and regulatory requirements for the Contact Centre employees (CSAs) and the DoP shall not have any responsibility towards this.

**Right to audit:** Periodic planned as well as surprise audits of the Contact Centre shall be conducted by the DoP or its agencies to examine compliance with the DoP’s internal processes and guidelines.

### 2.6.4 Performance

1. CCSP shall propose proactive and reactive process improvement initiatives every quarter to improve productivity, capacity utilization, up-scaling /downscaling, efficiency, and quality of service.
2. These initiatives shall be jointly discussed with DoP and implemented by the CCSP.

### 2.6.5 Activities

The CCSP shall carry out below activities:

#	Activity
1	Project Planning & Implementation Phase: <ol style="list-style-type: none"> <li>a. Project Set up for Contact Centre (One Time Setup)</li> <li>b. Integration of Contact Centre with DoP's CRM tool</li> <li>c. Application Deployment &amp; UAT</li> </ol>
2	Operating Phase: <ol style="list-style-type: none"> <li>a. Operationalization – Go live</li> </ol>

### 2.6.6 Resource onboarding and training

1. CCSP shall select and deploy the skilled and qualified manpower as defined in the RFP required for running the Contact Centre.
2. CCSP shall, in its response, propose the Contact Centre model including the number of seats required for DoP Contact Centre operations based on envisaged call volumes and SLA requirements from the Contact Centre as specified in this RFP.
3. DoP may depute its officials, at the Contact Centre location, to ensure the quality of service and control over the day-to-day functioning of the Contact Centre. The decision of the DoP will prevail in every case of dispute.
4. Minimum Manpower Profile – Manpower deployed by the CCSP for DoP’s Contact Centre should comply with the minimum qualification as mentioned in the following table:

S. No.	Position	Minimum Qualification
--------	----------	-----------------------

<b>1</b>	CSA	<ul style="list-style-type: none"> <li>• Minimum 12<sup>th</sup> passed and pursuing graduation, preferably graduate or equivalent.</li> <li>• Able to speak, read and write in any one of the languages as required by DoP including English.</li> <li>• Able to communicate confidently and politely, with good speaking skills</li> </ul>
----------	-----	--

1. Manpower profiles could be audited by DoP on an ad hoc basis.
2. CCSP shall submit an undertaking with the invoice declaring the compliance with the minimum manpower profile.
3. CCSP shall get prior approval from DoP before increasing or decreasing the number of CSA deployed for DoP as mentioned in their proposal.

### **Resource Training**

1. Considering the nature of the services, training is an important aspect of the DoP Contact Centre. The CCSP should decide to impart proper training in soft skills; call handling, and exposure to related applications to prepare the CSA to answer different types of queries, and on other aspects of Contact Centre services.
2. The CCSP should ensure that all the CSA are put on actual duty only after providing them proper training in at least the following areas:

S. No.	Training Area	Responsibility
1	Soft Skills	CCSP
2	Application(s)	CCSP
3	Call Handling procedures	CCSP
4	DoP business process-related/scripts	CCSP (with support from the DoP / DoP Service providers team)

**Note:** For such training sessions, the arrangement of logistics, travel, etc. shall be the responsibility of the CCSP.

DoP shall assist the CCSP in preparing training material (which can be further customized) for business-related training.

### **2.6.7 Scalability and Reliability**

- The CCSP's Contact Centre solution should adhere to the principles of scalability and reliability, ensuring uninterrupted access to MIS database/call logs.
- The CCSP's solution should have the ability to upgrade to emerging technological shifts.

## 2.7 Miscellaneous Requirements

### 2.7.1 Premises, Furniture and Amenities

1. The CCSP shall be responsible for providing premises duly equipped with power, lighting, network connectivity, lease line, internet, huddle boards, security systems and all other amenities required for a Contact Centre to function smoothly.
2. The security systems must include the presence of security personnel at the entry/exit points who will be required to do frisking of the CSAs to ensure they do not carry storage devices and mobile phones.
3. Adequate provision must be made for the seating of Contact Centre staff and one DoP official at each site with proper lighting, and lockers for the staff to keep bags, air conditioning etc. to ensure sufficient comfort levels for the Contact Centre staff (CSAs) as well as the DoP officials.
4. One dedicated desk for the DoP staff needs to be provided at each of the locations. The desk must have access to the Contact Centre tools, software being used for call monitoring, quality audits and MIS tools. Internet access for Wi-Fi connectivity also needs to be provided for the DoP staff. The area provided for the DoP must be a dedicated operational delivery floor i.e., secluded with restricted entry only for the CSAs associated with the DoP's process. (The first 3 months of operations is an exception for this, the time which may be taken to understand the scale of operations)
5. Other basic facilities like water, toilets, canteen, etc. should also be provided.
6. Adequate training facilities should also be provided including the availability of proper rooms with necessary training infrastructure like whiteboards with markers, projectors, and systems wherein the trainees can practice in a real-time environment.
7. The CCSP will be responsible for providing MPLS/Lease line connectivity between each Contact Centre location to the DoP Hosting Environment in DC/DR/Cloud.
8. There should also be a provision of CCTV cameras for the DoP's processes at each site at no additional cost to the DoP. The cameras must be sufficient to cover the complete shop floor the feed from which must be kept by the CCSP for the last 90 calendar days. The DoP staff must be able to view the CCTV footage for the last 90 calendar days as and when required. Live view access to CCTV footage of all the Contact Centre locations must be provided to the DoP's staff. This needs to be remote access wherein the DoP's staff can access live CCTV feeds from any place.

### 2.7.2 Service delivery

All essential professional services required for the effective implementation of the suggested solution must be followed diligently. These services include but are not limited to, Project Management, Deployment methodologies, Operational and maintenance methodologies, Quality Control, etc. The CCSP shall submit as part of the technical Bid **an overview of the Project Management approach of the proposed solution**. CCSP should ensure that CCSP's key personnel with relevant skills are always deployed for this project.

### 2.7.3 Review Meetings

1. CCSP shall attend the review meetings called for by DoP. No additional costs will be paid by DoP for attending the review meetings.
2. DoP will review and discuss the performance of all service levels during the review meetings.
3. All observations/decisions/action items shall be closed before the start of the next meeting.
4. The CCSP is to forward the minutes of the meeting within two working days.

### 2.7.4 Audit & Inspection

The DoP is subject to various regulatory/Security audits/inspections. The CCSP needs to support the DoP in its audit by submitting any data required by the auditor about the DoP's process. Any observation given by the auditor will be binding on the DoP as well as the CCSP. The CCSP needs to perform corrective and preventive actions to support the DoP in the closure of the observations/comments. Any financial implication (if any) to comply with the guidelines/observations of the audit, needs to be borne by the CCSP.

Additionally, the process followed by CCSP for ticket handling will be audited annually/periodically by an independent agency/DoP. The recommendations of the audit for improvement will need to be implemented by the CCSP in a time-bound manner agreed with the DoP.

### 2.7.5 Responsibility of DoP

1. Arrange access for the CCSP to visit DoP.
2. Provide details of the contact person at the location/office who would be coordinating and implementing the Contact Centre solution, project management etc.
3. Provide a service manager tool where the CSA will pass on the tickets where L1 support is not able to resolve the issue.
4. Provide details of system integrator personnel / DoP staff who may be required to sit at the CCSP's premises.
5. Arrange coordination with different stakeholders.
6. Initial training to the Customer Service Agents (CSAs) on the DoP's processes and knowledge transfer.
7. Throughout the contract duration, regular training sessions for knowledge transfers will be provided by the DoP/DoP-appointed agency for the CCSP on DoP's applications/information on the latest developments. (For such training sessions, the arrangement of logistics, travel, etc. shall be the responsibility of the CCSP.) The CCSP should ensure that the CSAs have updated information about DoP at any point in time.
8. Provide access to their Service Manager (called DoP's CRM tool) and a Toll-Free line.
9. Integration with DoP CRM Tool - This will be a joint responsibility of DoP and the CCSP.

\* (Refer to Annexure 3 for Responsibility Matrix)

## 3. Detailed Milestones, Deliverables, Timelines and Payment Schedule

The project is expected to follow the schedule mentioned below. The detailed milestone Timeline and Deliverables are mentioned. The payment shall be strictly as per actuals based on the number of tickets logged by the CCSP in their tool and payment schedule tables provided below. The payment shall be released on successful completion of various deliverables to the satisfaction of DoP.

DoP shall make payment to the CCSP as per the following schedule and activities under each group.

Where:

T = Date of the Contract Award (Issuance of the Letter of Award)

G = Date of Go Live of Contact Centre

### Note:

1. *Payment shall be made after the deduction of the Penalty (if imposed)*
2. *Damages for deliverable failures shall apply according to Service Level Terms as mentioned in Section 5.*
3. *Time delay attributable to DoP (if any) shall not be considered for damages calculation the CCSP shall not be penalised for the same.*

The below sections provide the milestone, timeline, linked payment, and deliverable expected from the CCSP. The CCSP shall continue to operate and maintain its Contact Centre for a period of 6 years after the go-live.

### 3.1 Planning, Implementing & Operating Phase

Milestones	Milestone Description	Payment Terms	Time Schedule	Deliverables
<b>M1</b>	One time setup	NA	T+4 weeks	<ul style="list-style-type: none"> <li>• Team Deployment</li> <li>• Project Plan for Contact Centre implementation and operation</li> <li>• Risk Management and Mitigation Plan</li> </ul>
<b>M2</b>	Facility and System Deployment	NA	T+8 weeks	<ul style="list-style-type: none"> <li>• Design documents for Contact Centre, i.e., Contact Centre</li> </ul>

				application, Facility and Contact methods.
<b>M3</b>	Integration of Contact Centre Application with DoP's CRM tool	NA	T+12 weeks	<ul style="list-style-type: none"> <li>• Successful implementation of Contact Centre application, Contact Centre facility and Integration with DoP's LOB solutions and DoP's CRM tool.</li> <li>• Correction of defects</li> <li>• Sign-off from DoP</li> </ul>
<b>M4</b>	Application User Acceptance Testing (UAT) and Go-Live	NA	T+16 weeks	<ul style="list-style-type: none"> <li>• User Acceptance Testing approved by DoP</li> </ul>
<b>M5</b>	Quarterly payment as per the number of tickets logged by the CCSP in their tool	Quarterly payment is calculated as per the number of tickets logged and the commercials proposed by the CCSP	Quarterly, T+16 weeks onwards	<ul style="list-style-type: none"> <li>• Operations and Maintenance (O&amp;M) of Contact Centre</li> </ul>
<b>M6</b>	Exit Management	NA	After project closure	<ul style="list-style-type: none"> <li>• Project Closure report with No Objection Certificate (NOC)</li> </ul>

\*\* - All payments shall be made after deduction of the applicable penalty as per the SLR

### 3.2 Exit Management

Milestones	Milestone Description.	Payment Schedule	Time Schedule	Deliverables
1	Exit Management	50% of the last quarter's payment (calculated as per the number of tickets logged and the commercial rates	Within 45 days of successfully meeting all conditions of Exit Management.	<ul style="list-style-type: none"> <li>• Adherence to the requirements under exit management</li> <li>• In case of Extension, the Exit management payment shall be done post-signing the activities as per the scope defined in the RFP</li> </ul>



		proposed) shall be withheld and shall be paid after successfully meeting all conditions of Exit Management.		
--	--	---	--	--

For any matter-related interpretation of clauses/values/formula etc. in all the above tables, the decision of DoP shall be final and binding on the CCSP.

## 4. Testing and acceptance Criteria

1. The CCSP shall demonstrate the following mentioned acceptance criteria before the acceptance of the solution as well as during the project operations phase, concerning scalability and performance etc. The CCSP may propose further detailed acceptance criteria which the DoP will review. Once the DoP provides its approval, the acceptance criteria can be finalized. If required, parameters might be revised by DoP in mutual agreement with the CCSP and the revised parameters shall be considered for acceptance criteria.
2. CCSP needs to provide the exit criteria from Staging to UAT to production.
3. The following table depicts the details of the various kinds of testing envisaged for each phase of the project:

Type of Testing	Responsibility	Scope of Work
<b>Testing Documentation</b>	<ul style="list-style-type: none"> <li>• CCSP</li> </ul>	<ol style="list-style-type: none"> <li>1. The CCSP should create a test strategy document for the overall project.</li> <li>2. For performance testing, a separate performance strategy document needs to be created.</li> <li>3. Based on the use cases, test scenarios need to be defined.</li> <li>4. Based on the test scenarios, a test case design needs to be created and mapped to the desired test result.</li> <li>5. The Requirement Traceability Matrix (RTM) needs to be updated based on the test scenarios and test cases.</li> <li>6. All documents need to be reviewed and approved by the DoP.</li> </ol>
<b>Integration Testing</b>	<ul style="list-style-type: none"> <li>• CCSP</li> <li>• DoP and/or its Agency</li> </ul>	<ol style="list-style-type: none"> <li>1. The CCSP is to perform integration testing in its setup.</li> <li>2. The CCSP is to prepare and share with the DoP the integration test plan, test strategy and test case design.</li> <li>3. The CCSP is to perform integration testing as per the approved plan.</li> <li>4. Integration testing is to be performed through manual as well as automated methods</li> </ol>

<p><b>Security Testing (including Penetration and Vulnerability testing)</b></p>	<ul style="list-style-type: none"> <li>• CCSP</li> <li>• DoP</li> </ul>	<ol style="list-style-type: none"> <li>1. The solution should demonstrate compliance with security requirements as mentioned in the RFP including but not limited to security controls mentioned in the application.</li> <li>2. The solution shall pass vulnerability and penetration testing for the rollout of each phase. The solution should pass web application security testing for the application.</li> <li>3. The CCSP should carry out security and vulnerability testing on the developed solution.</li> <li>4. Security testing is to be carried out in the same environment/architecture that would be set up for production.</li> <li>5. Security test reports and test cases should be shared with the DoP.</li> <li>6. Testing tools are to be provided by the CCSP.</li> <li>7. During the O&amp;M phase, vulnerability and penetration testing is to be conducted every year.</li> <li>8. The DoP to provide testing acceptance/signoff</li> </ol>
<p><b>User Acceptance Testing of the System</b></p>	<ul style="list-style-type: none"> <li>• DoP</li> </ul>	<ol style="list-style-type: none"> <li>1. The DoP is to sign off based on testing conducted by a shortlisted independent testing agency.</li> <li>2. The independent testing agency shall prepare User Acceptance Testing test scenarios and test cases which will be signed off by DoP.</li> <li>3. UAT is to be carried out in the same environment/architecture that would be set up for production.</li> <li>4. The CCSP should fix bugs and issues raised during UAT and get approval on the fixes from the DoP/third-party agency before the production deployment.</li> <li>5. Changes in the application as an outcome of UAT shall not be considered Change Requests. The CCSP must rectify the observations.</li> <li>6. The DoP is to provide UAT sign-off to move to the next stage.</li> <li>7. The following types of testing need to be conducted before sign-off:             <ol style="list-style-type: none"> <li>a. <b>Functionality Testing:</b></li> </ol> </li> </ol>

		<ul style="list-style-type: none"> <li>i. <b>System Integration:</b> Verify that the contact center integrates seamlessly with existing systems (e.g., CCSP's ticketing tool, DoP's CRM, etc.).</li> <li>ii. <b>Feature Validation:</b> Test all features (e.g., call routing, IVR, call recording, reporting) to ensure they function as intended.</li> <li>iii. <b>Third-Party Integration:</b> Confirm integration with third-party services (e.g., Bhashini for language support) is working correctly.</li> </ul> <p>b. <b>Performance Testing:</b></p> <ul style="list-style-type: none"> <li>i. <b>Load Testing:</b> Assess system performance under expected and peak call volumes.</li> <li>ii. <b>Stress Testing:</b> Determine system robustness and failure points under extreme conditions.</li> <li>iii. <b>Response Times:</b> Measure response times for system actions (e.g., call routing speed, database queries).</li> </ul> <p>c. <b>Usability Testing</b></p> <ul style="list-style-type: none"> <li>i. <b>Agent Interface:</b> Ensure the agent interface is user-friendly and efficient for call handling.</li> <li>ii. <b>Ease of Navigation:</b> Test the ease of navigating through the system for typical contact centre operations.</li> <li>iii. <b>Training Material Review:</b> Validate the effectiveness of training materials and resources.</li> </ul> <p>d. <b>Compliance and Security Testing:</b></p>
--	--	--

		<ul style="list-style-type: none"> <li>i. <b>Data Security:</b> Verify compliance with data protection regulations (e.g., GDPR, local privacy laws).</li> <li>ii. <b>Access Controls:</b> Test user access levels and authentication mechanisms.</li> <li>iii. <b>Audit Trail:</b> Ensure all transactions are correctly logged for audit purposes.</li> </ul> <p><b>e. Operational Readiness Testing:</b></p> <ul style="list-style-type: none"> <li>i. <b>Standard Operating Procedures (SOPs):</b> Test adherence to SOPs in various scenarios.</li> <li>ii. <b>Disaster Recovery and Backup:</b> Validate the effectiveness of disaster recovery plans and backup systems.</li> <li>iii. <b>Escalation Procedures:</b> Test the efficiency and accuracy of ticket escalation processes.</li> </ul> <p><b>f. Customer Experience Testing:</b></p> <ul style="list-style-type: none"> <li>i. <b>IVR System and Call Flow:</b> Ensure IVR menus are clear and call flows work as intended.</li> <li>ii. <b>Customer Interaction Scenarios:</b> Simulate various customer calls to test the overall experience.</li> <li>iii. <b>Feedback Mechanism:</b> Include mechanisms for test users to provide feedback on their experience.</li> </ul> <p><b>g. Reporting and Analytics:</b></p> <ul style="list-style-type: none"> <li>i. <b>Report Generation:</b> Test the generation and accuracy of</li> </ul>
--	--	---

		<p>reports (e.g., call logs, performance metrics).</p> <p>ii. <b>Real-Time Analytics:</b> Validate the functionality of real-time analytics tools, if applicable.</p>
--	--	---

Note:

1. The CCSP needs to provide the details of the testing strategy and approach including details of the intended tools/environment to be used by the CCSP for testing in its technical proposal.
2. The CCSP shall work in a manner to satisfy all the testing requirements and adhere to the testing strategy outlined. The CCSP must ensure the deployment of necessary resources and tools during the testing phases. The CCSP shall perform the testing of the solution based on the approved test plan, document the results, and fix the bugs found during the testing. It is the responsibility of the CCSP to ensure that the product delivered by the CCSP meets all the requirements specified in the RFP. The CCSP shall take remedial action based on the outcome of the tests.
3. The CCSP shall arrange for environments and tools for testing as envisaged. Post-Go-Live; The production environment should not be used for testing and training purposes. If any production data is used for testing, it should be masked and it should be protected. Detailed processes in this regard including security requirements should be provided by the CCSP in its technical proposal. The process will be finalized with the CCSP.
4. The cost of rectification of non-compliance shall be borne by the CCSP.

## 5. Service Level Agreement (SLA)

Service Level Agreement (SLA) shall become part of the contract between DoP and the CCSP. SLA defines the terms of the CCSP's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The CCSP must comply with Service Level Requirements to ensure adherence to project timelines, quality, and availability of services.

### 5.1 Review of Service Level Requirements (SLR)

1. After Go-Live, if it is envisaged that there could be changes to the SLR, in terms of measurement methodology/logic/criteria, addition, alteration or deletion of certain parameters, it would be based on mutual consent of both the parties, i.e., DoP and CCSP.
2. DoP and CCSP shall each ensure that the range of the Services under the SLA shall not be varied, reduced, or increased except by the prior written agreement of DoP and CCSP as per the Change Control Schedule.

### 5.2 Service Level – Definition

1. **“Service Level Requirement” (SLR)** means the target for a given attribute of a service that can be expressed quantitatively or qualitatively.
2. **“SLAs”** mean documented agreements between the CCSP and the Department that identify services and service level requirements (SLRs).
3. **“Incident”** refers to any event/issue that affects the normal functioning of the services.
4. **“Response time”** is the time interval between a service customer-initiated event (e.g., logging of the request) and a CCSP-initiated event in response to that stimulus.
5. **“Resolution Time”** shall mean the time taken in resolving (diagnosing, troubleshooting, and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the severity of the incident reported at the help desk.
6. **“Scheduled Maintenance Time”** shall mean the time that the System is not in service due to a scheduled activity. Scheduled maintenance time is **planned downtime with the prior permission** of the Department, during non-business hours.
7. **“Scheduled operation time”** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time.
8. **“Downtime”** shall mean the time for which the specific services or facilities are not available to DoP and excluding the scheduled outages planned and approved by DoP.
9. **“Availability”** means the time for which the Contact Centre is available for conducting operations on the Department system.

Availability is defined as:

DoP IT 2.0 – RFP for Selection of Contact Centre Service Provider (CCSP) - Vol 1 - Scope of Work  
{(Scheduled Operation Time – System Downtime) / (Scheduled Operation Time)} \* 100%

10. **24\*7** means three shifts of 8 hours every day. This is applicable for all seven days of the week.

11. Contact Centre services are to be provided as per the service window defined in this RFP.

## 5.3 Interpretation & General Instructions

1. A **Service Level violation** will occur if the CCSP fails to meet Minimum Service Levels
2. **Root Cause Analysis** to be prepared for all events reported without which the incident shall not be treated as closed.
3. The SLA parameters shall be monitored by the CCSP as per the individual SLA parameter requirements. In case the service levels cannot be achieved at the service levels defined in the tables below, it shall result in a breach of contract and shall invoke the penalties.
4. **SLA targets and compliance shall be calculated quarterly**. The applicable penalties shall be levied for any SLA violation quarterly.
5. Three categories of penalties will be applicable:
  - a. Deployment delay for Project Team, integration of Contact Centre solution, Contact Centre infrastructure and trained manpower to achieve go-live milestone.
  - b. Performance & Operation Service levels post-go-live
  - c. Audit Compliance and reporting related.

## 5.4 SLA Applicability

To stabilize the system and operations on the field post-Go-live, the SLA holiday of the first quarter shall be provided to the System integrator and SLA-related deductions/penalties will be applicable from the second quarter onwards. However, the CCSP will be responsible for submitting the SLA reports on a timely basis for the first quarter of operations.

## 5.5 Planned Downtime

Any planned application/server downtime would not be included in the calculation of application /server availability. However, the CCSP should take at least 07 days before approval from DoP in writing for the planned outage, which should not be for more than the agreed timelines and limited to max. 2 outages in a year.

## 5.6 Service Level Requirements & Targets

### 5.6.1 Deployment Service Levels

#### Delay in Go-Live



Milestone	Target	Measure	Liquidated Damages (LD)
<b>Go Live</b>	In all the 2 regions within 16 weeks of issuing of PO/LoA/LoI	Delay in the number of weeks beyond 16 weeks	A Liquidated Damages (LD) @ 2% of the Total Contract Value (TCV), for each week of delay, subject to a maximum of 10% of the Total Contract Value (TCV), being the overall cap for penalties.

### Supply of Manpower (CSAs)

*Note: This SLA for the supply of technical Resources (CSAs) is applicable over and above the SLAs mentioned in the post-go-live SLA table and is calculated every quarter.*

<b>Definition</b>	The CCSP is required to propose the CVs of the required technical Resources (as mentioned in the RFP). Such resources must be available to DoP as mentioned in the RFP and perform to the expected levels. The current SLA breach shall specify the penalty amount for the non-availability of this Resource.
<b>Service Level Requirement</b>	Availability of the required Resource should be 100% in the reporting period
<b>Measurement of Service Level Parameter</b>	<p>The following instances would be considered SLA non-compliance:</p> <ul style="list-style-type: none"> <li>Frequent replacement of a profile by the CCSP (only one replacement per profile would be permitted per year*)</li> <li>Non-deployment of the profile for more than 1 month.</li> </ul> <p>Note: Replacement due to reasons not in the control of the CCSP (like the resignation/exit of the resource, accident, etc.) would not be counted in the permissible 1 replacement.</p> <p>DoP reserves the right to ask the CCSP to replace the profile if the performance/commitment is not up to the mark.</p>
<b>Penalty for nonachievement of SLA Requirement</b>	<ul style="list-style-type: none"> <li>For every above-mentioned SLA non-compliance reported and proved, there shall be a penalty of 1% of the current quarter's O&amp;M charges per instance.</li> </ul> <p>(Each resource that is replaced, will count as one instance, resulting in a penalty of 1% of the current quarter's O&amp;M charges.)</p> <ul style="list-style-type: none"> <li>In the case of operational resources deployed by the CCSP, for all non-reported days of such resources, a penalty equal to 1% of the current quarter's O&amp;M</li> </ul>

	charges would be applicable. The quarterly payment shall be made after adjusting this penalty.
--	--

### 5.6.2 Performance Service Levels

#	Service Objective	Level Target	Measure	Penalty as indicated below
1.	System Availability	Availability for all the services $\geq 99.9\%$	$\geq 99.9\%$	No Penalty
			$< 99.9\%$ to $\geq 95.0\%$	1% of the current quarter's O&M charges for each 0.1% below SLA
			In case the availability falls below 95%	DoP will have the right to terminate the contract.
2.	Ticket logging time	For all the calls received at the toll-free line, a corresponding ticket must be logged in the CCSP's ticketing tool within 3 minutes of the call being received.	Logging time $\leq 3$ minutes.	No penalty
			Logging time $> 3$ minutes.	0.1% of the current quarter's O&M charges for each such ticket logged with a delay.
3.	Target SLA for Ticket resolution at L1 Level  (Timeline will be calculated from the date of go-live.	The CCSP must meet the required targets for ticket resolution at the L1 level, as per the below criteria: <ul style="list-style-type: none"> <li>50% of the tickets logged during Year 1</li> </ul>	Meeting the SLA target for the particular year	No penalty
			For every 1% drop in the SLA for the particular year	1% penalty calculated on the current

	Example: Year 1 will be from go-live to the next 52 weeks, and so on)	<ul style="list-style-type: none"> <li>60% of the tickets logged during Year 2</li> <li>70% of the tickets logged during Year 3</li> <li>80% of the tickets logged during Year 4</li> <li>80% of the tickets logged during Year 5</li> <li>80% of the tickets logged during Year 6</li> <li>80% of the tickets logged during Year 7</li> </ul>		quarter's O&M charges
			For every 1% more tickets resolved at the L1 level than the SLA for the year, a bonus will be paid to the CCSP along with the current quarter's O&M charges	0.1% of the current month's O&M charges for every 1% more tickets resolved than the target for the year.
4.	L1 Support Resolution / Escalation time	All L1 support tickets must be resolved within 15 minutes of ticket logging, or if the resolution is not possible, suitably escalated to L2/L3 levels by passing the ticket to DoP's Service Manager (called the DoP's CRM tool)	L1 ticket resolution/escalation time <= 15 minutes	No Penalty
			L1 ticket resolution/escalation time > 15 minutes	0.5% of the current quarter's O&M charges
5.	Call Abandonment Rate  <i>(Calculated as the number of calls abandoned per 100 calls received)</i>	Allowed call abandon is 2%	< 2%	No Penalty
			>= 2% to < 5%	0.5% of the current quarter's O&M charges
			>=5%	DoP has the right to terminate the contract
6.	Average Call Handling Time  <i>(Call handling is defined as the time lapse before a CSA responds to a call that</i>	All calls are handled within 30 Seconds, or transferred directly to a CSA after 30 seconds of waiting time for the caller.	< 30 Seconds	No Penalty
			> 30 Seconds to > = 60 Seconds	1% of the current quarter's O&M charges
			>60 Seconds	2% of the current

	<i>is redirected from the IVR towards the CSA)</i>			quarter's O&M charges
7.	Interaction Quality / Customer Satisfaction  <i>(based on customer feedback/survey after every call)</i>	Calculated based on the ratings given by the caller's post-completion of the call and resolution at L1 level by the CCSP. The feature needs to be present in the solution supplied by the CCSP.  Note: In cases where the ticket was escalated to L2/L3 support (by passing them to DoP's CRM tool), the feedback SLA will not apply to the CCSP.	>= 90%	No Penalty
			<90% to >=80%	0.2% of the current quarter's O&M charges
			<80% to >=70%	0.5% of the current quarter's O&M charges
			< 70%	0.7% of the current quarter's O&M charges
8.	Submission of reports on time	Monthly	On-time (whenever the report is due)	No Penalty
			0-2 hours delay	0.5% of the current quarter's O&M charges
			Beyond 2 hours delay	0.7% of the current quarter's O&M charges

### 5.6.3 Security Breach

This SLA for Security Breach is applicable over and above the SLAs mentioned in the above table.

<b>Definition</b>	Security of the report /data and the overall system is quite important, and the CCSP shall be required to ensure no compromise is made on the same. Security Breach types considered for this SLA are–  <ul style="list-style-type: none"> <li>Availability of any report /data to any other user than those authorized by the DoP, and provided passwords</li> </ul>
<b>Service Requirement Level</b>	<b>Security compliance of the system should be 100%</b>

<b>Measurement Service Parameter of Level</b>	Any reported security breach shall be considered a security breach
<b>Penalty for the non-achievement of SLA Requirement</b>	For every security breach reported and proved, there shall be a penalty of 5% of the current quarter's O&M cost.

#### 5.6.4 Periodic Audit, & Compliance Service Levels

CCSP shall meet the below stated Audit and compliance service levels.

SLR Applicable to	SLR	Definition & Target	Penalty
<b>Contact Centre Solution, and Deployed people</b>	Compliance for ISO 20000 & ISO 27001 certification within 16 weeks of Go-Live.	DoP or its authorized agencies would <b>audit a randomly</b> selected component or service. The CCSP is expected to abide by the specifications of this RFP and should be able to produce all the records at the time of such audit.	1% of the current quarter's O&M charges for any non-compliance or missing record in the randomly selected sample whichever is applicable.
	Rectification of the Omissions/Non-compliance identified by DoP or its Auditor.	Rectification of the Omissions/Non-compliance (as found in the above SLR) within four weeks or timelines prescribed by the audit report.	2% of current quarter's O&M charges for every non-compliance.

**Note-**

- The maximum penalty shall be capped at a maximum of 25% of the current quarter's O&M charges.

### 5.6.5 Measurement and Monitoring

1. The Service Level Requirements shall be monitored every month as per the individual definition and target.
2. All reports must be generated automatically from the relevant system and auto-transmitted to DoP.
3. The full set of service-level reports should be available to the CCSP monthly or based on the project requirements.
4. In case of default on any of the service level metrics, the CCSP shall submit a performance improvement plan along with the root cause analysis for DoP's approval.

## 6. Annexures

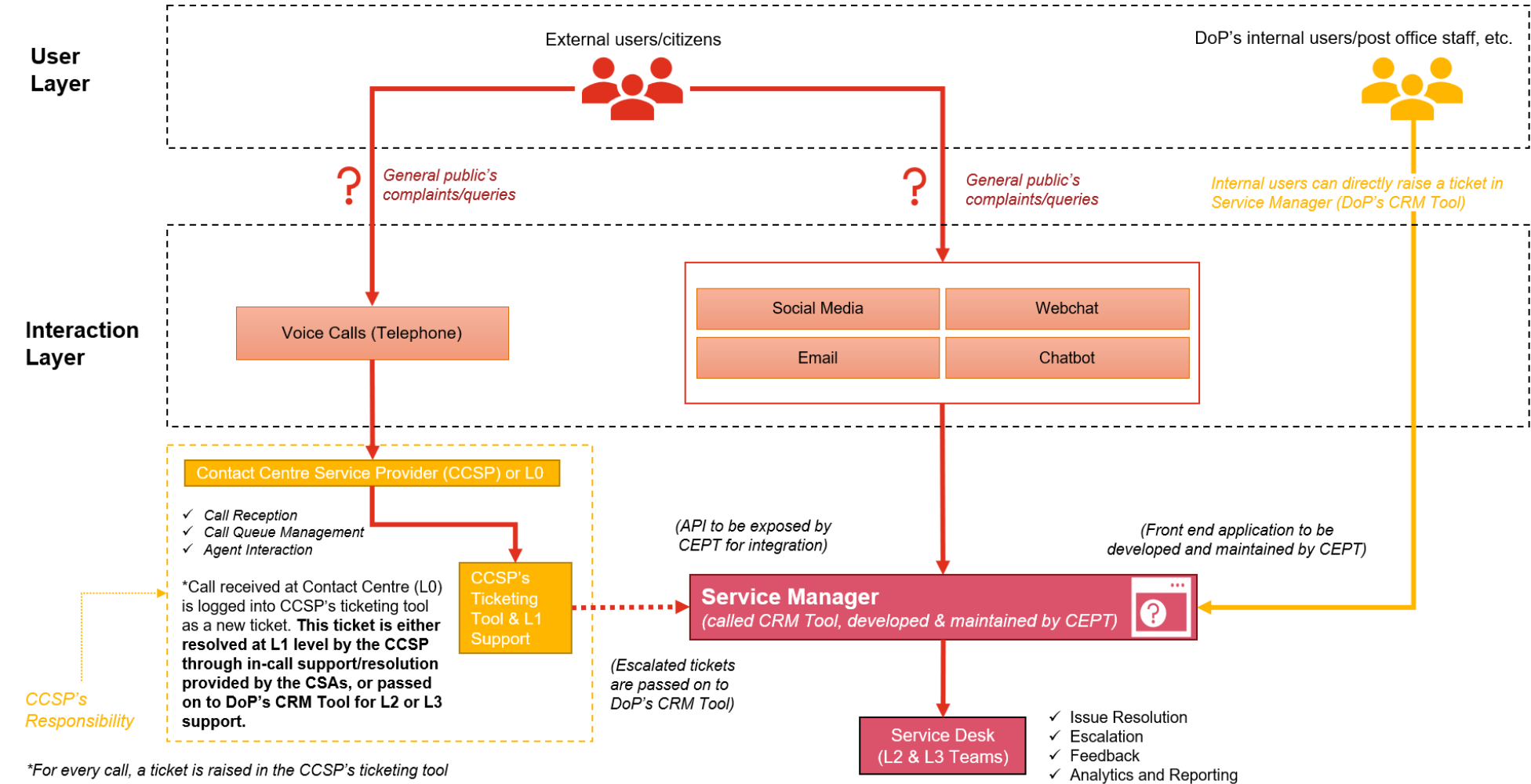
### 6.1 Annexure 1 - Languages supported by the Contact Centre

The CCSP needs to provide support in the following languages:

1. English
2. Hindi
3. Oriya
4. Bengali
5. Gujarati
6. Assamese
7. Tamil
8. Telugu
9. Kannada
10. Malayalam
11. Marathi
12. Punjabi
13. Konkani

## 6.2 Annexure 2 – An illustration of Call/Complaint/Query workflow

### Call/Complaint/Query Structure/Workflow





## 6.3 Annexure 3 – Responsibility Matrix

### Responsibility Matrix

Particular	CCSP	Department of Posts
Contact Center Location & Space	✓	
Manpower for operating/administering the Contact Centre (L0)	✓	
Manpower for CCSP's Service Desk (L1)	✓	
All IT Infrastructure required for the operations by the Agents (L0 & L1 )	✓	
Network connectivity between the Contact Center and DoP Data Center	✓	
Sitting arrangement & all Amenities required for operation (L0 & L1)	✓	
Recurring costs such as Power, Connectivity, and other operational expenses	✓	
Charges for the Toll-free number, costs related to the AI bots	✓	
Initial training to the Customer Service Agents (CSAs) on the DoP processes & knowledge transfer		✓
Recurring trainings and updates to existing content	✓	
Regular information on the latest developments and training sessions for knowledge transfers as and when deemed necessary for the Executives	✓	✓
DoP' Service Manager Tool (which is called the CRM tool by DoP and CEPT)		✓
Interactive Voice Response System (IVRS) / Automatic Call Distributor (ACD) / Call Centre CRM Tool	✓	
Chat System / Chatbot / Toll Free Number		✓
Integration with DoP's CRM Tool	✓	✓
Email IDs for receiving the requests and sending the responses		✓

## 6.4 Annexure 4 - Inbound Call & Complaint Count

Date	Call Entered	Call Answered	Answered%	Abandoned	Complaints
1-Jul-23	8744	8670	99.15	74	583
3-Jul-23	9328	9235	99.00	93	482
4-Jul-23	9138	9080	99.37	58	549
5-Jul-23	8950	8886	99.28	64	533
6-Jul-23	8443	8399	99.48	44	438
7-Jul-23	8794	8735	99.33	59	513
8-Jul-23	8133	8101	99.61	32	448
10-Jul-23	9486	9389	98.98	97	508
11-Jul-23	9500	9364	98.57	136	496
12-Jul-23	9147	9074	99.20	73	494
13-Jul-23	8844	8774	99.21	70	484
14-Jul-23	7511	7490	99.72	21	437
15-Jul-23	7626	7600	99.66	26	409
17-Jul-23	9774	9719	99.44	55	495
18-Jul-23	9611	9573	99.60	38	465
19-Jul-23	9105	8973	98.55	132	381
20-Jul-23	9773	9642	98.66	131	502
21-Jul-23	9474	9406	99.28	68	445
22-Jul-23	8853	8767	99.03	86	533
24-Jul-23	10520	10449	99.33	71	284
25-Jul-23	10346	10232	98.90	114	470
26-Jul-23	9640	9565	99.22	75	537
27-Jul-23	9077	9019	99.36	58	568
28-Jul-23	9680	9605	99.23	75	430
31-Jul-23	10591	10496	99.10	95	593

## 6.5 Annexure 5 - IVR Efficiency Report

Date	Calls Entered in IVR	Calls Completed Successfully in IVR	Calls Distributed to ACD	% Of Calls Distributed to ACD
1-Sep-22	22201	22086	8071	36.35
2-Sep-22	20835	20708	7882	37.83
3-Sep-22	19554	19430	7574	38.73
4-Sep-22	8206	8206	0	0
5-Sep-22	22297	22161	8762	39.3
6-Sep-22	21482	21369	8397	39.09
7-Sep-22	20624	20508	7863	38.13
8-Sep-22	20248	20137	7586	37.47
9-Sep-22	19272	19160	7211	37.42
10-Sep-22	18268	18158	6803	37.24
11-Sep-22	8606	8606	0	0
12-Sep-22	22636	22524	8773	38.76
13-Sep-22	22784	22658	8751	38.41
14-Sep-22	21766	21626	8034	36.91
15-Sep-22	20936	20829	7827	37.39
16-Sep-22	20109	19996	7447	37.03
17-Sep-22	18819	18714	7029	37.35
18-Sep-22	7933	7933	0	0
19-Sep-22	22891	22764	8911	38.93
20-Sep-22	22502	22360	8773	38.99
21-Sep-22	23368	23219	9119	39.02
22-Sep-22	22654	22529	8963	39.56
23-Sep-22	22298	22148	8943	40.11
24-Sep-22	26863	26708	7756	28.87
25-Sep-22	10404	10404	0	0
26-Sep-22	23368	23207	9409	40.26
27-Sep-22	23690	23561	9200	38.83
28-Sep-22	23407	23305	9036	38.6
29-Sep-22	22069	21970	8533	38.67
30-Sep-22	17661	17551	6258	35.43
<b>Grand Total</b>	<b>597751</b>	<b>594535</b>	<b>212911</b>	<b>35.62</b>



# **Request for Proposal**

**for**

**Selection of Contact Centre Service Provider**

## **Volume 2 – Instruction to Bidders**

(Tender ID: GEM/2024/B/4894597)

**Department of Posts**

Ministry of Communications

Government of India

May 2024

## Table of Contents

<b>1</b>	<b>Fact Sheet</b> .....	<b>3</b>
<b>2</b>	<b>Key activities in the Bidding Process</b> .....	<b>5</b>
<b>3</b>	<b>Background Information</b> .....	<b>6</b>
<b>4</b>	<b>Instructions to Bidders</b> .....	<b>7</b>
4.1	Introduction.....	7
4.2	Annexure to RFP .....	7
4.3	Purpose.....	7
4.4	Completeness of Response.....	7
4.5	Eligible Bidders.....	8
4.6	Consortium .....	8
4.7	Sub-Contracting.....	8
4.8	RFP Document Fees .....	8
4.9	Bid Preparation Costs .....	8
4.10	Earnest Money Deposit (EMD).....	9
4.11	Code of Integrity .....	10
4.12	Pre-Bid Meeting & Clarifications.....	12
4.12.1	Pre-bid Conference .....	12
4.12.2	Response to the Pre-Bid Queries & Corrigendum .....	12
4.13	Conflict of Interest .....	12
4.14	Amendment of the RFP .....	13
4.15	Complaints.....	14
4.16	Submission of Bids .....	14
4.16.1	Format of Submission .....	14
4.16.2	Authorized Signatory .....	15
4.16.3	Documents comprising the bids .....	15
4.17	Language of Bid & Contract.....	16
4.18	Deviations, Exclusions and Assumptions.....	16
4.19	Late Bids, Delayed Bids and Post Bid Offers .....	16
4.20	Modification and Withdrawal of Bids .....	16
4.21	Fraudulent and Corrupt Practice .....	17
4.22	Period of Validity of Bids .....	17
4.23	Right to the content of the Bids/Proposals.....	17

<b>4.24</b>	<b>Right to terminate</b> .....	<b>18</b>
<b>4.25</b>	<b>Right to accept/reject any or all Bids</b> .....	<b>18</b>
<b>4.26</b>	<b>Procurement through Local Suppliers (Make in India)</b> .....	<b>20</b>
<b>4.27</b>	<b>Bid Opening and Evaluation Process</b> .....	<b>20</b>
<b>4.27.1</b>	<b>Bid Opening Process</b> .....	<b>20</b>
<b>4.27.2</b>	<b>Preliminary Examination of Bids</b> .....	<b>20</b>
<b>4.27.3</b>	<b>Clarification on Bids</b> .....	<b>21</b>
<b>4.27.4</b>	<b>Evaluation Process</b> .....	<b>21</b>
<b>4.27.5</b>	<b>Evaluation of Technical Bids</b> .....	<b>21</b>
<b>4.27.6</b>	<b>Evaluation of Commercial Bids</b> .....	<b>22</b>
<b>4.28</b>	<b>Key Considerations</b> .....	<b>23</b>
<b>4.29</b>	<b>Award of Contract</b> .....	<b>24</b>
<b>4.29.1</b>	<b>Award Criteria</b> .....	<b>24</b>
<b>4.29.2</b>	<b>Letter of Award</b> .....	<b>24</b>
<b>4.30</b>	<b>Signing of Contract</b> .....	<b>24</b>
<b>4.31</b>	<b>Performance Bank Guarantee (PBG)</b> .....	<b>25</b>
<b>4.32</b>	<b>Failure to Agree with the Terms &amp; Conditions of the RFP</b> .....	<b>26</b>
<b>4.33</b>	<b>Confidentiality by DoP</b> .....	<b>26</b>
<b>4.34</b>	<b>Bidder from a Country Bordering India</b> .....	<b>27</b>
<b>4.35</b>	<b>Relaxation for Start-ups regarding EMD</b> .....	<b>29</b>
<b>5</b>	<b>Eligibility Criteria</b> .....	<b>29</b>
<b>5.1.</b>	<b>Pre-Qualification Criteria</b> .....	<b>29</b>
<b>5.2.</b>	<b>Minimum Eligibility Criteria</b> .....	<b>29</b>
<b>5.3.</b>	<b>Technical Evaluation Criteria</b> .....	<b>33</b>
<b>5.4.</b>	<b>Financial Bid (Online Submission)</b> .....	<b>35</b>
<b>5.5.</b>	<b>Bidding Process</b> .....	<b>35</b>
<b>6.</b>	<b>Annexures</b> .....	<b>37</b>
<b>6.1</b>	<b>Annexure 1 – Template for Pre-Bid Queries</b> .....	<b>37</b>
<b>6.2</b>	<b>Annexure 2 – Formats for Technical Bid &amp; Instructions</b> .....	<b>37</b>
<b>6.2.1</b>	<b>Technical Bid Covering Letter</b> .....	<b>38</b>
<b>6.2.2</b>	<b>Check List for Technical Bid – Envelope I</b> .....	<b>40</b>
<b>6.2.3</b>	<b>No Deviation Certificate</b> .....	<b>42</b>
<b>6.2.4</b>	<b>Profile of the Bidding Firm</b> .....	<b>43</b>
<b>6.2.5</b>	<b>Turnover Certificate</b> .....	<b>44</b>

<b>6.2.6</b>	<b>Self-Declaration for Local Supplier</b> .....	45
<b>6.2.7</b>	<b>Previous Experience in providing Contact Centre Service</b> .....	46
<b>6.2.8</b>	<b>Self-Declaration for Legal Investigation</b> .....	47
<b>6.2.9</b>	<b>Self-Declaration for Locations of Contact Centre</b> .....	48
<b>6.2.10</b>	<b>Self-Certificate for Non-Blacklisting Clause</b> .....	49
<b>6.2.11</b>	<b>Self-Declaration for Languages Support</b> .....	50
<b>6.2.12</b>	<b>Self-Declaration for Number of Seats in a Single Location</b> .....	51
<b>6.2.13</b>	<b>Self-Declaration for Financial Institution</b> .....	52
<b>6.2.14</b>	<b>Self-Declaration for Government Clients</b> .....	53
<b>6.2.15</b>	<b>Technical Proposal</b> .....	54
<b>6.2.16</b>	<b>Power of Attorney executed in favour of the Authorized signatory of the Bidder</b> .....	56
<b>6.2.17</b>	<b>Integrity Pact</b> .....	58
<b>6.2.18</b>	<b>Undertaking of Terms and Conditions</b> .....	64
<b>6.2.19</b>	<b>Confidentiality and Non-Disclosure Agreement</b> .....	66
<b>6.2.20</b>	<b>Proforma for Individual Non-Disclosure Agreement</b> .....	76
<b>6.2.21</b>	<b>Conflict of Interest</b> .....	78
<b>6.2.22</b>	<b>Self-Declaration by OEM / Supplier / Sub-Contractor w.r.t Insertion of Rule 144 (xi) in GFRs 2017</b> .....	79
<b>6.2.23</b>	<b>Disclosure of Court Cases</b> .....	81
<b>6.2.24</b>	<b>Proforma for Bank Guarantee for Earnest Money Deposit</b> .....	83
<b>6.2.25</b>	<b>Proforma for Performance Bank Guarantee</b> .....	85
<b>6.2.26</b>	<b>Technical Presentation</b> .....	93
<b>6.2.27</b>	<b>Self-Declaration Format</b> .....	95
<b>6.1</b>	<b>Annexure 3 – Formats for Commercial Bid</b> .....	97



## 1 Fact Sheet

<b>Proposal Inviting Authority</b>	<b>Technology Division, Dak Bhawan, Sansad Marg, New Delhi – 110001 (“Purchaser”)</b>
<b>Name of Project Work</b>	Request for Proposal (RFP) for Selection of Contact Centre Service Provider (CCSP)
<b>RFP Reference No.</b>	GEM/2024/B/4894597
<b>Place of availability of Documents (RFP)</b>	<a href="http://www.gem.gov.in">www.gem.gov.in</a> / DOP website
<b>Place of submission of Bids</b>	<a href="http://www.gem.gov.in">www.gem.gov.in</a>
<b>RFP Category</b>	Services
<b>Type/Form of Contract</b>	Services
<b>Re-bid submission allowed by the Bidder</b>	Yes (on or before the last date and time of bid submission)
<b>Is Offline submission allowed?</b>	No
<b>Withdrawal Allowed (Yes/No)</b>	Yes (on or before the last date and time of bid submission)
<b>Is multi- currency Allowed?</b>	No (Only Indian Rupees)
<b>Date and Time of release of RFP</b>	01/05/2024.
<b>Bid Validity days</b>	180 days
<b>Location</b>	As per RFP
<b>Language</b>	Proposals should be submitted in English only
<b>Cost of RFP Document</b>	Nil
<b>EMD</b>	INR 2,20,00,000/- (Two Crore Twenty Lakh Rupees)
<b>E-mail Address to send Pre-bid Queries</b>	technologydivision@indiapost.gov.in All the queries should be received on or before 7 <sup>th</sup> May 2024, 5:00pm

<b>Nature of Bid Process</b>	Bidding in two Covers. Envelope / Cover – I: Technical Bid Envelope / Cover – II: Commercial Bid
<b>Method of Selection</b>	L1 (Lowest-1) Bid
<b>Last Date and Time for submission of Pre-Bid queries</b>	07/05/2024 at 17: 00 hrs
<b>Date of Pre-bid Meeting</b>	09/05/2024 at 11: 00 hrs
<b>Place of Pre-bid meeting</b>	Online
<b>Last date and time for Submission of Bids</b>	22/05/2024 at 15: 00 hrs
<b>Opening of Eligibility Criteria</b>	22/05/2024 at 17: 00 hrs
<b>Opening of Technical Bids</b>	22/05/2024 at 17: 00 hrs
<b>Opening of Commercial Bids</b>	To be informed later
<b>Name and Address of correspondence</b>	Shri Manoj Pragada, ADG (Technology) Technology Division, Dak Bhawan, Sansad Marg, New Delhi – 110001 Email: technologydivision@indiapost.gov.in
<b>Consortium</b>	Consortium not allowed
<b>Subcontracting</b>	Subcontracting not allowed

## 2 Key activities in the Bidding Process

The bidding process for this Request for Proposal will include the following steps:

- a. Publication of the RFP notice and issue of RFP documents with all the formats, requirements, specifications, terms and conditions etc.
- b. Bidders will have to register for a Pre-bid conference / send queries on the bid documents/ future communication. Online / web-based meetings shall be the preferred communication medium for any interaction unless otherwise planned. However, the interested Bidders shall have to register. The process of registration is detailed in “Section 4.12: Pre-Bid Meeting & Clarifications”.
- c. Bidders shall share the queries and requests for clarifications (RFC) on the RFP document and specifications to the specified email address in the Fact sheet.
- d. DoP shall arrange a Pre-bid conference to clarify the queries from the registered Bidders.
- e. Circulation of the answers to queries, clarifications, or corrigendum, if any, on the RFP documents and the specifications shall be shared with all the registered Bidders and publication shall be done on the e-procurement / GeM website.
- f. Bidder shall submit their proposal including Technical and Commercial proposal online and before the stipulated date and time.
- g. DoP shall evaluate the technical proposal as per the criterion provided in the RFP.
- h. The commercial shall be opened only for technically qualified Bidders.
- i. Finalization of the contract with CCSP will be based on the L1 (Lowest-1) bid selection process, followed by the award of the contract.

### 3 Background Information

- a. DoP invites responses to this Request for Proposals (“RFP”) from reputed Contact Centre Service Providers (“Bidders”) for the provision of Contact Centre Service as described in Volume 1 of this RFP, “Scope of Work”.
- b. Any contract that may result from this Government procurement competition will be issued for a term of 6 years and 4 months, extendable by 1+1 years. (“the Term”).
- c. Proposals must be received not later than the time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

## 4 Instructions to Bidders

### 4.1 Introduction

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of the bid by the Bidder has been done after their careful study and examination of the RFP document with a full understanding of its implications. For e-filing of the RFP response, a copy of the RFP along with a copy of the corrigendum and clarifications (if any) issued by DoP should be uploaded and that shall be considered digitally signed and accepted by the Bidder.

### 4.2 Annexure to RFP

The Annexures comprise supplementary information, which DoP wishes to provide to the bidder regarding forms and templates that bidders need to fill and submit.

### 4.3 Purpose

1. The purpose of this RFP is to invite reputed firms to submit their technical proposals and Commercial offers for the “Contact Centre Service Provider” (“CCSP”). This document provides information to enable the Bidders to understand the broad requirements to submit their ‘Bids’. The detailed scope of work is provided in Volume 1 of this RFP. Proposals are to be submitted as per the enclosed format only along with certificates, brochures and other documents asked for in the RFP document.
2. All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting project following this process with the successful Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The Successful Bidder shall furnish a Non-Disclosure Agreement (NDA) as per the format provided in Annexure 2 section 6.2.20 of the RFP.

### 4.4 Completeness of Response

The Interested Bidders are requested to fully understand the terms and conditions mentioned in the RFP, and assignment, assess the scope and extent of the work to be carried out as part of this tender and the local conditions without any ambiguity before submitting the Proposal by paying a visit to the Project site, sending queries to the DoP, and attending a Pre-Bid Conference on the date and time specified.

Bidders are advised to follow the conditions for the bid submission as mentioned in this RFP.

#### **4.5 Eligible Bidders**

Bids should be submitted by a single Contact Centre Service Provider (CCSP), subcontracting and consortium are not allowed. A CCSP may be defined as an organization that is reputed in the activities related to providing Contact Centre Services and has significant similar experience in providing IT services of the nature mentioned in Volume I of the RFP. The Qualification criteria may be referred to for details. The CCSP must meet all the qualifying criteria.

In case any bidder has undergone corporate restructuring (including merger, demerger, hive-off, slump sale etc.), it may showcase credentials of its erstwhile/current entity, provided sufficient documentary proof is submitted with the proposal to exhibit that such credentials have accrued to / transferred to / are in the name of the bidding entity and the bidding entity is authorized to use such credentials. Notwithstanding the foregoing, credentials of the parent entity, holding entity, subsidiaries or affiliates etc. cannot be used (and shall not be considered) unless such parent entity, holding entity, subsidiaries or affiliates etc. is itself bidding.

The bidders may please note the following:

- a. Either the Indian agent on behalf of the Principal (bidder) or the Principal itself can submit a bid but both cannot bid simultaneously for the same item/product under this RFP.
- b. If an agent is submitting a bid on behalf of the Principal, the same agent cannot submit a bid on behalf of another Principal for the same item/product under this RFP.

#### **4.6 Consortium**

Consortium is not allowed.

#### **4.7 Sub-Contracting**

Sub- Contracting is not allowed.

#### **4.8 RFP Document Fees**

No Cost of the RFP document shall be applicable.

#### **4.9 Bid Preparation Costs**

The Bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation, and submission of the proposal, in providing any

additional information required by DoP to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

DoP shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

This Bid Document does not commit the department to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of the award. All materials submitted by all the bidders shall become the property of DoP and may be returned at its sole discretion.

#### 4.10 Earnest Money Deposit (EMD)

- i. The Successful Bidders shall submit an Earnest Money Deposit (EMD) as bid security in the format provided in Annexure 2 Section 6.2.24 for a fee of an amount of Rs. 2 Crore 20 Lakhs, along with Envelope I technical cum qualification bid documents as mentioned in the Fact Sheet above.
- ii. EMD will be accepted in the form of a Bank guarantee (physical or e-Bank Guarantee) or through online payment (RTGS/NEFT) to the beneficiary account the details of which are mentioned below:

Account No: 31702160955  
Account Name: SENIOR POSTMASTER, SANSAD MARG HO (Receipt A/c)  
IFSC Code: SBIN0000691  
Branch Name: STATE BANK OF INDIA, NEW DELHI MAIN BRANCH,11, PARLIAMENT STREET, NEW DELHI  
Branch Code: 691

- iii. EMD in any other form will not be accepted.
- iv. EMD must remain valid for 45 (Forty-Five) days beyond the final bid validity period. The validity of the EMD will be extended in the event the last date of submission of the Proposal is extended. No interest will be payable by DoP on the EMD.
- v. The EMD is required to protect DoP against the risk of Bidder's conduct which may warrant EMD's forfeiture according to the instances mentioned in clause (x) below.
- vi. EMD shall be exempted for Government bodies/PSU, SSI and MSE organizations (who are exempted from payment of EMD) on the production of the relevant certificate as proof. The exemption clause, however, does not apply when such Bidders participate in the Bid Process with private players.
- vii. EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after the expiry of the final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packet bidding, the EMD of unsuccessful bidders during the first stage i.e., technical evaluation should be returned within 30 days of the declaration of results of the first stage.

- viii. The EMD of the successful Bidder will be returned, without interest, upon submission of the Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
- ix. In case the EMD is not received by the stipulated deadline, then DoP reserves the right to reject the Proposal of the concerned Bidder forthwith and summarily without providing any opportunity for any further correspondence by the concerned Bidder.
- x. The EMD may be forfeited:
  - a. If a Bidder withdraws the proposal or increases the quoted prices after the opening of the Proposal and during the period of the Bid validity period or its extended period, if any.
  - b. If the Bidder has its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
  - c. If the Bidder, having been notified of the acceptance of its bid by DoP during the period of validity of bid: (a) Withdraws its participation from the bid during the period of validity of bid; or (b) Fails or refuses to participate in the subsequent bid process after having been short listed.
  - d. In case of a successful Bidder, if the Bidder fails to sign the Agreement per the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee per the terms and conditions (including timelines for furnishing PBG) of this RFP.
  - e. If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid.
  - f. During the Bid process, if the Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - g. The decision of the DoP regarding the forfeiture of the EMD shall be final and binding on the Bidders and shall not be called upon in question under any circumstances.

#### 4.11 Code of Integrity

No official of DoP or a bidder shall act in contravention of the codes which includes:

##### 4.11.1 Prohibition of:

- a. **“Corrupt Practice”**- Making an offer, solicitation or acceptance of a bribe, reward gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the selection process or to otherwise influence the selection process.
- b. **“Fraudulent practice”**- Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit(s) may be obtained, or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process to secure a contract, or in the execution of the contract.
- c. **“Anti- competitive practice”**- Any collusion bid rigging or anticompetitive arrangement, behaviour or any other practice coming under the purview of the Competition Act,2002, between two or more bidders, with or without the knowledge of DoP that may impair the



- transparency, fairness, and the progress of the selection process or to establish bid prices at artificial, non-competitive levels.
- d. **“Coercive practice”**- Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the selection process or affect the execution of a contract.
  - e. **“Conflict of interest”** – Participation by a bidding firm or any of its affiliates who are either involved in the contract to which this selection process is linked; or if they are part of more than one bid in the selection process; or if their personnel have a relationship or financial or business transactions with any official of DoP who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the DoP with an intent to gain unfair advantage in the Selection Process or for personal gain
  - f. **“Obstructive Practice”** – materially impede DoP’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the DoP’s rights of audit or access to information.

#### **4.11.2 Obligations for Proactive Disclosures:**

- a. DoP, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Selection Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- b. Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of Posts from participation in Selection Processes. Failure to do so shall amount to a violation of the code of integrity.
- c. The Bidder is required to enter into an Integrity Pact with DoP. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of Envelope I technical bid documents as mentioned in the Fact Sheet above, failing which, the Proposal submitted by the concerned Bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in Annexure 2, Section 6.2.17 of Volume II of this RFP.

## 4.12 Pre-Bid Meeting & Clarifications

### 4.12.1 Pre-bid Conference

- a. DoP shall hold an online pre-bid meeting with the prospective Bidders on the Date and time as mentioned in the Fact Sheet. Participants of the Bidder shall have to register themselves before being allowed access to the meeting. For registration for the Prebid meeting, the participants are required to share their Name, email address, designation and company name with the technology division at email [technologydivision@indiapost.gov.in](mailto:technologydivision@indiapost.gov.in) one day before the pre-bid with the subject line of the email as “Registration for Pre-bid for RFP for <Name of the project> <Name of the Bidder>”. DoP may not allow any unregistered email Id or participants.
- b. A prospective Bidder requiring any clarification on the RFP may submit its queries to DoP through email: [technologydivision@indiapost.gov.in](mailto:technologydivision@indiapost.gov.in). Queries must be submitted in the format provided in Annexure 1 with the subject line of the email as “Pre-bid queries against RFP for <Name of the project> <Name of the Bidder>”.
- c. Bidders are requested to ensure that no sensitive information is transmitted to DoP through the pre- bid queries received, in whichever format they may be.
- d. DoP shall not be responsible for ensuring that the Bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by DoP.

### 4.12.2 Response to the Pre-Bid Queries & Corrigendum

- a. The Nodal Officer notified by DoP will endeavour to provide timely responses to all queries. However, DoP makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DoP undertake to answer all the queries that have been posed by the Bidders.
- b. At any time before the last date for receipt of bids, DoP may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on [www.eprocure.gov.in/GeM](http://www.eprocure.gov.in/GeM).
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. To provide prospective Bidders reasonable time for taking the corrigendum into account, DoP may, at its discretion, extend the last date for the receipt of Proposals.

## 4.13 Conflict of Interest

All the participating Bidders will furnish a certifiable explanation regarding the presence of, nonattendance of, or potential for irreconcilable circumstances concerning the Bidder due to earlier, current, or proposed agreements, commitments, or affiliations with DoP. Also, such divulgence will address all likely

components (time for administration conveyance, asset, monetary or other) that would unfavourably affect the capacity of the Bidder to meet the necessities as given in the RFP.

Any party involved in the preparation of this RFP is not allowed to bid.

Bidders should not be engaged in any such business (excluding any work assigned to them by DoP) that has a conflict of interest with the project for which the bids are being submitted. DoP considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of DoP regarding this bidding process; or
6. The bidder participates in more than one bid in this bidding process. Participation in more than one bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm or connectivity services provided by the entity), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid. However, sub-contracted agencies are permitted to participate in more than one bid in this bidding process.
7. The bidder participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Bidder gets associated as Consultant/ Advisor/ Third party independent evaluating agency with any of the agencies taking part in the bid process.

#### **4.14 Amendment of the RFP**

At any time before the deadline for submission of bids, DoP may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment. All the amendments made in the document would be informed to all the participating agencies through mail or published on procurement portals.

The Bidders are advised to visit the website regularly for checking necessary updates. DoP also reserves the right to amend the dates mentioned in this Bid Document for the bid process. It will be assumed that the amendments have been considered by the Bidder in its bid.

To provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, DoP may, at its discretion, extend the last date for the receipt of Bids.

#### **4.15 Complaints**

The bidders have the right to file complaints and reconsideration against any unlawful procedure or decision related to the tender. The complaints can be addressed to Sh. Puneet Bijaraniya, Director (Technology), [directortech@indiapost.gov.in](mailto:directortech@indiapost.gov.in).

#### **4.16 Submission of Bids**

##### **4.16.1 Format of Submission**

- a. The Complete bidding process will be online (e-tendering) in 2 envelope systems.
- b. The envelope I shall comprise Technical Proposal documents.
- c. Envelope II shall comprise Commercial Proposal documents.
- d. Bidding documents can be seen, downloaded and submitted in electronic format on the website. The deadline for submission of the bid is specified in the Fact sheet of this document.
- e. The Bidders are required to submit an Integrity Pact, EMD and Power of Attorney (the only set of documents required to be submitted in hard copy) along with a scanned copy in the online proposal. Bidders must note that they must submit a hard copy of these documents with in three working days of the bid submission's last date.
- f. Technical bids will be opened online on the website. The Details about time, date and place are mentioned in the Fact Sheet of this document.
- g. Bidder should submit information and scanned copies in PDF format in the Bid Document. Bidder should care while scanning the document that they are legible, clear and complete.
- h. DoP may ask Bidder to submit original documents (if asked for) for the submitted scanned copies for verification.
- i. The time and date of opening of Commercial bids will be informed to all technically qualified Bidders.
- j. Bidders should follow all the rules and regulations laid down by the e-tendering portal while preparing and submitting their bids. In case of any issues and clarifications, the Bidders should get in touch with the e-tendering portal Helpdesk for necessary support.

**4.16.2 Authorized Signatory**

The Bidder must produce a copy of the Board Resolution, or a Power of Attorney executed by the Bidder in favour of the duly Authorized Representative, certifying him as an authorized signatory for this RFP. The Copy of the same must be provided in the technical bid.

**4.16.3 Documents comprising the bids**

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

Envelope / Cover Number	Cover Name	Contents of the Cover
I	Technical Proposal for Contact Centre Service Provider (CCSP)	<ul style="list-style-type: none"> <li>• Bid Covering Letter</li> <li>• Profile of the Bidding Firm</li> <li>• Project Experience</li> <li>• Power of Attorney executed in favour of the Authorized signatory of the Bidder</li> <li>• Integrity Pact</li> <li>• Self – Certificate for Non-Blacklisting Clause</li> <li>• No Deviation Certificate</li> <li>• Technical Proposal</li> <li>• Earnest Money Deposit/ Proof of exemption</li> <li>• Conflict of Interest</li> <li>• Disclosure of Court Cases</li> <li>• Non-Disclosure Agreement</li> <li>• Self-Declaration for Rule 144 (xi)</li> <li>• The undertaking of Terms and Conditions</li> <li>• Annual audited financial report</li> <li>• GST/PAN No</li> <li>• Certificate of company /firm registration/incorporation.</li> <li>• Undertakings and certificates mentioned in RFP documents</li> </ul>
II	Commercial Proposal for Contact Centre Service Provider (CCSP)	Commercial Bid as per the format prescribed in Annexure 3

#### **4.17 Language of Bid & Contract**

- a. The Bids prepared by the Bidder including all correspondence and documents relating to the bids exchanged between the bidder and DoP shall be written in the English language.
- b. If any supporting documents submitted are in any language other than English, translation of the same into the English language is to be duly attested by the bidder. For Proposal evaluation, the English translation shall govern.

#### **4.18 Deviations, Exclusions and Assumptions**

Any bid submitted with material deviations, exclusions and assumptions shall be rejected. The bidder shall submit a No Deviation Certificate as per the format mentioned in Technical Bid Annexure 2 section 6.2.3.

#### **4.19 Late Bids, Delayed Bids and Post Bid Offers**

1. Any Bid received by the DoP after the deadline for submission of Proposals prescribed in the RFP or Corrigendum shall not be accepted and will not be considered for any further evaluations.
2. Only online Bids that are submitted as per the prescribed time and format shall be accepted. However, the Bidders are required to submit the Pre-contract Integrity Pact, EMD and Power of Attorney in hard copy (within three working days of the last date of bid submission) along with a scanned copy in the online proposal. Bid submitted by any other means including, email, hardcopy, Fax etc. shall be rejected.

#### **4.20 Modification and Withdrawal of Bids**

1. A bidder can modify and withdraw their Bid before the bid submission date and time. The bid last submitted, by the bidder shall be considered for evaluation.
2. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Fact Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the bidder's EMD.
3. The modifications to the bid shall be prepared, digitally signed, marked, and then uploaded as per the process specified above.

#### **4.21 Fraudulent and Corrupt Practice**

1. Bidders shall observe the highest standard of ethics during the execution of this RFP and subsequent contract(s) and submit a self- declaration in this regard, as per the format specified in Annexure 2 Section 6.2.27.
2. DoP reserves the right to reject a proposal for award if it determines that the Bidder recommended for award 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 and in competing for, or in executing the project(s). In such an event, DoP shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case may be, regarding the RFP, including consideration and evaluation of such bidder’s proposal.
3. Without prejudice to the rights of DoP under the clause above and the rights and remedies which the DoP may have under the LOA or Agreement if a Bidder or CCSP, as the case may be, is found by DoP to have directly or indirectly or through an agent, engaged or indulged in Prohibited Practices during the selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder CCSP shall not be eligible to participate in any tender or RFP issued by DoP during a period of 3 years from the date such Bidder or CCSP is blacklisted.

#### **4.22 Period of Validity of Bids**

1. Bids shall remain valid for 180 calendar days after the date of bid opening prescribed by DoP. DoP shall reject a bid valid for a shorter period, as a non-responsive bid.
2. In exceptional circumstances, the Department of Posts may extend the period of validity of the bid and EMD as deemed fit. The request and the response thereto shall be made in writing (or over email). A bidder extending the validity will not be permitted to modify its bid.

#### **4.23 Right to the content of the Bids/Proposals**

1. All the responses, accompanying documentation, correspondence by the Bidders etc., once opened and the reports resulting out of the activities of the bidding process will become the property of DoP and will not be returned to the Bidders.
2. DoP is not restricted in its rights to use or disclose any or all of the information contained in the proposal without compensation or information to the Bidder. DoP shall not be bound by any language in the proposal indicating the confidentiality of the proposal by the Bidder or any other restriction on its use or disclosure.

3. The information provided by the Bidders in response to the RFP, including any clarifications provided by the Bidder against the queries from DoP during the bidding process, is deemed to be valid till the end of the contract period in case the contract is awarded to the Bidder.

#### **4.24 Right to terminate**

1. DoP may terminate the Bidding process at any time and without assigning any reason. DoP makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This Bid Document does not constitute an offer by DoP. The decision of DoP in the evaluation of responses to the Bid/ RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with DoP.

#### **4.25 Right to accept/reject any or all Bids**

1. DoP reserves the right to accept or reject any proposal and to annul the bidding process and reject all bids at any time before the award of the Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for DoP's action.
2. The right of final acceptance of the proposal is entirely vested with DoP who reserves the right to accept or reject any or all of the proposals in full or in parts without assigning any reason whatsoever. After acceptance of the tender by DoP, the Bidder should have no right to withdraw the proposal or claim a higher price. The approving authority may also reject all the proposals for reasons such as a change in scope of work, new technologies, lack of anticipated Commercial resources, court orders, accidents or calamities and other unforeseen circumstances.
3. DoP reserves the right that in case it is found during the evaluation of the bids or at any time before signing of the contract or after its execution and during the period of project execution resulting out of the contract thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet awarded the contract either by issue of the letter of intent or entering into a contract.
4. If the Bidder has already been issued the LOA or has entered into a contract to execute the project as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the DoP to the Bidder, without the DoP being liable in any manner whatsoever to the Bidder without prejudice to any other right or remedy which the DoP may have under this RFP, the bidding documents, the Contract to execute the Project or under applicable law.



5. The DoP reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the DoP shall not relieve the Bidder of the obligations under this RFP and subsequent contract.

### **General Rejection Criteria**

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

- a. Bids submitted without EMD or valid Exemption Certificate
- b. Conditional Bids
- c. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the RFP Process
- d. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions
- e. Bids received by the DoP, after the last date and time prescribed for receipt of bids.
- f. Bids without the signature of the person (s) duly authorized on crucial documents of the bids. Crucial documents will include Letters, Certificates, Declarations, etc. The determination of whether the document is crucial or not shall be performed by DoP
- g. Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

### **Technical Rejection Criteria**

- a. Technical Bid containing commercial bid details (Financials)
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- c. Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the RFP document in every respect
- d. Bidders not quoting for the complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder
- e. Bidders not complying with the Technical and General terms and conditions as stated in the RFP documents
- f. The Bidder not confirming unconditional acceptance of full responsibility of providing services per the Scope of work and Service Levels of this tender
- g. If the bid does not confirm the timelines indicated in the bid
- h. If the bid does not include the complete scope as detailed in the RFP
- i. Bidders not complying with the Eligibility Condition

## **Commercial Rejection Criteria**

- a. Incomplete Commercial Bid
- b. Commercial Bids that do not conform to the RFP's Commercial Bid format

### **4.26 Procurement through Local Suppliers (Make in India)**

As per public procurement guidelines issued by the Department for Promotion of Industry & Internal Trade (OM no. P-45021/2/2017-PP (BE-II) dated 16th Sep 2020), the CCSP shall be a "Class I" Local Supplier only (with more than 50% local content). The minimum local content shall be 50%. The bidder (if a local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made along with the declaration. The bidder will also submit a certificate from the statutory auditor or cost auditor of the bidder or a practising cost accountant or chartered accountant giving the percentage of local content.

### **4.27 Bid Opening and Evaluation Process**

#### **4.27.1 Bid Opening Process**

The Bid submitted up to Time on Date as mentioned in the Factsheet will be opened at Time on Date by the Nodal officer or any other officer authorized by DoP.

#### **4.27.2 Preliminary Examination of Bids**

1. The DoP will examine the bids to determine
  - a. whether they are complete or not,
  - b. whether the bid format confirms the RFP requirements or not,
  - c. whether the documents have been properly signed or not, and
  - d. whether the bids are generally in order or not.
  - e. whether the original EMD and other offline documents were submitted or not
2. A bid determined as not substantially responsive will be rejected by the DoP and subsequent corrections may not be entertained.
3. It is expected that the bidder shall be going through the complete RFP/requirements in detail. Any item/work not quoted by the bidder in its bid will be supplied to DoP without any additional cost (over and above the commercial bid submitted by the bidder).

#### **4.27.3 Clarification on Bids**

During the tendering process, DoP may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or the price quoted.

#### **4.27.4 Evaluation Process**

- a. DoP will constitute a Tender Evaluation Committee (TEC) / Project Management Committee (PMC) to evaluate the responses of the Bidders in response to this RFP document.
- b. The Tender Evaluation Committee of DoP shall evaluate the responses to the RFP and all supporting documents and documentary evidence.
- c. Each response shall be evaluated to validate the compliance of the Bidders according to the forms as provided in the RFP and the supporting documents specified in this RFP document
- d. The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the evaluation process conducted by the Tender Evaluation Committee
- e. The Tender Evaluation Committee may ask for meetings with the Bidders to evaluate their suitability for the assignment
- f. The Tender Evaluation Committee reserves the right to reject any or all proposals.

#### **4.27.5 Evaluation of Technical Bids**

1. Bidder shall submit the technical proposal in the prescribed form as per Annexure 2 and the Check list in Section 6.2.2 below. The evaluation of the Technical Proposals will be carried out in the following manner:
2. DoP will review the technical bids of the Bidders, to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the DoP's discretion.
3. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and copy of work order, client contact information for verification, and all other components) as required for technical evaluation.
4. At any time during the Bid evaluation process, DoP may seek oral / written clarifications, including additional information / supporting documents from the Bidder. The bidder shall respond/furnish the requested information/clarification/documents within 7 working days of receipt of such requests. The Committee may also seek inputs from their professional and technical experts in the evaluation process.

5. DoP reserves the right to do a reference check of the experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.
6. The bidder shall make a detailed presentation on the proposed solutions for Contact Centre Service.
7. The technical bids would be evaluated based on the completeness of the bid, fulfilment of the technical requirements specified, the overall solution proposed, a comprehensive project plan with the timelines, the implementation methodology, the resources proposed to be deployed, presentation of the proposed solution and the site visit by the TEC.
8. The Commercial Proposals of Bidders who do not qualify for technical bids shall be kept unopened.
9. DoP reserves the right to accept or reject any or all bids without giving any reasons thereof.

Total Technical Score (Tt) is calculated as per the technical qualification criteria mentioned in section 5.3, 'Technical Evaluation Criteria' of this document. A minimum of 70% (*seventy per cent*) of the total technical score of 100 is required to get short-listed for opening the financial bid.

Once the Total Technical Score (Tt) is calculated for all the bidders, those bids scoring 70% or more will qualify for the commercial bid evaluation.

#### **4.27.6 Evaluation of Commercial Bids**

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- c. Only fixed-price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- e. Any conditional bid would be rejected.
- f. 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

Financial evaluation will be carried out. Bidders scoring at least 70.00 of the total technical score of 100.00 will be eligible for financial evaluation. The lowest financial bid will be assigned a score of 100.00 (*One Hundred*) points regarded as “FL” and the scores of other bidders will be proportionally assigned using the formula:

- **Financial Score of a Bidder (Fn) = [(Financial Bid of F<sub>L</sub>/Financial Bid of the Bidder) x 100]**  
**(Rounded to two decimal places)**

**Final Evaluation:**

Since it is an L1 (Lowest-1) bid, the overall score will be calculated solely based on the financial score of the bidders. **The Bidder with the highest Financial Score (Fn) will be regarded as the “Most Responsive Bidder”, hereinafter referred to as the “Selected Bidder” or “Successful Bidder”.**

Based on the above calculations, the final illustrative evaluation for all Bidders comes out to:

#	Bidders	Technical Proposal Marks (Tt)  (Used only for qualifying for commercial bid evaluation)	Qualified for Commercial Evaluation?  (Yes, if Tt > = 70%;  Otherwise, No)	Commercial Proposal Marks	Ranks
1	Bidder 1				
2	Bidder 2				
3	Bidder 3				

**4.28 Key Considerations**

- All costs mentioned in the commercial sheet shall be inclusive of all taxes, except GST. GST may be furnished separately in the commercial bid.
- Evaluation of the commercial proposal shall be undertaken on the cost mentioned by Bidder, which is inclusive of all taxes.
- Any mischarging shall be refunded by the bidder.
- DoP has the right to use the complete or partial scope of services or components in the final contract.

- e. DoP may change the quantity. The successful bidder shall not object to the upward or downward variation in quantities of any item.
- f. The bidder should provide all prices as per the prescribed format.
- g. All the prices are to be entered in Indian Rupees (INR) only.
- h. DoP reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties and levies indicated.
- i. The bidder needs to account for all Out-of-Pocket expenses due to flight, boarding, lodging and other related items.
- j. No escalations of prices will be considered under any circumstances excluding changes in applicable rates of Statutory taxes/duties/levies.
- k. Taxes shall be deducted as applicable at the time of invoicing and deposited with the concerned authority by DoP.
- l. For comparison of prices across bidders, Grand Total Price (GTP) shall be used.
- m. Even if year-wise cost is asked, the average cost shall be taken to arrive at Quarterly payment.
- n. If the bidder does not meet the criteria mentioned in the RFP, the response can be rejected.

## **4.29 Award of Contract**

### **4.29.1 Award Criteria**

DoP will award the Contract to the bidder (i.e., “L1 bidder”), whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid.

### **4.29.2 Letter of Award**

1. Before the expiration of the bid validity period, DoP will notify the successful bidder in writing or by fax or email through a letter of award.
2. In case the tendering process / public procurement process has not been completed within the stipulated period, DoP may like to request the bidders to extend the validity period of the bid.

## **4.30 Signing of Contract**

- 1 Successful Bidder shall sign the contract within the period of 21 calendar days of the notification of the letter of award (LoA) by DoP. However, it is to be noted that the date of commencement of the Project and all contractual obligations shall commence from the Effective Date. All reference timelines as regards the execution of the Project and the payments to the successful Bidder shall be considered as beginning from the Effective date. If the contract is not executed within 21 days, their bid may be held as non- responsive and liable for rejection as per the discretion of DoP.

- 2 The acceptance of the award (LoA) will constitute the formation of the contract. Upon the successful Bidder executing the contract with DoP, it will promptly notify each unsuccessful bidder.
- 3 At the time DoP notifies the successful Bidder that its bid has been accepted, the Bidder will be required to execute the MSA. The contract should be executed within 21 calendar days of the issue of the letter of award.

#### 4.31 Performance Bank Guarantee (PBG)

- 1 The successful Bidder shall at his own expense, deposit with DoP within 14 calendar days of the letter of award (done through the issuance of the Letter of Acceptance) an unconditional and irrevocable and continuing Performance Security Deposit (SD/PBG) as per the formats provided at Annexure 2 Section 6.2.25.
- 2 PBG may be furnished in either of the following forms:
  - a. Bank Guarantee (physical or e-Bank Guarantee) from a Commercial Bank (Refer to Annexure 6.2.25 - A).
  - b. Insurance Surety Bond issued by an Insurer registered as per IRDAI (Refer Annexure 6.2.25 - B).
  - c. Transfer through online payment (RTGS/ NEFT) to the beneficiary account, the details of which are mentioned below:

Account No: 31702160955

Account Name: SENIOR POSTMASTER, SANSAD MARG HO (Receipt A/c)

IFSC Code: SBIN0000691

Branch Name: STATE BANK OF INDIA, NEW DELHI MAIN BRANCH,11, PARLIAMENT STREET, NEW DELHI

Branch Code: 691

- d. Account Payee Demand Draft, the details of which are mentioned below:

Account Payee No: 31702160955

Account Name: SENIOR POSTMASTER, SANSAD MARG HO

Full Address of Account Payee's Bank: STATE BANK OF INDIA, NEW DELHI MAIN BRANCH,11, PARLIAMENT STREET, NEW DELHI

- e. Fixed Deposit Receipt (FDR) from a commercial bank:

The FDR should be made out or pledged in the name of the Department of Posts ( SENIOR POSTMASTER, SANSAD MARG HO ). The bank should certify that the deposit can be

withdrawn only on demand or with the sanction of the pledgee (purchaser). For the release of the Performance Security Deposit, the FDR will be released in favour of the successful bidder by the Purchaser after making an endorsement on the back of the FDR duly signed and stamped along with a covering letter. Successful Bidder has to ensure delivery of a hard copy of the Original FDR to the Purchaser within 14 days of the award of the contract.

- 3 This PBG will be an amount equivalent to 5% of the contract value (excluding GST). All charges whatsoever such as premium, commission, etc. concerning the security shall be borne by the Bidder. This PBG shall remain valid from the date of execution of the contract to the expiry of 60 calendar days after the date of completion of all contractual obligations including warranty obligations.
- 4 The PBG may be discharged/ returned by DoP upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on this amount.
- 5 In the event of the CCSP being unable to service the contract for whatever reason, DoP would invoke the deposit. Notwithstanding and without prejudice to any rights whatsoever of the department under the Contract in the matter, the proceeds of the deposit shall be payable to the department as compensation for any loss resulting from the CCSP's failure to complete its obligations under the Contract. The department shall notify the CCSP in writing of the exercise of its right to receive such compensation within 15 calendar days, indicating the contractual obligation(s) for which the CCSP is in default.
- 6 The PBG may be invoked by DoP in the following non-exhaustive events:
  - a. If the successful Bidder fails to meet the overall penalty condition as mentioned in the RFP or any changes agreed between the parties after contract signing.
  - b. If the successful Bidder fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of DoP.
  - c. If the successful Bidder misrepresents facts/information submitted to DoP.

#### **4.32 Failure to Agree with the Terms & Conditions of the RFP**

Failure of the Bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder.

#### **4.33 Confidentiality by DoP**

Any information disclosed or obtained from Bidder during the proposal shall remain strictly confidential except in the situations where disclosure is:



- a. necessary in the process of assessing tenders, or where DoP discloses all or part to any of its advisers and consultants or where DoP publishes in its business papers, or any such publication as may be required and permitted by law
- b. under compulsion of law or it is already public knowledge, or
- c. with the written consent of the bidder

The DoP will treat all information, submitted as part of the proposal or bidding documents, in confidence and will require all those who have access to such material to treat the same in confidence.

#### **4.34 Bidder from a Country Bordering India**

1. All procurement will comply with Order No.6/18/2019-PPD dated 23rd July 2020 and DoE (MoF) order No.F.7/10/2021-PPD (1) dated 23.02.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance along with any amendments thereof.
2. Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (TOT) arrangement with an entity from a country that shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per DoE (MoF) order No.F.7/10/2021-PPD (1) dated 23.02.2023.
4. Notwithstanding anything contained in these Rules, the Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/ or screening, on procurement from bidders from, or bidders having commercial arrangements with an entity from, a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions as per order no. No.F.7/10/2021-PPD dated 23-02-2023.
5. "Bidder", in the context would mean, any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
6. Bidder from a country which shares a land border with India" for this Order means:
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country
7. The beneficial owner will be as under:
- a. In the case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
    - ii. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by their shareholding or management rights or shareholders agreements or voting agreements.
  - b. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership.
  - c. In the case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals.
  - d. Where no natural person is identified under (a) (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - e. In the case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
8. An Agent is a person employed to do any act for another or to represent another in dealings with a third person.
9. The successful bidder shall not be allowed to sub-contract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority.
10. Bidder shall provide an undertaking in this regard as per Annexure 2 section 6.2.23.

### 4.35 Relaxation for Start-ups regarding EMD

EMD may be withdrawn/relaxed in cases where the bidder is a Start-up or an MSE, in line with the MSME Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or by the Department of Industrial Policy and Promotion (D/o Expenditure Office Memorandum No. F20/2/2014-PPD (Pt.) dated 20.09.2016) subject to meeting of quality & technical specifications of the projects submitted.

## 5 Eligibility Criteria

### 5.1. Pre-Qualification Criteria

- a. Contact Centre Service Providers (CCSP) can bid in response to this RFP, provided the compliance requirements are met.
- b. It is the responsibility of the selected CCSP to ensure and meet the entire Scope of Work mentioned in this RFP.

### 5.2. Minimum Eligibility Criteria

#	Parameters	Criteria	Supporting Documents
1	Registration of the Company / Legal Entity	The bidder shall be a registered company in India under the Companies Act 1956/2013 and subsequent amendments thereto, a Registered Partnership under the Partnership Act, of 1932 or a Limited Liability Partnership. Proposals from consortiums would not be entertained for this purpose.	Certificate of Incorporation/ Registration or Registered Partnership Deed and PAN card, as may be applicable, considering the nature of the legal status of the bidder.
2	License	The bidder should have been in the business of providing Business Process Outsourcing/Call Centre/Contact Centre/ITeS-related services for the past 3 years. (2020-21, 2021-22, 2022-23)	OSP Registration Certificate issued by DoT as per the format provided in Annexure 2 Section 6.2.7.
		The bidder should hold a valid license of the above-mentioned business in India and should have provided in-bound call centre services for the past 3 years. (2020-21, 2021-22, 2022-23)	MoA/Work orders indicating years of experience and nature of activity/services provided.

#	Parameters	Criteria	Supporting Documents
		The Bidder must have registered itself with the Department of Tele-communication (DoT)/ TRAI or any other agency authorized by DoT/TRAI.	Copy of DoT/TRAI certificate for locations/ centres proposed by the bidder
3	Annual Turnover	The average annual turnover from call centre-related business shall not be less than Rs 32 crores in the last 3 financial years (2020-21, 2021-22, 2022-23).	CA certificate mentioning turnover from call centre activities for each of the 03 Financial Years as per the format provided in Annexure 2 Section 6.2.5
4	Profitable	The bidder shall have net profits in at least two out of the previous 3 financial years (2020-21, 2021-2022, 2022-2023)	CA certified statements and Audited/Certified financial statements & Annual Reports for (2020-21, 2021-2022, 2022-2023)
5	Net Worth	The bidder shall have a positive net worth as of 31 <sup>st</sup> March 2023	Balance sheet for FY 2022-23 along with CA certificate for net worth as of 31 <sup>st</sup> March 2023.
6	Local supplier	The company is to be in existence for more than 3 years in India as of 31 <sup>st</sup> March 2023. In case the current Bidder Company is the result of a merger/acquisition / take over/ buy / purchase of business/operations from another entity, at least one of the merged companies should have been in operation for at least 5 years as of 31 <sup>st</sup> March 2023	A copy of the certificate of incorporation is to be submitted. In case of acquisition/ takeover, the required document/ agreement should be submitted as per the format provided in Annexure 2 Section 6.2.6.
7	ITR & GST	The bidder should have filed income tax returns for the last three financial years. (2020-21, 2021-22, 2022-23) The bidder should have a valid registration for GST and other statutory requirements in the relevant field.	Copy of ITR for the last 3 FYs along with valid registrations for GST and other statutory requirements in the relevant field.

#	Parameters	Criteria	Supporting Documents
8	Legal Investigation	The Bidder should also ensure that there are no legal proceedings/inquiries/investigations that have been commenced /pending against the service provider by any statutory regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted as per the format provided in Annexure 2 Section 6.2.8
9	Past Experience	The bidder must have successfully executed/completed similar projects of providing call centre solutions over the last three years i.e. the current financial year and the last three financial years:- 1. Three similar completed projects costing not less than 43 Crore Rupees; or 2. Two similar completed projects costing not less than 54 Crore Rupees; or 3. One similar completed project costing not less than the amount equal to 87 Crore Rupees.	Work orders and/or Agreement copy
10	Number of Seats	The bidder shall have at least 200 inbound call centre seats at a single location in India	Documentary proof/ valid project agreement
11	Languages	The bidder should be capable of providing call centre services in multiple Indian languages and currently serving clients in at least five or more languages in the past year viz. Hindi, English and any 03 regional languages.	Documentary proof/ project agreement illustrating multilingual services being provided.
12	Location	The Bidder should have at least one call centre situated in Delhi NCR and a Backup Call Centre situated anywhere in India.	Address proof like Telephone, electricity bill, property tax receipt etc. as per the format provided in Annexure 2 Section 6.2.9
13	Certifications	Bidder shall have valid ISO certifications for the facility proposed at the time of bidding- a. ISO27001                      b. ISO 9001 c. BS7799                         d. Six Sigma	Copy of the valid certifications

#	Parameters	Criteria	Supporting Documents
		e. COPC-2000	
14	DR/BCP Policy	The Bidder should have a Disaster Recovery Policy and Business Continuity Plan.	Copy of approved DR/BCP policy along with proof of DR site arrangements
15	Backlisting	Bidder should not have been Blacklisted/debarred from any of the Central / State Governments / PSU / Regulatory Institutions in India as of the date of RFP submission. If any such issue comes to the notice of the Bank at a later date, the Bank will be free to revoke the contract entered with the selected bidder and invoke bank guarantee at its discretion.	Bidder has to submit a Declaration in the format as mentioned in Annexure 2 section 6.2.10
16	Power of attorney	The Bidder must produce a copy of the Board Resolution, a Power of Attorney executed certifying the authorized signatory for this RFP. The Copy of the same must be provided in the prequalification bid.	A Power of Attorney-on non-judicial stamp paper per the format in Annexure 2 section 6.2.16 and A company Board Resolution mentioning the name of the authorized signatory.
17	Integrity Pact	Bidder shall provide a signed copy of the Integrity pact	Signed Integrity pact as per format as per Annexure 2 section 6.2.17
18	Declaration regarding Non-Malicious Code	Bidder shall submit a self-declaration for Non-malicious code, stating that no malicious code is present in the CCSP's solution.	Self-declaration duly signed by the authorised signatory.

**Note: In Case any document is not required in any particular State of India, the Bidder should provide an undertaking on its company letterhead, duly signed by the authorized signatory, mentioning that the document is not applicable in that particular State of India to run its business.**

### 5.3. Technical Evaluation Criteria

#	Criteria	Score Parameter	Max. Marks	Total Marks
<b>1</b>	<b>Technical Competence</b>			<b>70</b>
1A	Number of years of experience as an entity providing Business Process Outsourcing/ Call Centre/Contact Centre/ITeS-related services in India as of the date of application	≤ 7 years	6	10
		More than 7 but ≤ 10 years	8	
		More than 10 years	10	
1B	Call centre-related services provided to financial institutions	≤ 3 clients	6	10
		More than 3 but ≤ 5 clients	8	
		More than 5 clients	10	
1C	Call centre-related services provided to Government Clients - Govt. Departments /Central, State PSUs/PSBs /Autonomous Bodies	≤ 2 clients	6	15
		More than 2 but ≤ 5 clients	8	
		More than 5 clients	15	
1D	Number of call centre seats in a single location in India	More than 200 and up to 300 seats	6	15
		Between 301 and 400 seats	8	
		More than 400 seats	15	
1E		5 languages	6	10

	Call centre-related services are provided in Hindi, English and other regional languages.	Between 6-10 languages	8	
		More than 10 languages	10	
1G	Number of L1 support tickets handled in a month (for a single client)	Less than 1,00,000 tickets	3	5
		More than 1,00,000 tickets but less than 1,33,000 tickets	4	
		More than 1,33,000 tickets	5	
1H	Number of calls handled in a month (for a single client)	Less than 5,00,000 calls	3	5
		More than 5,00,000 calls but less than 6,00,000 calls	4	
		More than 6,00,000 calls	5	
<b>2</b>	<b>Approach and Methodology</b>			<b>30</b>
2A	Security Level Implemented	Physical Security (biometrics/card access/CCTV/guards)	2.5	10
		Network Security (firewalls/access controls/data integrity/independent certifications)	2.5	
		Data Security (policy and independent certifications) and MIS Database Security (Backup, Encryption, Confidentiality,	2.5	



		Integrity and Availability of Data)		
		Industry Security Certifications	2.5	
2B	Quality framework/methodology adopted	Quality scorecards/ Client satisfaction scoring method	5	10
		Certifications: Six sigma/ ISO9001/ ISO 27001/ BS7799 /COPC-2000	5	
2C	Knowledge Management	Board Approved policy and process		5
<b>3</b>	<b>Understanding of the Project of DoP – Presentation by Bidder</b>	<b>Presentations by Bidder to the Committee</b>		<b>5</b>
	<b>Total (1+2+3)</b>			<b>100</b>

**Note: The Bidder has to score a minimum of 70 marks to qualify for further evaluation**

#### 5.4. Financial Bid (Online Submission)

For the Financial Bid, BOQ (in Excel format) is to be downloaded from <https://eprocure.gov.in>. After filling in the name of the Bidder and the quotation amount in the designated cells, the file is to be uploaded to the Finance cover. Rates against all the line-items are to be provided mandatorily.

#### 5.5. Bidding Process

1. DoP follows a 3-stage process (referred to as the “Bidding Process”) for selecting a competent agency for the award of the Project.
2. Before submitting the bid/response to this RFP, the interested bidders may visit the client’s location for a clear understanding of the project and they may interact with the DoP officials well in advance for any clarification so that during the pre-bid meeting, DoP can clarify queries before all interested enterprises.

3. Bidders who qualify for the Pre-Qualification Criteria will proceed with Technical and Financial Evaluations. The final evaluation will be made on the L1/Lowest-1 method explained in the sub-section “Evaluation Method” of this RFP.
4. The bidders possessing the Pre-Qualification Criteria may be asked to give a presentation to a panel of experts selected by the DoP.
5. A minimum of 70% (seventy per cent) of the total technical score of 100 is required for getting short-listed for opening the financial bid. The scoring for the technical evaluation will be done by a panel of experts, selected by the DoP, who will not have any conflict of interest with the bidders. The marks allotted by the panel will be final.
6. The most responsive bidder may be awarded the project.
7. The bids (both Technical and Financial) along with all the supporting documents will have to be uploaded in <https://eprocure.gov.in> for online submission.
8. Bids will have to be submitted online only except the documents like EMD, POA and Integrity Pact which require hard copy submission as mentioned above.
9. DoP may extend, at its discretion, the “Bid Submission Closing Date”. Any such amendment will be communicated online.
10. The bid should accompany the documents mentioned in this RFP.
11. Financial Bids will be opened for the Technically Eligible bidders only.

## 6. Annexures

### 6.1 Annexure 1 – Template for Pre-Bid Queries

Format for Sharing the Pre-Bid Queries			
<b>Pre-Bid Queries: –</b>			
<b>RFP No: –</b>			
<b>RFP Name:</b>			
<b>Bidder's Name &amp; Address</b>		Mobile No.	
<b>Representative Name</b>		e-mail ID	
S.No.	RFP document reference(s) (Section, page number and Clause No.)	Actual Clause in the RFP	Clarification Sought
1.			
2.			

### 6.2 Annexure 2 – Formats for Technical Bid & Instructions

Bidders must submit a structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances concerning the requirements of the project. The document submitted must be searchable and well-indexed without any handwritten material.

### 6.2.1 Technical Bid Covering Letter

To

Date: dd/mm/yyyy

Shri Manoj Pragada, ADG (technology)

Technology Division,  
Dak Bhawan, Sansad Marg,  
New Delhi – 110001

**Subject:** Submission of Technical Proposal for Department of Posts for “Selection of Contact Centre Service Provider” No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the Project “**Selection of Contact Centre Service Provider**”.

We attach hereto our responses to RFP requirements as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the Department of Posts, is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any, of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project if selected to do so.

We agree to abide by the conditions outlined in this RFP.

We agree that you are not bound to accept any proposal you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Contact Centre Service Provider :

Organisation :

Address :  
Telephone & Fax :  
E-mail address :

### 6.2.2 Check List for Technical Bid – Envelope I

Section	Parameter	For	Submitted (Y / N)	Documentary Proof (Page No.)
<b>A</b>	<b>General Information</b>			
	Technical Bid Letter	Bidder		
	This check list	Bidder		
	No Deviation Certificate	Bidder		
	Profile of Bidding firm	Bidder		
<b>B</b>	<b>Minimum Eligibility</b>			
	Annual Revenue.	Bidder		
	Local Supplier	Bidder		
	Previous Experience	Bidder		
	Legal Investigation	Bidder		
	Location	Bidder		
	Non-Blacklisting	Bidder		
<b>C</b>	<b>Technical Competence</b>			
	Languages	Bidder		
	No. of Call Centre Seats	Bidder		
	Channel Supports	Bidder		
	financial institutions	Bidder		
	Call centre-related services provided to Govt. Client	Bidder		
<b>D</b>	<b>Technical Proposal / Solution</b>			
		Bidder		
<b>E</b>	<b>Other Details</b>			
	Power of Attorney	Bidder		
	Integrity pact	Bidder		
	Undertaking of Terms & Conditions	Bidder		

	Total Responsibility Certificate	Bidder		
	Individual NDA	Bidder		
	Conflict of Interest	Bidder		
	Disclosure of Court Cases	Bidder		
	Rule 144 (xi) of GFR 2017	Bidder		
	PBG	Bidder		
	EMD	Bidder		
	Technical Presentation (To be submitted at the time of presentation)	Bidder		

### 6.2.3 No Deviation Certificate

To

Date: dd/mm/yyyy

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Subject:** Submission of Technical Proposal for Department of Posts for “Selection of Contact Centre Service Provider” No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the Project “**Selection of Contact Centre Service Provider**”.

I/We understand that any deviation/exception in any form in our bid/proposal against the RFP dated ..... may result in the rejection of our bid/proposal. I/We, therefore, certify that we do not have any exception/deviation of the RFP clauses anywhere in the bid/proposal and we agree that if any deviation is mentioned or noticed, our bid/proposal may be rejected.

---

Signature of Authorized Signatory (with official seal)

Name

:

Designation

:

Name of Contact Centre Service Provider

:

Organisation

:

Address

:

Telephone & Fax

:

E-mail address

:

**Note:** This “No Deviation Certificate” should be written on the letter head of the bidder duly signed and stamped with a date by a person competent and having authorised power to bind the bidder.



### 6.2.4 Profile of the Bidding Firm

<b>A. Background Information</b>			
<b>Name of the firm:</b>			
<b>Role:</b>			
<b>Registered Office Address:</b>			
<b>Name of the contact person and contact details (Note: For Bidder, the contact person should be the Authorised Signatory):</b>			
<b>Name and details of the CEO:</b>			
<b>B. Financial Information (last three years)</b>			
<b>Financial Year</b>	<b>Audited Annual Turnover (INR Crores)</b>	<b>Audited Annual Profit (INR Crores)</b>	<b>Audited Annual turnover from Contact Centre Service (INR Crores)</b>
<b>2022-2023</b>			
<b>2021-2022</b>			
<b>2020-2021</b>			
<b>C. Other Information</b>			
<b>No of years of Operation</b>			
<b>Total number of Employees</b>			
<b>Total number of Employees in India</b>			
<b>Total number of Employees in Contact Centre Service in India</b>			
<b>List of Quality Certifications</b>			
<b>List of Indian Customers to whom the Firm has provided similar services in India in the last 3 years. (Note: Similar Services will mean the type of services that the Firm will provide as part of this RFP)</b>			

### 6.2.5 Turnover Certificate

To

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Sub: Submission of the Turnover and Net Worth Certificate in response to the RFE No <> dated <> for Selection of Contact Centre Service Provider**

Turnover for the last three financial years (2020-21, 2021-22, 2022-23) from bandwidth connectivity services.

S. No.	Financial Year	Annual related Turnover (INR Crores)	Average Annual related Turnover (INR Crores)
1.	Financial Year 2020-21		
2.	Financial Year 2021-22		
3.	Financial Year 2022-23		

*Note: The audited Financial Statements for the corresponding years must be enclosed.*

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

### 6.2.6 Self-Declaration for Local Supplier

To

Date: dd/mm/yyyy

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Subject:** Submission of Technical Proposal for Department of Posts for “Selection of Contact Centre Service Provider”

**Reference:** RFP- “Selection of Contact Centre Service Provider”, No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We hereby certify that we < > have a company to be in existence for more than 3 years in India as per the requirements of the RFP.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Contact Centre Service Provider :

Organisation :

Address :

Telephone & Fax :

E-mail address :

**6.2.7 Previous Experience in providing Contact Centre Service**

S.No.	Item	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Name of the entity engaged in the Assignment	
5.	Country	
6.	Contact Details (Contact Name, Address, Telephone Number)	
7.	Approximate Value of the Contract	
8.	Duration of Assignment (months)	
9.	Award Date (month/year)	
10.	Completion Date (month/year)	
11.	Narrative description of the project	
12.	Details of Work that defines the scope relevant to the requirement	
13.	Documentary Evidence attached	

### 6.2.8 Self-Declaration for Legal Investigation

(To be submitted on Bidder's letterhead)

Date:

To,

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Dear Sir,

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

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

Date:

Authorized Signatory

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

### 6.2.9 Self-Declaration for Locations of Contact Centre

To

Date: dd/mm/yyyy

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Subject:** Submission of Technical Proposal for Department of Posts for “Selection of Contact Centre Service Provider”

**Reference:** RFP- “Selection of Contact Centre Service Provider”, No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We hereby certify that we < > have a Primary call centre situated in Delhi NCR and a Backup Call Centre situated anywhere in India.as per the requirements of the RFP.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Contact Centre Service Provider :

Organisation :

Address :

Telephone & Fax :

E-mail address :

### 6.2.10 Self-Certificate for Non-Blacklisting Clause

Date: dd/mm/yyyy

To

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Subject:** Self Certificate for Non- Blacklisting

**Reference:** RFP- “Selection of Contact Centre Service Provider”, No: <No> Dated <DD/MM/YYYY>

Dear Sir

We confirm that our Company <insert full name of company> has not been blacklisted by the Government of India and/or any State Government and/or any Central PSU in India for corrupt, fraudulent or any other unethical business practices as of the date of submission of the proposal and in the last years before the date of submission of the proposal.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

### 6.2.11 Self-Declaration for Languages Support

To

Date: dd/mm/yyyy

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Subject:** Submission of Technical Proposal for Department of Posts for “Selection of Contact Centre Service Provider”

**Reference:** RFP- “Selection of Contact Centre Service Provider”, No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We hereby certify that we < > have **Call centre-related services provided in Hindi, English and other regional languages** as per the requirements of the RFP.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Contact Centre Service Provider :

Organisation :

Address :

Telephone & Fax :

E-mail address :



### 6.2.12 Self-Declaration for Number of Seats in a Single Location

To

Date: dd/mm/yyyy

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Subject:** Submission of Technical Proposal for Department of Posts for “Selection of Contact Centre Service Provider”

**Reference:** RFP- “Selection of Contact Centre Service Provider”, No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We < > hereby certify that our proposed solution shall have \_\_\_\_\_ call centre seats in a single location in India as per the requirements of the RFP.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Contact Centre Service Provider:

Organisation :

Address :

Telephone & Fax :

E-mail address :

### 6.2.13 Self-Declaration for Financial Institution

To

Date: dd/mm/yyyy

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Subject:** Submission of Technical Proposal for Department of Posts for “Selection of Contact Centre Service Provider”

**Reference:** RFP- “Selection of Contact Centre Service Provider”, No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We < > hereby certify that our proposed solution shall have Call centre-related services provided to financial institutions as per the requirements of the RFP.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Contact Centre Service Provider :

Organisation :

Address :

Telephone & Fax :

E-mail address :

### 6.2.14 Self-Declaration for Government Clients

To

Date: dd/mm/yyyy

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Subject:** Submission of Technical Proposal for Department of Posts for “Selection of Contact Centre Service Provider”

**Reference:** RFP- “Selection of Contact Centre Service Provider”, No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We < > hereby certify that our proposed solution shall have Call centre-related services provided to Government Clients - Govt. Departments /Central, State/PSUs as per the requirements of the RFP.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Contact Centre Service Provider :

Organisation :

Address :

Telephone & Fax :

E-mail address :

### 6.2.15 Technical Proposal

The Bidder is required to describe the proposed solution with details mentioned below in this section.

1. Detailed technical competence concerning DoP use case for Contact Centre Service
2. Project management Approach and methodology covering detailed project plan, implementation roadmap, testing, risk assessment and mitigation for Contact Centre Services
3. Compliance along with the necessary certificates and supportive documentary.
4. Availability and Development of APIs and reports for both operational and regulatory need
5. Service delivery
  - a. Contact Centre Approach (must elaborate on the Technologies to be used)
  - b. Escalation Matrix

Escalation Order	Role	Contact Details – Contact Centre Service
Level 1	CSA	Name: Office No: Mobile No: Email id:
Level 2	Sr. CSA	Name: Office No: Mobile No: Email id:
Level 3	TL	Name: Office No: Mobile No: Email id:
Level 4	Manager	Name: Office No: Mobile No: Email id:

6. Adherence to SLAs for availability, Performance, security, and others for Contact Centre Service

**6.2.16 Power of Attorney executed in favour of the Authorized signatory of the Bidder**

<To be executed in favour of the Authorized Signatory>

(To be executed by Bidder on Non – judicial stamp paper of INR 100/-or such equivalent amount and 1 document duly attested by a notary public)

Know all person by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son/daughter of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number \_\_\_\_\_ for "**Contact Centre Service Provider (CCSP)**" dated \_\_\_\_\_, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Department of Posts (hereinafter referred to as the "Department of Posts"), representing us in all matters before the Department of Posts, signing and execution of all documents, forms, contracts and undertakings/declarations consequent to acceptance of our Proposal and generally dealing with the Department of Posts in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the Department of Posts.

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

IN WITNESS THEREOF WE, \_\_\_\_\_ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 202

For\_\_\_\_\_

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:

Witness 2:

Name:

Name:

Designation:

Designation:

Address:

Address:

Signature:

Signature:

## 6.2.17 Integrity Pact

### INTEGRITY PACT

Between

DoP hereinafter referred to as “The Principal”,  
and.....hereinafter referred to as “The Bidder/ Contractor”

#### Preamble

The principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in its relations with its Bidder(s)and/or Contractor(s).

To achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the bid process and the execution of the contract for compliance with the principles mentioned above.

#### SECTION 1 –COMMITMENTS OF THE PRINCIPAL

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the principal, personally or through family members, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The principal will, during the bid process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage concerning the bid process or the contract execution.
  - c. The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### SECTION 2 – COMMITMENTS OF THE BIDDER(S)/ CONTRACTOR(S)

- (1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the bid process and the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm,



offer, promise or give to any of the principal's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage of any kind whatsoever during the bid process or the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the IPC/PC Act or such relevant laws, rules, regulations and guidelines; further, the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts before and while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **SECTION 3 – DISQUALIFICATION FROM THE BID PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of SECTION 2, above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the bid process or take action.

### **SECTION 4 – COMPENSATION FOR DAMAGES**

- (1) If the Principal has disqualified the Bidder(s) from the bid process before the award according to SECTION 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to SECTION 3, or if the Principal is entitled to terminate the contract according to SECTION 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **SECTION 5 – PREVIOUS TRANSGRESSION**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the bid process.
- (2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the bid process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

## **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS / CONTRACTORS / SUBCONTRACTORS**

- (1) In the case of Subcontracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Subcontractor.
- (2) The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The principal will disqualify from the bid process all bidders who do not sign this Pact or violate its provisions.

## **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S) / CONTRACTOR(S) / SUBCONTRACTOR(S)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

## **SECTION 8 – INDEPENDENT EXTERNAL MONITOR**

The principal has appointed

1. Shri Raj Kumar Singh, IRS (Retd.)

Ex-Member, Customs Excise and Service Tax Appellate Tribunal, New Delhi,

26 Cassia Marg, DLF-2,

Gurgaon – 122008

Tel No.: 0124-4241100

Email ID: mrrajksingh@gmail.com

2. Shri Om Prakash Singh, IPS(Retd.)

Ex-DGP, UP

M-6, Green Park Extension

New Delhi-110016

Ops2020@rediffmail.com

as the Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The details of the appointed IEM are available on the principal's official website. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (1) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the DOP.
- (2) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- (3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor (s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'.  
Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data according to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other DoPs, or any
- (4) personnel or employee-related data. The principal will provide the Monitor with sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the DOP within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the DOP, a substantiated suspicion of an offence under the IPC/ PC Act and such similar laws, and the DOP has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly

to the Central Vigilance Commissioner.

(8) The word **'Monitor'** would include both singular and plural.

### SECTION 9 – PACT DURATION

This Pact begins when both parties have legally signed it. It expires for the Contractor, 12 months after the last payment is made under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim or discrepancy is made or lodged by any bidder or the principal, during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DOP.

### SECTION 10 – OTHER PROVISIONS

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to agree with their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

\_\_\_\_\_  
(For & On behalf of the principal)

Name:\_\_\_\_\_

Place:\_\_\_\_\_

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

Witness1\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_  
(For & On behalf of Bidder/  
Contractor)

Name:\_\_\_\_\_

Place:\_\_\_\_\_

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

Witness1:\_\_\_\_\_

Address\_\_\_\_\_

Witness2\_\_\_\_\_

Witness2:\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

### 6.2.18 Undertaking of Terms and Conditions

<To be printed on Company letterhead of the Bidder>

Date: dd/mm/yyyy

To

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Sub:** Undertaking of Terms & Conditions for “Selection of Contact Centre Service Provider”

**Ref :** Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir/Madam,

We hereby confirm that “The contents/conditions of this tender Document No. \_\_\_\_\_ have not been waived, discharged, varied, amended, modified altered by M/s. ....

(Name of the CCSP with complete address). In case, it is found that the tender document has been modified/altered by the CCSP, the bid submitted by M/s.....(Name of the CCSP) shall be liable for rejection”.

Also, we confirm that

1. None of these “Conditions of RFP” will be waived, discharged, varied, amended, modified or released except by written notification by DoP.
2. DoP will not be liable for any cost whatsoever incurred in preparing and submitting the tender.
3. We shall be responsible for any interpretation, deduction and conclusion made from the information made available and accept full responsibility for any such interpretation, deduction and conclusions.

\_\_\_\_\_  
Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

## 6.2.19 Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the “**Agreement**”) is made and executed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_, 2024 (hereinafter referred to as the “**Effective Date**”).

### BY AND BETWEEN

The President of India, acting through Shri. Manoj Pragada, ADG (Technology), Department of Posts, Dak Bhawan, Sansad Marg, New Delhi-110001 (hereinafter referred to as ‘**Department of Posts**’ or ‘**DoP**’ or (**Designation**), **Department of Posts**’) of the **First Part**;

And

The <<insert office name>> acting through his duly authorized representative <<insert designation>>, a [company] / [ partnership firm] validly incorporated/ organized and registered under the laws of India with its [ registered/ corporate/ head office] situated at [\_\_\_\_\_] and acting through its authorized representative [ Name of representative] \_\_\_\_\_, contracted for \_\_\_\_\_ vide contracted for \_\_\_\_\_ vide contract/ MoU reference \_\_\_\_\_ dated \_\_\_\_\_

OR

<<name of the contractual employee>>, S/O \_\_\_\_\_ resident of \_\_\_\_\_ having Aadhaar No. \_\_\_\_\_, contracted as \_\_\_\_\_ <<insert job role>> for the period from \_\_\_\_\_ to \_\_\_\_\_ vide contract/ offer letter No. \_\_\_\_\_ dated \_\_\_\_\_ (delete the non-applicable part) (hereinafter referred to as the “**Recipient**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part.

**DoP** and the **Recipient** shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

### WHEREAS:

- I. DoP has engaged the Recipient for \_\_\_\_\_ [*Kindly insert the services to be provided by the Recipient*] (“**Services**”).



[N.B.: Details of different types of services depending on the tracks.]

- II. The Recipient had represented to DoP that it has the requisite professional and technical skills to provide the Services.
- III. The Recipient shall be involved in the provision of the Services to DoP and would therefore have access to certain information, documents, etc. provided by DoP or otherwise. Further, Recipient hereby expressly admits that he has gone through the terms of this RFE, Information Security Management Policy (ISMS Policy) of DoP and other policies governing cyber security and undertakes to abide by the provisions contained therein.
- IV. The Recipient acknowledges that during the course of the provision of Services by the Recipient, there shall be an exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be a significant flow of ideas, information, strategy, technical data/ information from the DoP to the Recipient. The Recipient agrees that any information disclosed to the Recipient by DoP or acquired by the Recipient during such course will be used exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of DoP.
- V. DoP and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. Recipient hereby agrees and undertakes that any sub-contracting of the services (governed by this agreement) shall only with prior and express written permission of the DoP and that the Recipient shall execute a separate Confidentiality and Non-Disclosure Agreement with the firm/ all the employees involved in the subcontracted delivery of Services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

## **1. Confidential Information**

- 1.1 “Confidential Information” shall mean all confidential and proprietary information (whether in written, oral, electronic or other format) of DoP which includes but is not limited to:

- a. all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning DoP.
- b. any information thereof concerning the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the DoP.
- c. all other information and material of DoP relating to the method of development/deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by DoP, intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.
- d. Any other information provided by DoP to the Recipient or procured by the Recipient from DoP shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as “Confidential”/ “Restricted” etc. or not by DoP; or even if the same is unclassified.
- e. Confidential Information may also include the Personal and Sensitive Personal Data of DoP’s/ other DoP clients, licensors, alliances, contractors and advisors.

“Personal Data” shall mean any data/ information that relates to a natural person which directly or indirectly, in combination with other information available or likely to be available, is capable of identifying such natural person and

“Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable- (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time

- 1.2 Unless otherwise specified by DoP, the following shall not be deemed to be Confidential Information under this Agreement and the Recipient shall have no obligation concerning any such information which:

- a. was generally known to the public before the disclosure under this Agreement, provided the same is declared to be in the public domain by DoP at the time of receipt of such information;  
or
- b. is already known to the Recipient before the execution of this Agreement as demonstrated/  
proven by the Recipient to DoP; or
- c. is approved for release by written authorization of DoP; or
- d. is disclosed according to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives DoP prompt notice and assists DoP, in obtaining an applicable protective order.

## **2. Non- Disclosure Covenant**

2.1 Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from DoP by way of non-disclosure according to this Agreement, the Recipient shall: -

- a. keep such Confidential Information secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their Confidential Information;
- b. only use Confidential Information for the permitted purpose as contemplated under this Agreement;
- c. not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers:-
  - i. who need such information for the permitted purpose under this Agreement; and/or
  - ii. are informed of the proprietary and confidential nature of the Information; and/or
  - iii. come under the purview of this Agreement under the Recipient's acceptance same.
- d. not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties according to this Agreement to a third party.

- e. the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by DoP after the expiry of the Master Service Agreement, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

2.2 The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of DoP or the Government of India including but not limited to those mentioned herein below: -

- a. make any sketch, plan, model, or note using the Information provided by DoP which might be, directly or indirectly, useful to any third party;
- b. obtain, collect, record publish or communicate to any other person any secret/official code or password, or any sketch, plan, model, note or other document or information that might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by DoP.

2.3 As regards the Confidential Information and acts or information as mentioned in Clause 2.2 above, the Recipient hereby agrees that the Recipient shall not:

- a. communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by DoP; or
- b. retain any Confidential Information, code or password, sketch, plan, model, article, note, or document in its possession or control when it has no right to retain it or fails to comply with all directions issued by DoP concerning return or disposal thereof; or
- c. fail to take reasonable care of, or so conduct itself to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by DoP.

### 3. Other obligations of the Recipient

3.1 The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential information shared by DoP and without limitation of the foregoing, the Recipient agrees not to do the following:

- a. Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or
- b. Take any other action which may lead to a breach of the confidential and propriety nature of such Confidential Information provided by DoP.

3.2 The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves concerning the Confidential Information as is made herein by the Recipient.

3.3 The Recipient acknowledges that such Confidential Information provided by DoP shall remain the property of DoP and that the disclosure and/or provision of Confidential Information by DoP is solely for the purposes as stipulated by DoP and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect DoP.

3.4 The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by DoP that is or may be revealed to him by DoP unless specifically authorized to do so in writing by DoP.

3.5. The Recipient acknowledges that any Confidential Information that may be disclosed by DoP under this Agreement is the valuable property of DoP and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of DoP will cause DoP to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by DoP which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of DoP, then DoP shall be entitled to seek immediate injunctive

relief as well as right to pursue all other rights and remedies available at law or in equity for such a breach to enforce the provisions of this Agreement.

- 3.6. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to DoP and/or provide proof of destruction of all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.
- 3.7. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of DoP.

#### **4. Penalty**

It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement DoP shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment of legislation in India. In such an eventuality, DoP further reserves its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by DoP of the right to prosecute the Recipient for any statutory violation.

#### **5. Miscellaneous**

- 5.1 **Interpretation:** The interpretation of DoP concerning the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can appeal to the DoP. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in-house mechanisms of redressal at DoP have been exhausted.
- 5.2 **Supersession:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings of the confidentiality obligations of the Recipient.
- 5.3 **Indemnification:** The Recipient agrees to indemnify and hold DoP harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against DoP due to any breach, non-

observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement

5.4. **Amendments:** The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.

5.5. **Severability:** If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.

5.6. **Waiver:** The non-exercise or delay in exercising any power or right by DoP shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.

5.7 **Relationship between the Parties:** Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party under this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

5.8 **Communication / Notices:**

Every notice, demand or other communication under this Agreement shall:

5.8.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.

5.8.2 Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify the other party.

5.8.3 Be deemed to have been received:

- i. When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;
- ii. If given by registered AD post or Speed post AD, 48 hours after it has been put into the post, and
- iii. If sent by fax or electronic mail (E-mail), after transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to:

- a. Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;
- b. The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

## **5.9 Governing Law and Dispute Resolution:**

5.9.1. If a dispute arises concerning the conduct of this Agreement (Dispute), a Party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

5.9.2 A Party claiming a Dispute has arisen must give the other parties the Dispute notice setting out details of the Dispute.

5.9.3 During the 14 days after a notice is given under the sub-clause 5.9.2 above (or a 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 the 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 Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a Sole Arbitrator to be appointed by two Arbitrators [two Arbitrators so chosen by both DoP and Recipient (one each)]. 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 the 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 as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held in New Delhi, India. The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes.

5.9.4 The Recipient agrees that DoP shall have the right to obtain an immediate injunction enjoying any breach of this Agreement, as well as the right to pursue any other rights and remedies available at law or in equity for such a breach.



5.10 **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.

5.11 **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 English language.

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

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the President of India (Department of Posts) represented by

Designation: \_\_\_\_\_

Name: \_\_\_\_\_

Date:

WITNESS:

- 1.
- 2.

SIGNED AND DELIVERED by and on behalf of \_\_\_\_\_

[Recipient]

Represented by its Authorized Signatory / by the Recipient himself,

By: Mr./ Ms. \_\_\_\_\_ (Officer Name)

Designation:

Date:

WITNESSES:

- 1.
- 2.

## 6.2.20 Proforma for Individual Non-Disclosure Agreement

(to be executed on Rs 100 non-judicial stamp paper)

I, [Insert Name], the undersigned, having [Insert Staff/Employee Number], acknowledge that as an employee/ staff of \_\_\_\_\_ [Insert Name of Employer/Vendor], a company incorporated under the provisions of Companies Act, 1956/2013 having its registered office at \_\_\_\_\_, I will be working as a team member of the \_\_\_\_\_ project team which is providing, or shall provide (as applicable), certain [Insert services to be provided] (“Services”) to DoP. I confirm that I have fully read and understood all the terms and conditions of the

Non-Disclosure Agreement and Master Service Agreement dated [\_\_\_\_\_] (“collectively referred to as Agreement”) executed between \_\_\_\_\_ [Insert Name of Vendor] and DoP in particular to the contents below. With effect from [Insert the date of the NDA signed between DoP and Vendor], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalized terms contained in this letter shall have the meaning attributed to them under the Agreement and/or RFP. Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. Save as required by law or professional regulation (in which case I will immediately inform the Project Manager to the extent not prohibited by law or regulation), I will not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee of \_\_\_\_\_ or other associated organizations and/or subsidiaries, other than those who need to access such information on a strict need to know basis.
2. If approached by any third party or employee/staff (where such employee/ staff do not require access to the Confidential Information on a need-to-know basis) to provide any Confidential Information relating to the Services, I will immediately inform the Project Manager and will not disclose any such information without his/ her written consent.
3. I will not remove or destroy any documents, data, files or working papers in whatsoever form (Including and not restricted to any in electronic form) in respect of the Services, without the written consent of the Project Manager.
4. I will not divulge or make known to any other person, either the password or the unique security password that is assigned to me.
5. I will not leave my computer/laptop unattended while still connected in a remote session.

6. I will not discuss any information, status or condition of any DoP-related information with anyone, including another employee or staff of DoP, in a place or in a manner that may compromise the confidential nature of the information being provided by the DoP.

7. I understand that I am liable to be prosecuted if I publish anything without any official sanction any information that I may have acquired in the course of my tenure of an official appointment or retain without any official sanction any data, sketch, plan, model, article or official documents etc. which are not needed as part of my official duties.

8. If I leave the employment of \_\_\_\_\_ or my association with \_\_\_\_\_ gets terminated, I will not discuss/ disclose thereafter any Confidential Information with/ to any other party. I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with \_\_\_\_\_. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with \_\_\_\_\_. By my signature below, I acknowledge (i) receiving and understanding all the aspects and conditions of this declaration (ii) acceptance of my obligations arising out of this declaration and my agreement to fulfil the same.

Signature: \_\_\_\_\_

Name (in block letters): \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

Company Seal and Stamp of Employer/Vendor: \_\_\_\_\_

### 6.2.21 Conflict of Interest

#### UNDERTAKING ON LETTERHEAD

Date: dd/mm/yyyy

To

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Sub – **Conflict of Interest Under-taking**

**Ref:** Bid No: <No> Dated <DD/MM/YYYY>>

Dear Sir,

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

**6.2.22 Self-Declaration by OEM / Supplier / Sub-Contractor w.r.t Insertion of Rule 144 (xi) in GFRs 2017**

**DECLARATION LETTER FOR RULE 144  
(To be given on Company's Letter Head)**

To,  
.....  
.....  
New Delhi.

Ref: Your Tender / Enquiry No. .... Dated .....

Bidder Name: .....

I, the undersigned, .....(full name), do hereby declare in my capacity as.....,Authorized signatory of M/s. ....having registered address at .....(referred to as the Bidder), that:

We, the bidder are desirous of participating in the EOI/Tender/Enquiry process in response to your captioned Tender and in this connection, we hereby declare, confirm and agree as under:

- A) We, the Bidder have read and understood the contents of the Office Memorandum bearing no. F. No. 6/18/2019/PPD dated 23<sup>rd</sup> July 2020 and order (Public Procurement No.4 ) bearing No.F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Government of India on insertion of Rule 144(xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereof, regarding restrictions on availing / procurement of goods and services, of any bidder from a country which shares a land border with India.
- B) In terms of the above and after having gone through the said amendments & clarifications including in particular the words defined therein (which shall have the same meaning for this Declaration cum Undertaking), I/we the Bidder hereby declare and confirm that:

\* We, the Bidder are not from such a country that shares a land border with India, in terms of the said amendments to GFR, 2017.

**OR**

\* We, the bidders are from such a country that shares a land border with India and has/have been registered with the competent authority i.e. the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade, as stated under Annexure I to the aforesaid Office memorandum / Order and we submit proof of registration herewith.

**OR**

We, the Bidder are from a country that shares a land border with India, however, Our Country has been extended lines of credit by the Government of India or/and the Government of India is engaged in development projects in our Country.

(\* Delete whichever is not applicable)

- C) We, the Bidders agree and undertake that if the contract/Purchase order is awarded to us, we will not sub-contract or outsource the contract /order, and/or any part thereof unless such subcontract/outourcing is permitted by DoP in writing, in which case the aforesaid OMs and clarifications shall be equally applicable to such sub-contractor/vendor. We shall comply with the

aforesaid OMs and subsequent clarification issued in pursuance to the aforesaid OMs, from the Government of India from time to time. Thus, subject to the aforesaid OMs and clarifications thereof, we shall not sub-contract or outsource the work to a contractor from such countries that shares a land border with India, unless such sub-contractor is registered with the Competent Authority and proof of same is obtained.

1. We, the bidders hereby confirm that we fulfil all the eligibility criteria as per the Tender/Enquiry and are not ineligible from participating in the Tender / Enquiry because of the above Office Memorandum, Order and clarification issued in pursuance to the aforesaid OM, from Government of India from time to time. We the bidder, also certify that this bid/product/any component of the product fulfils all requirements in this regard and is eligible to be considered. We also agree and accept that if our declaration and confirmation, herein, is found to be false at any point of time including after awarding the contract, DoP shall be within its right to forthwith terminate the contract/bid without notice to us and initiate such action including legal action against us.
2. This declaration cum undertaking is executed by us through our Authorized signatories after having read and understood the Office Memorandum and Order (Public Procurement No. 1) both bearing F. No. 6/18/2019/PPD of 23<sup>rd</sup> July 2020 and order (Public Procurement No. 4) bearing No.F.7/10/2021-PPD (1) dated 23.02.2023 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India and clarification issued in pursuance to the aforesaid OM from Government of India from time to time,

Executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

**Authorized Signatory**

M/s \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
**Name** \_\_\_\_\_

(Seal of the Bidder)

*\* Note: Where applicable, evidence of valid registration by the competent authority shall be attached.*

### 6.2.23 Disclosure of Court Cases

<To be printed on Company letterhead of the Bidder>

Date: dd/mm/yyyy

To

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Sub – **Disclosure of Court Cases**

**Ref:** Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

The information on pending litigation mentioned below is true and correct to our best knowledge and belief.

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

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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



## 6.2.24 Proforma for Bank Guarantee for Earnest Money Deposit

<Location, Date>

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Whereas <name of the Bidder> (hereinafter called “the Bidder”) has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called “the Bid”) to DoP.

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called “the Bank”) are bound unto the Department of Posts (hereinafter called “the Purchaser” or “DoP”) in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder has its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of the bid
  - (a) Withdraws his participation from the bid during the period of validity of the bid document; or
  - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short-listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will

note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is a 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## 6.2.25 Proforma for Performance Bank Guarantee

### A. BANK GUARANTEE FORM

<Location, Date>

To,

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

Whereas <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide Contact centre services for <<name of the assignment>> to DoP (hereinafter called “the beneficiary”)

It has been stipulated in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations per the contract.

And whereas we, <<**Name of the Bank**>>a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its offices at <<address of the 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 applicant/supplier 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 that may be made between you and the applicant/supplier 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 <<Insert Date>>.

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 a 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.

**B. INSURANCE SURETY BOND**

**Form of Insurance Surety Bond towards Performance Security**

(To be stamped per Stamp Act of India)

Insurance Surety Bond No. ....

Date.....

To,

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Dear Sirs,

In consideration of the RFP No. ....issued by [Department of Posts] (Hereinafter referred to as the 'Purchaser'/ 'DoP' ) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [*Contact Centre Service Provider's Name*] with its Registered Office at ..... (Hereinafter referred to as the 'CCSP', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of DoP's Notification of Award No. .... dated \_\_\_\_ in furtherance of the RFP No. \_\_\_\_\_ and the same having been unequivocally accepted by the CCSP, resulting in a Contract bearing No. dated....., valued at ..... for ..... and the CCSP having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(5%) of the Total Value of the Contract to the Purchaser.

We .....[Name & Address of the Insurer] having its Registered Office at.....(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the DoP, on-demand any or all amount payable by the CCSP to the extent of .....(5% of the Total Value of Contract) as aforesaid at any time up to the validity of the Contract and 60 days beyond completion of all contractual obligations including warranty obligations without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the CCSP. Any such demand made by the DoP on the Insurer shall be conclusive and binding notwithstanding any difference between the DoP and the CCSP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the DoP and further agrees that the guarantee herein contained shall be enforceable till sixty (60) days after the expiry of its validity.

The DoP shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The DoP shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the DoP and the CCSP or any other course or remedy or security available to the DoP. The Insurer shall not be released of its obligations under these presents by any exercise by the DoP of its liberty concerning the aforesaid or any of them or because of any other act or forbearance or other acts of omission or commission on the part of the DoP or any other indulgence shown by the DoP or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the DoP at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the CCSP and notwithstanding any security or other guarantee that the DoP may have concerning the CCSP's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to \_\_\_\_\_ ( 5% of the Total Contract Value) and it shall remain in force up to and including.....[60 days post completion/ expiry of contractual obligations including warranty obligations] and shall be extended from time to time for such period

(not exceeding one year at a time), as may be desired by M/S .....(CCSP's Name) on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of ..... 20..... at.....

**WITNESS:**

1. ....

(Signature)

.....

(Name)

.....

(Official Address)

2. ....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

**Notes :**

- i. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI).
- ii. The DoP shall be the Creditor, the CCSP shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- iii. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per the Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of the Bidder/Insurer issuing the Insurance Surety Bond.
- iv. While getting the Insurance Surety Bond issued, the CCSP is required to ensure compliance with the points mentioned in the form of the Bank Guarantee/ Insurance Surety Bond Verification Checklist. Further, the CCSP is required to fill up this Form and enclose the same with the Insurance Surety Bond.



**BANK GUARANTEE/INSURANCE SURETY BOND VERIFICATION CHECK LIST**

*(To be submitted with PBG, on the issuing Bank's letterhead)*

1. Bank Guarantee/Insurance Surety Bond (ISB) No. & Date: .....
2. Name of Issuing Bank/Branch/Insurance Agency: .....
3. Amount: .....
4. Nature of BG/ISB & No. of Pages : .....
5. Validity of BG/SIB: .....
6. Bidder Reference :

Name

.....

Address

.....

Telephone

.....

Fax

.....

Email

.....

7. Bank / Insurance Agency Reference

Name

.....

Address

.....

Telephone

.....

Fax

.....

Email  
.....

<b>S. No.</b>	<b>Details of Checks</b>	<b>Yes/No</b>
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per the Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the Owner indicated on the back of the stamp paper under the Signature of Stamp Vendor?  (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or Insurance Agency or the Supplier on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	
3.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc., on the BG?	
4.	Is each page of BG duly signed/initialed by the executant and whether stamp of the Bank or Insurance Agency is affixed thereon?	
5.	Whether the last page signed with full particulars including two witnesses under the seal of the Bank or Insurance Agency as required in the prescribed proforma?	
6.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
7.	Are the factual details such as RFP No., Amount of BG, and validity of BG correctly mentioned in the BG?	
8.	Whether overwriting/cutting, if any on the BG have been properly authenticated under the signature & seal of executants?	
9.	Whether BG has been issued by a Bank or Insurance Agency in line with the provisions of Bidding Documents?	
10.	In case BG has been issued by a Bank or Insurance Agency other than those specified in the Bidding Document, is the BG confirmed by a Bank in India or Insurance Agency acceptable as per the Bidding Document?	

### 6.2.26 Technical Presentation

Bidder shall be asked for a technical presentation as outlined below on its understanding of the Scope of Work, Approach and Methodology, Project execution plan, Solution proposed, Risk assessment and mitigation plan. A date of such a technical presentation shall be notified later during which the presentation shall be submitted. The time frame shall be a minimum of one hour.

Topics	Topics to be covered during the Presentation	Approx. Slides expected
1.	Bidders Introduction, Corporate Profile, Technical Resources and Financial Competence	1
2.	Bidder's experience and capability to execute similar Contact Centre Service	2
3.	Bidder's Experience in Executing Contact Centre Service handling 6 Lakh average monthly calls	2
4.	Understanding of the project and the existing environment, requirements, issues and challenges faced (your understanding from RFP)	1
5.	Approach and Methodology for the Project	2
6.	<b>Proposed Technical Solution in each of the following areas</b>	
(a)	Snapshot of the technical solution: <ul style="list-style-type: none"> <li>High-level Architecture of the proposed solution as per requirements of the RFP</li> <li>Scalability, resiliency and security of the proposed solution</li> </ul>	4
(b)	Proposed security solution to safeguard against various threats including hacking attempts, cybercrime, internal/ external threats etc.	2
(d)	Major risks for the project and propose a suitable mitigation plan for each of the identified risk	1
(e)	Methodology, tools and technologies to create, monitor & maintain all the SLAs and manage change requests	2
7.	Project Plan and Proposed Project Management Methodologies <ul style="list-style-type: none"> <li>Implementation and Go-Live phase</li> <li>Post-Go-Live (O&amp;M) Phase</li> <li>If any project management tool proposed to be used</li> </ul>	2
8.	Project Team: Team structure with relevant experience of the proposed project team	1

<b>(a)</b>	Appropriateness of the Project Team for the Implementation Phase (and interviews) <ul style="list-style-type: none"> <li>• Suitability of the Project Manager</li> <li>• Suitability and Structure of the Proposed Project Team             <ul style="list-style-type: none"> <li>○ Functional and Technical SME for Contact Centre Service</li> </ul> </li> </ul>	1
<b>(b)</b>	Appropriateness of the Project Team for Post Implementation (O&M) Phase <ul style="list-style-type: none"> <li>• Suitability of the Project Manager</li> <li>• Suitability and Structure of the Proposed Project Team             <ul style="list-style-type: none"> <li>○ Functional and Technical SME for Contact Centre Service</li> <li>○ Contact Centre Operators</li> </ul> </li> </ul>	1
<b>(c)</b>	Bidder Strategy to manage O&M Phase	3
	TOTAL (Approximate)	45
	Time: 1 Hour, followed by 15 minutes of Q&A	

### 6.2.27 Self-Declaration Format

Date: dd/mm/yyyy

To

Shri Manoj Pragada, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

**Sub:** Self-Declaration for the participation in the bid for “**Contact Centre Service Provider (CCSP)**”

**Ref** : Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir

As an Owner/ Partner/ Director/ Auth. Signatory of \_\_\_\_\_, I/

We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, -

- a) possess the necessary professional, technical, Commercial and managerial resources and competence required by the Bidding Document issued by the DoP;
- b) have fulfilled my/ our obligation to pay such taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having an unblemished record and is not declared ineligible/blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central Government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.

- g) does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified according to debarment proceedings.
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by DoP, my/ our EMD may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

## **6.1 Annexure 3 – Formats for Commercial Bid**

Please refer to the enclosed commercial Excel sheet <Commercial Format\_Contact Center> enclosed along with the RFP document.

\*\*\* End of Document \*\*\*

**Request for Proposal**  
**for**

Selection of Contact Centre Service Provider

**Volume III – Master Service Agreement**

(Tender ID: GEM/2024/B/4894597)

**Department of Posts**

Ministry of Communications

Government of India

May 2024



## Disclaimer

1. The information contained in this 'Request for Proposal' document (the "**RFP**" or "**RFP Document**" or "**RFP document**") or as subsequently provided to the Contact Centre Service Provider (hereinafter referred to as "**CCSP**"), whether verbally or in documentary or in any other form by or on behalf of the Department of Posts (hereinafter referred to as "**DoP**" or "**Authority**") or any of its employees or advisors, is provided to the CCSP on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP document contains brief information about the project for "**Selection of Contact Centre Service Provider (CCSP)**" for the Department of Posts" (hereinafter referred to as "**Project**") by the successful CCSP selected through a competitive bidding process. The purpose of this RFP Document is to provide Bidders with information that may be useful to them in the formulation of their bid and for no other purpose.
3. This RFP is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person but is merely informative in nature, creating no obligation whatsoever. The terms on which the Project is to be developed and the right of the successful CCSP shall be as set out in a separate definitive agreement to be entered into by the concerned parties. The purpose of the RFP is to provide interested parties with information that may be useful to them in making their proposals, both technical and financial, (the "**Bid**" or "**Bid(s)**" or "**Proposal(s)**") according to this RFP. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situations and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP or to be furnished later under the Bidding Documents (as defined hereinafter), by DoP and/or any of its consultants, are only indicative and for the sole purpose of making the information available to interested parties/Bidders that may be useful to them in the formulation of their Bids. Such assumptions, assessments, statements, data and information may not be complete, accurate, adequate or correct. Each CCSP should therefore, before placing reliance on the aforesaid assumptions, assessments, statements, data and information, conduct its investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case the CCSP places reliance on any aforesaid assumptions, assessments,

statements, data and information, then the same shall not in any manner bind/make liable the DoP and/or its consultant(s) or advisors to indemnify the CCSP in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the CCSP on the aforesaid assumptions, assessments, statements, data and information. Each Party shall carry out its due diligence on all relevant issues including financial viability, technical parameters, site conditions, etc. and DoP or its consultant(s)/advisors do not guarantee the financial and technical viability of the Project. This RFP is being made available by DoP to the interested parties on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any applicable law, rule or regulation, is expressly prohibited. The Bidders shall inform themselves about and shall observe any applicable legal requirements in this regard. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

4. Information provided in this RFP to the CCSP is on a wide range of matters, some of which depend upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority, its employees, consultant(s) and advisors accept no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.
5. Neither the information in this RFP nor any other written or oral information concerning the selection process of the CCSP for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement concerning the Project and should not be relied on as such.
6. DoP, its employees, consultant(s) and advisors make no representation or warranty and shall have no liability to any person, including any CCSP, under any law, statute, rule regulation tort, principle of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way concerning the bidding process.
7. DoP, its employees, consultant(s) and advisors also accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any CCSP upon the statements contained in this RFP.

8. DoP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this RFP.
9. Intimation of discrepancies in the RFP document, if any, should be given to the office of DoP immediately by the CCSP. If no written communication is received by DoP, it shall be deemed that the Bidders/applicants are satisfied that the RFP Document is complete in all respects.
10. The issuance of this RFP does not in any way imply that the DoP is bound to select a CCSP or to appoint the Preferred CCSP for the Project. The Authority reserves the right in its sole discretion, to accept or reject any or all of the Bidders or bids without assigning any reasons thereof.
11. The CCSP shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations which may be required by DoP or any other cost incurred in connection with or relating to its Bid. All such costs and expenses will be solely to the account of the CCSP and DoP shall not be liable in any manner whatsoever for the same or any other cost or expense incurred by any CCSP in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.
12. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe inducement or any attempt to do any such act in any manner whatsoever on behalf of the CCSP towards any officer/employee of DoP or to any other person in a position to influence the decision of DoP for extending any favour concerning this RFP or any other contract, shall render the CCSP to such liability/penalty as DoP may deem proper, including but not limited to rejection of the Bid of the CCSP and forfeiture of its Bid Security/ EMD.
13. Laws of the Republic of India apply to this RFP

## Table of Contents

Disclaimer .....	2
1.1 Definitions and Interpretations .....	9
1.1.1. Definitions .....	9
1.1.2 Interpretation .....	13
1.1.3 Measurements and Arithmetic Conventions .....	14
1.1.4 Ambiguities within the Agreement .....	14
1.1.5 Priority of Documents .....	14
1.2 Scope of Work.....	15
1.3 Term and Duration of the Agreement .....	16
1.4 Conditions Precedent .....	16
1.4.1 Payment obligations to take effect upon fulfilment of Conditions Precedent .....	16
1.4.2 Non-fulfilment of CCSP's Conditions Precedent.....	17
1.5 Key performance measurement .....	17
1.5.1 Obligations under Service Levels and Change of Control.....	18
1.5.2 Final testing and certification .....	20
1.5.3 Liquidated Damages and Service Levels .....	20
1.6. Representations and Warranties .....	21
1.6.1 Representations and warranties of the CCSP .....	21
1.6.2 Representations and warranties of the DOP .....	23
1.7. Obligations .....	24
1.7.1 Obligations of DoP .....	24
1.7.2 Obligations of CCSP .....	24
1.8 Acceptance of Deliverables and Testing.....	24
1.8.1 Acceptance of Deliverables .....	24
1.8.2 Acceptance Procedure .....	25
1.8.3 Acceptance .....	27
1.9. Use of Assets by the CCSP.....	27
1.10. Access to DoP or its Nominated Agencies .....	28
1.10.1 Access to locations.....	28
1.10.2 Limitation on access to locations .....	28
1.11. Management of Project .....	29
1.11.1 Governance.....	29
1.11.2 Security and Safety .....	29
1.11.3 Cooperation.....	30
1.12. Financial Matters.....	30
1.12.1 Terms of Payment .....	30
1.12.2 Invoicing and Settlement .....	31
1.12.3 Tax and Deductions.....	32

1.13.	Events of Default, Termination and Suspension .....	34
1.13.1	Events of Default by CCSP .....	34
1.13.2	Consequences for Events of Default .....	36
1.13.3	Termination for Breach / Default.....	36
1.13.4	Termination for Convenience .....	37
1.13.5	Effects of Termination .....	37
1.13.6	Termination of Agreement due to Bankruptcy of the CCSP .....	38
1.13.7	Rights other than Termination .....	39
1.13.8	Suspension .....	39
1.14.	Indemnification and Limitation of Liability .....	40
1.14.1	General Indemnity.....	40
1.14.2	IPR Indemnity .....	40
1.14.3	Conditions for Indemnity.....	40
1.14.4	Risk Purchase .....	41
1.14.5	Limitation of Liability .....	42
1.14.6	Allocation of liability .....	42
1.15.	Force Majeure .....	43
1.15.1	Definition of Force Majeure .....	43
1.15.2	Force Majeure Events .....	43
1.15.3	Notification Procedure for Force Majeure .....	44
1.15.4	Allocation of costs arising out of Force Majeure .....	44
1.15.5	Consultation and duty to mitigate .....	45
1.16.	Confidentiality .....	45
1.17.	Audit, Access and Reporting .....	47
1.18.	Ownership and Intellectual Property Rights.....	48
1.19.	Warranty .....	49
1.20.	Insurance Cover.....	50
1.20.1	Obligation to Maintain Insurance .....	50
1.20.2	Certificates of currency.....	51
1.20.3	Non- compliance .....	51
1.21.	Miscellaneous .....	51
1.21.1	Personnel .....	51
1.21.2	Independent Contractor .....	53
1.21.3	Assignment.....	53
1.21.4	Trademarks, Publicity .....	54
1.21.5	Notices .....	54
1.21.7	Modifications/ Amendments, Variations and Further Assurance .....	55
1.21.8	Severability and Waiver and Forbearance .....	56
1.21.9	Compliance with Applicable Law .....	56

1.21.10 Professional Fees.....	57
1.21.11 Ethics.....	57
1.21.12 Entire Agreement.....	57
1.21.13 Conflict of Interest.....	58
1.22. Performance Bank Guarantee.....	58
1.23. Governing Law and Dispute Resolution.....	59
2. Schedules.....	61
2.1 Schedule I – Audit, Access and Reporting.....	61
2.2 Schedule II – Project Deliverables and Payment Schedule.....	64
2.3 SCHEDULE – III – EXIT MANAGEMENT SCHEDULE.....	65
2.4 Schedule IV: GOVERNANCE SCHEDULE.....	70
2.5 Schedule V: CHANGE CONTROL SCHEDULE.....	73
3. Annexures.....	76
3.1. Annexure A–Format for Change of Control.....	76
3.2 Annexure B- Bid Response/ Proposal.....	77
3.3 Annexure C: NON-DISCLOSURE AGREEMENT.....	78
3.4 Annexure D: INTEGRITY PACT.....	79
3.5 Annexure E: INDIVIDUAL CONFIDENTIALITY UNDERTAKING.....	80
3.6 Annexure F: CHANGE CONTROL NOTE (CCN).....	81

# 1. MASTER SERVICES AGREEMENT

**THIS MASTER SERVICE AGREEMENT (“Agreement”)** is made on this the <\*\*\*> day of <\*\*\*> 20... at <\*\*\*>, India.

## **BETWEEN**

THE PRESIDENT OF INDIA acting through Shri (Officer Name), Department of Posts, Ministry of Communications, Government of India having its office at Dak Bhawan, Sansad Marg, New Delhi- 110001, hereinafter referred to as ‘**Department of Posts**’ or ‘**DoP**’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the First Part

## **AND**

<\*\*\*>, a Company incorporated under the Companies Act, 1956 / 2013, having its registered office at <\*\*\*> (hereinafter referred to as ‘**Contact Centre Service Provider**’ or ‘**CCSP**’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

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

## **WHEREAS:**

1. Department of Posts is desirous to select Contact Centre Service Provider for providing the services detailed in Vol I of the RFP (hereinafter referred to as “Project”).
2. In furtherance of the same, DoP undertook the selection of a suitable CCSP through a competitive bidding process available on Government eMarketplace (GeM) for implementing the Project and on this behalf issued a Request for Proposal (RFP) dated <\*\*\*> vide No. \_\_\_\_\_(hereinafter referred to as “RFP”).
3. The successful bidder has been selected as the Contact Centre Service Provider (CCSP) based on the bid response set out in Annexure-B of this Agreement (hereinafter referred to as the “Proposal”), to undertake the execution of the Project.
4. DoP has agreed to appoint the CCSP to execute the work as per the terms of the RFP and has issued a letter of award dated \_\_\_\_\_ notifying the CCSP of its selection

as successful bidder (hereinafter referred to as “Letter of Award” / “LOA”);

5. The CCSP has accepted the Letter of Award vide its acceptance letter dated \_\_\_\_\_ (hereinafter referred to as ‘Acceptance of Letter of Award’).

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

## 1.1 Definitions and Interpretations

### 1.1.1. Definitions

Terms and expressions used in this Agreement shall have the meanings set out below.

Term	Meaning
<b>Adverse Effect</b>	means the material adverse effects on (a) the ability of the CCSP or DoP to exercise any of its rights or perform/discharge any of its duties/obligations under and following the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
<b>Agreement</b>	means Master Services Agreement (MSA) along with Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA), Integrity Pact (IP), the contents and specifications of RFP, RFP Amendments and clarifications (if any), the Proposal, the Letter of Award issued by DoP, the Acceptance of Letter of Award from the CCSP together with Annexures, Schedules, referenced documents and all amendments/ addendums, corrigendum, and changes thereto;
<b>Applicable Law(s)</b>	means laws of India and shall include 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;



**Confidential Information**

means all information including DoP's Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, methodologies, technologies, intellectual property, Personal Data, Sensitive Personal Data, data, trade secrets, research and development, design rights, flow charts, diagrams, quality manuals, checklists, guidelines, know-how, plans, budgets, methods and procedures of operation, source code materials, specifications, programs, software packages, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature 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);

Confidential Information may also include the Confidential Information of DoP's clients, licensors, alliances, contractors, and advisors.

"Personal Data" shall mean any data/information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available, is capable of identifying such natural person and "Sensitive Personal Data" shall mean personal data revealing, related to, or constituting, as may be applicable — (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.

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, is “Confidential Information”.
<b>Control</b>	means, concerning any business entity, the power of a person to secure  (i) utilizing the holding of shares or the possession of voting power in or concerning that or any other business entity, or  (ii) by 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 following that person’s wishes and concerning 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;
<b>Deliverables</b>	means the services, products, solutions and infrastructure, all the activities to be delivered by the CCSP in pursuance of the Agreement as defined more elaborately in the scope of work (Vol I of RFP) and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
<b>Effective Date</b>	shall have the same meaning ascribed to it in Clause 1.3;
<b>Force Majeure</b>	shall have the same meaning ascribed to it in Clause 1.15;
<b>Final Acceptance Test</b>	shall be conducted on completion of provisioning, integration, testing, acceptance of solution by DoP for Contact Centre Services and other terms as detailed under Vol I of the RFP.
<b>Final Testing and Certification Agency</b>	shall be either DoP itself or a third-party agency appointed by DoP
<b>Gol</b>	means the Government of India;
<b>Indemnifying Party</b>	shall have the same meaning ascribed to it in Clause 1.14.1;

<b>Indemnified Party</b>	shall have the same meaning ascribed to it in Clause 1.14.1;
<b>Intellectual Property Rights or IPR</b>	means any patent, design and copyright, trademark, trade name, trade secret, permit, service marks, brand, proprietary information, knowledge, technology, licenses, databases, computer programs, software, know- or other form of intellectual property right, title, benefits, interest, 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);
<b>Material Breach</b>	means a breach by either Party (Department of Posts or CCSP) of any of its obligations under this Agreement which has or is likely to harm the Project which such Party shall have failed to cure;
<b>Parties</b>	means Department of Posts and CCSP for this Agreement and " <b>Party</b> " shall be interpreted accordingly;
<b>Department of Posts Data</b>	means all proprietary data of the Department of Posts generated out of operations and transactions, documents, all data of postal, banking and insurance and related information including but not restricted to user data which the Authorized provider obtains, possesses or processes in the context of providing the Services to the users according to this Agreement;
<b>Services</b>	means the services delivered or to be delivered to the Stakeholders of the Department of Posts, employees of, and professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the CCSP including the tools of information and communications technology as specified in Volume I of the RFP and includes all Deliverables to be provided as part of the Services or Scope of Work.
<b>SLA or Service Levels</b>	means the level of service and other performance criteria that will apply to the Services and Deliverables delivered by the CCSP as described in Section 5 of Vol I of RFP;
<b>Service Specifications</b>	means and includes detailed descriptions, statements of technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified

	in the Agreement as well as those specifications relating to Industry standards and codes applicable to the performance of the Services and Scope of Work, work performance quality and the specifications affecting the Services and Deliverables or any additional specification required to be produced by the CCSP to meet its obligations under this Agreement
<b>Stakeholders</b>	means the Department of Posts or its nominated agencies, its employees, professionals etc.
<b>Term</b>	Shall have the meaning ascribed to it under Clause 1. 3
<b>Third Party Systems</b>	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the DoP or CCSP and to which CCSP has been granted a license to use and which are used in the provision of Services
<b>Total Value of Contract</b>	means the amount quoted by CCSP in its commercial proposal

### 1.1.2 Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) use of any gender includes the other genders;
- c) references to a 'company' shall be construed to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a 'person' shall be construed to include any individual, firm, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any 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) references to times are to Indian Standard Time;

- g) 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
- h) All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

### **1.1.3 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.

### **1.1.4 Ambiguities within the Agreement**

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 the provisions of the Agreement and the RFP and the Proposal, the Agreement shall prevail
- iv. As between the provisions of the RFP and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP
- v. as between any value written in numerals and that in words, the value in words shall prevail.

### **1.1.5 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. Valid and authorized amendments issued to this Agreement
- ii. This Agreement
- iii. Service Levels/SLA
- iv. NDA Agreement and Integrity Pact
- v. Schedules and Annexures of this Agreement
- vi. Letter of Award
- vii. The RFP along with subsequently issued corrigenda/clarifications
- viii. Any other document listed in the RFP as forming part of this Agreement
- ix. Technical and financial proposal submitted by the CCSP, to the extent they along with subsequently issued clarifications furnished by the CCSP 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 and specifications of the RFP and the RFP shall prevail over the contents and specifications of the technical and financial proposal submitted by the CCSP with their clarifications and responses to RFP.

## **1.2 Scope of Work**

- 1.2.1 In consideration of the award of the work under the RFP to CCSP and undisputed payments to be made by the DoP, to the CCSP as hereinafter mentioned, the CCSP hereby covenants with the DoP to provide the Services and to remedy defects therein in conformity with all the respects with the provisions of the Agreement.
- 1.2.2 The DoP hereby covenants to pay such undisputed amounts to the CCSP in consideration of the provision of the Services and the remedying of defects therein, the Total Contract Value or such other undisputed sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed under the Agreement.
- 1.2.3 Without prejudice to the generality of clause 1.2.2 above, the CCSP is required to provide such services and support as the DoP may deem proper and necessary,

during the term of the Agreement, including all such processes and activities that are consistent with the Proposal, the RFP and this Agreement and are deemed necessary by the DoP, to meet its business requirements (hereinafter 'Scope of Work' including the scope of work specified in Volume I of the RFP and clarification thereof, and Annexures thereof).

### **1.3 Term and Duration of the Agreement**

This Agreement shall come into effect on \_\_\_\_\_, 2024 (hereinafter the 'Effective Date') and shall be for a duration of 6 years and 4 months from the date of on-boarding of agency ("Term") extendable to a further period of 1+1 years solely at the discretion of DoP and will be binding on CCSP. The Agreement shall continue till the date of completion of the operation and maintenance to the DoP or its nominated agencies unless terminated earlier, in which case the contract will get terminated on fulfilment of all obligations mentioned as per clause 1.13 and Exit Management Schedule (Schedule III).

### **1.4 Conditions Precedent**

#### **1.4.1 Payment obligations to take effect upon fulfilment of Conditions Precedent**

The rights of the CCSP to receive payments, and the obligation of the DoP to make payments under this Agreement, shall take effect only upon fulfilment of all the Conditions Precedent set out below. The DoP reserves the right to waive any or all of the conditions specified below in writing and no such waiver shall affect or impair any right, power or remedy that the DoP may otherwise have. Also, the waiver shall be conditional and specific and shall not be considered a general waiver for the duration of the Agreement.

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.

The CCSP shall be required to fulfil the Conditions Precedent which are as follows:

- (i) Furnishing by the CCSP, within 14 days of issuance of Letter of Award by the DoP to the CCSP, an unconditional, irrevocable and continuing Performance Bank Guarantee equivalent to 5% of the Total Contract Value, in a form and manner acceptable to the DoP which would remain valid from the date of

issuance till 60 days beyond the expiry of contract obligations including warranty obligations.

- (ii) Furnishing of such other documents, including the copy of the Corporate Non-Disclosure Agreement and any other documents as the DoP may specify before the signing of this Agreement.
- (iii) To provide the DoP 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 CCSP.
- (iv) Furnish proof of registration with Competent authority in case CCSP is providing services through an entity sharing a border with India.

#### **1.4.2 Non-fulfilment of CCSP's Conditions Precedent**

- (i) If any of the Conditions Precedent of the CCSP have not been fulfilled within 15 days of the signing of this Agreement and the same have not been waived fully or partially by DoP or its nominated agencies, this Agreement shall cease to exist;
- (ii) If the Agreement fails to come into effect on account of non-fulfilment of the CCSP's Conditions Precedent, the DoP or its nominated agencies shall not be liable in any manner whatsoever to the CCSP and the CCSP shall forthwith forfeit the Earnest Money Deposit, if taken.
- (iii) If possession of any of the DoP or its nominated agencies' facilities has been delivered to the CCSP before the fulfilment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to DoP or its nominated agencies, free and clear from any encumbrances or claims.

### **1.5 Key performance measurement**

- (i) Unless specified by the DoP to the contrary, the CCSP shall perform the Services and carry out the Scope of Work under the terms of this Agreement and the Service Specifications as laid down in Volume I of the RFP.
- (ii) If the Service Specification includes more than one document, then unless the DoP and/or Document so executed by and between the Parties specifies to



the contrary, the document submitted later in time shall prevail over a document of an earlier date to the extent of any inconsistency.

- (iii) The DoP reserves the right to amend any of the terms and conditions concerning the Agreement / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. If the suggested amendments or new directions require the CCSP to provide more resources, outside the agreed scope of work, the DoP shall bear mutually agreed additional expenses for the same.
  
- (iv) The CCSP shall commence the performance of its obligations under the Agreement from the Effective Date and shall proceed to carry out the Services with diligence and expedition under any stipulation as to the time, manner, mode, and method of execution contained in this Agreement. The CCSP shall be responsible for and shall ensure that all the Services are performed following the specifications and that the CCSP's personnel complies with such specifications and all other standards, terms and other stipulations/conditions set out here.

### **1.5.1 Obligations under Service Levels and Change of Control**

#### **1.5.1.1 Service Levels:**

- i. The CCSP shall commence the performance of its obligations in a manner as specified in the Scope of Work, Service Levels and other provisions of the Agreement from the Effective Date.
  
- ii. The CCSP shall proceed to carry out the activities/services with diligence and expedition under any stipulated as to the time, manner, mode, and method of execution contained in this Agreement.
  
- iii. The CCSP shall be responsible for and shall ensure that all activities/services are performed following the Agreement, Scope of Work, Services Specifications and Service Levels and that the CCSP's team complies with such specifications and all other standards, terms, and other stipulations/conditions set out hereunder.

- iv. The CCSP shall perform the activities/ services and carry out its obligations under the Agreement with due diligence, efficiency and economy, under generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe effective equipment, machinery, materials and methods. The CCSP shall always act, in respect of any matter relating to this Agreement, as faithful advisors to the DoP and shall, at all times, support and safeguard the DoP's legitimate interests in any dealings with CCSP 's Team and Third parties.
- v. The Goods or services supplied under this Agreement shall confirm the Standards mentioned in the technical specifications given in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the CCSP following the Agreement and the terms specified by the DoP in the Purchase Order.

#### **1.5.1.2 Change of Control**

- i. In the event of a change of Control of the CCSP during the Term, the CCSP shall notify within one week to DoP of the same in the format set out as Annexure A of this Agreement.
- ii. If the net worth of the surviving entity is less than that of the CCSP before the Change of Control, the DoP may within 30 days of becoming aware of such change in control, require a replacement of the existing Performance Guarantee (with the same or higher value) furnished by the CCSP from a guarantor acceptable to the DoP (which may or may not be the CCSP or any of its associated entities).
- iii. If such a guarantee is not furnished within 30 days of the DoP requiring the replacement, the DoP may exercise its right to terminate this Agreement within a further period of 30 days by written notice, to become effective as specified in such notice.
- iv. According to termination, the effects of termination as set out in Clause 1.13 of this Agreement shall follow.
- v. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the CCSP shall not be deemed to be 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.

### **1.5.2 Final testing and certification**

Except as otherwise provided in the RFP, the Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the DoP and the CCSP as under:

- i. Final testing and certification criteria will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software including the processes relating to the design of solution architecture, coding, testing, business process description, documentation, version control, change management, security, service-oriented architecture, performance to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement;
- ii. Final testing and certification criteria will be finalized from the development stage to ensure that the guidelines are being followed and to avoid large-scale modifications according to testing done after the application is fully developed;
- iii. Final testing and certification criteria will consider conducting specific tests on the software, security and all other aspects;
- iv. Final testing and certification criteria will establish appropriate processes for notifying the CCSP of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the CCSP to take corrective action; etc. Final acceptance test criteria will also adhere to the requirements as detailed in volume –I of the RFP.

### **1.5.3 Liquidated Damages and Service Levels**

Time is the essence of the Agreement and the delivery dates are binding on the CCSP. The CCSP shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels mentioned in the RFP. If the CCSP fails to achieve the Timelines or the Service Levels due to reasons attributable to the CCSP, the CCSP shall be liable to pay liquidated damages as per Volume I of the RFP. Payment of liquidated damages shall not be the sole and exclusive remedies available to the DoP and the CCSP shall not be relieved from any obligations by payment of such liquidated damages. Liquidated damages will be capped as mentioned in Volume I of the RFP. The right to claim any liquidated damages shall

be without prejudice to other rights and remedies available to DoP under the contract and law.

If the liquidated damages cross the cap on liquidated damages mentioned in Volume I of the RFP, DoP shall have the right to terminate the Agreement for default and consequences for such termination for default as provided in this Agreement and as per applicable law shall be applicable. Each of the Parties shall ensure that the range of the Services/Deliverables under the Service Levels shall not be varied, reduced or increased except with the prior written agreement between the DoP and the CCSP.

## **1.6. Representations and Warranties**

### **1.6.1 Representations and warranties of the CCSP**

The CCSP hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 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. It has the financial standing and capacity to undertake the Project and obligations following the terms of this Agreement;
- v. In providing the Services, it shall use best efforts not to cause any unnecessary disruption to DoP's normal business operations;
- vi. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it following the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it following the terms hereof;
- vii. The information furnished in the Proposal is true and accurate as submitted by

CCSP in all respects as of the date of this Agreement;

- viii. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, or 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 does not know of any violation or default concerning any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality that 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 harm 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 DoP or its nominated agencies concerning any 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;
- 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 DoP or its nominated agencies in connection therewith;
- xiv. That the CCSP shall procure all the necessary permissions and adequate approvals and licenses for the use of various software and any copyrighted process/product for use of the copyright/process/products that the CCSP has proposed to supply under this Agreement free from all claims, titles, interests and liens thereon;

- xv. That the representations made by the CCSP in its Proposal and this Agreement are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Agreement and the RFP and unless the DoP specifies to the contrary, the CCSP shall be bound by all the terms of the Agreement. No representation or warranty by CCSP contained herein or in any other document furnished by it to DoP or its nominated agencies concerning the Required Consents contains or shall contain any untrue or misleading statement of a material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;

### **1.6.2 Representations and warranties of the DOP**

DoP represents and warrants to the CCSP 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. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it following the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it following the terms thereof;
- v. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, or constitute a default under 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;
- vi. It has complied with Applicable Laws in all material respects.

## 1.7. Obligations

### 1.7.1 Obligations of DoP

Without prejudice to any other undertakings or obligations of the DoP under this Agreement or the RFP, the DoP shall perform the following:

- i. Provide any reasonable support through personnel to design, deploy, test, implement and operate the DoP Contact Centre Service(s) (components of project) etc during the Term;
- ii. Provide any reasonable support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the DoP Contact Centre System(s) whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- iii. The DoP will provide the data (including in electronic form wherever available) to be migrated;

### 1.7.2 Obligations of CCSP

- i. It shall provide to the DoP or its nominated agencies, the Deliverables as set out in terms of this Agreement.
- ii. It shall perform the Services as set out in Clause 1.2 of this Agreement and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and to comply with the applicable Service Levels set out with this Agreement.
- iii. It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP.
- iv. Additional roles and responsibilities of CCSP: as specified under Vol I of the RFP.

## 1.8 Acceptance of Deliverables and Testing

### 1.8.1 Acceptance of Deliverables

The successful completion of the Project requires the acceptance by the DoP of all the Deliverables prepared and delivered according to the Project. The acceptance procedure described in clause 1.8 is in addition to, and not in derogation of, the acceptance procedure provided in Volume I of the RFP and the two are to be read harmoniously. Upon completion of a Deliverable, the CCSP will notify DoP in writing that the Deliverable has been completed and, in the case of Deliverables constituted of

Software/ Services (“Operational Deliverables”), tested and/or certified as being ready for acceptance (“Ready for Acceptance”) by the DoP. Promptly after receiving such notice, the DoP will evaluate the Deliverable for acceptance following Clause 1.8 or specific provisions provided in the RFP. The acceptance process outlined below shall not be deemed to extend the Timelines / scheduled completion date for any deliverables specified in the RFP.

### **1.8.2 Acceptance Procedure**

Acceptance by the DoP (“Acceptance”) requires that the Deliverables be confirmed in writing by the DoP to meet applicable acceptance criteria (“Acceptance Criteria”) which, in the case of Operational Deliverables, will include the successful completion of agreed acceptance and performance testing and will also include meeting the specifications, performance standards and functional/non-functional requirements set out in the RFP. The CCSP shall prepare and propose the test procedures, which shall be described in the Acceptance Criteria for each Deliverable and shall be subject to agreement by the DoP. While designing the acceptance test procedures the requirements as mentioned in Volume I of the RFP need to be adhered to. The Acceptance tests and test procedures shall be sufficiently broad in scope and rigorous to verify that the DoP Contact Centre Service(s) and all other Deliverables meet all applicable specifications (including SRS and FRS), acceptance criteria and performance requirements, including assurance that the Deliverables/software meet such tests of operational integrity as may be reasonably required by the DoP. The Acceptance tests shall also consist of stress tests and other tests specified in Volume I of the RFP. Acceptance procedures for Written Deliverables (which are all Deliverables other than Operational Deliverables) and Operational Deliverables are as follows:

- i. Written Deliverables:
  - a) The CCSP may submit interim drafts of written Deliverables (e.g. designs and documentation) to the DoP for review. The DoP agrees to review each interim draft within a reasonable period after receiving it from the CCSP. When the CCSP delivers a final written Deliverable to the DoP, the DoP will have the opportunity to review such written Deliverable for an acceptance period of at least seven (7) days (the “Acceptance Period”).
  - b) The DoP agrees to notify the CCSP in writing either stating that the applicable written Deliverable is accepted/rejected in the form delivered by the CCSP or describing with



reasonable particularity any defects/deficiencies that must be corrected before acceptance of such written Deliverable.

- c) If the DoP delivers to the CCSP a notice of rejection/defects/deficiencies, the CCSP will correct the described defects/ deficiencies as quickly as possible and, in any event, within such reasonable period specified by the DoP in its notice of the rejection/deficiencies. Upon receipt of a corrected written Deliverable from the CCSP, the DoP will have a period of at least seven (7) days to review the corrected written Deliverable.

ii. Operational Deliverables:

- a) To the extent not already specified in the RFP or the agreed Project Plan, before the date on which the CCSP is scheduled to deliver each Operational Deliverable to the DoP, the CCSP and the DoP will agree upon the testing procedures for the Operational Deliverable, including without limitation detailed test cases and expected results (the "Acceptance Tests"). The Acceptance Tests will be designed to determine whether the Operational Deliverable contains any defects or deficiencies. The DoP will have the opportunity during the Acceptance Period to evaluate and test each Operational Deliverable following the following procedures by executing the Acceptance Tests. The Acceptance Tests may be varied with the mutual consent of the Parties if required.
- b) Deliverables/SOPs related to routine operations of application support shall be submitted by the CCSP.
- c) When the CCSP has completed an Operational Deliverable, the CCSP will deliver the Operational Deliverable to the DoP. The CCSP shall notify the DoP when the Operational Deliverable is ready for Acceptance. Such notice will start the Acceptance Period, which will be at least fifteen (15) days.
- d) The DoP shall notify the CCSP in writing stating that the Operational Deliverable is accepted/rejected in the form delivered by the CCSP or describing the defects/deficiencies as provided in Clause 1.8.2 (ii) (e) below.
- e) If the DoP determines that the Operational Deliverable as delivered by the CCSP deviates from its approved specifications or otherwise fails to complete applicable Acceptance Tests (or a defect), the DoP will inform the CCSP in writing, describing the defect(s) in sufficient detail to allow the CCSP to recreate/rectify them. The CCSP will correct any defects in an Operational Deliverable as quickly as possible after receiving the DoP's notice of the defects and, in any event, within ten (10) days after receiving such notice (unless a different period is otherwise specified in the notice of defect sent by the DoP), and provide the corrected Operational Deliverable to DoP for re-testing within such specified period.

- f) The DoP will have a reasonable additional period after receipt of the corrected Operational Deliverable to re-test it to confirm its proper functioning. The CCSP will correct any further defects identified by the DoP during the re-test as quickly as possible, but in no event, unless otherwise directed by the DoP, more than five (5) days after the DoP notifies the CCSP of the further defects.

iii. Correction of Defects / Deficiencies in Deliverables:

- a) If the CCSP is unable to correct all the defects/deficiencies preventing the Acceptance of a Deliverable for which the CCSP is responsible after a reasonable number of repeated efforts (but not more than three (3)), the DoP may at its election:
- Allow the CCSP to continue its efforts to make corrections; or
  - Accept the Deliverable with its defects/deficiencies and deduct such proportionate amounts from the CCSP's fees as deemed appropriate by the DoP; or
  - Terminate this Agreement for cause following the procedures outlined in Clause 1.13 (except that DoP is under no obligation to provide the CCSP any further opportunity to cure) and recover its damages subject to the limitations outlined in this Agreement.

### **1.8.3 Acceptance**

The DoP shall be deemed to have accepted the Deliverables upon the date of delivery to the CCSP by the DoP of a notice (the "Acceptance Notice") to that effect.

## **1.9. Use of Assets by the CCSP**

During the Term, the CCSP shall:

- i. Take all reasonable and proper care of the entire facilities leased/owned/operated by the CCSP (for itself or the DoP or on behalf of the DoP) exclusively in terms of ensuring their usability for the delivery of the Deliverables and services as per this Agreement (hereinafter the "Assets");
- ii. Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the CCSP takes control of and/or first uses the Assets and during the entire Term of the Agreement;
- iii. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the CCSP will be followed by the CCSP and any person who will be responsible for the use of the Assets;

- iv. Take such steps as may be properly recommended by the manufacturer of the Assets and notify the CCSP or as may, in the reasonable opinion of the CCSP, be necessary to use the Assets safely;
- v. Ensure that the Assets that are under the control of the CCSP, are kept suitably housed and in conformity with the Applicable Law and terms agreed with the DoP;
- vi. Procure permission from the DoP or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited to inspect the same, subject to any reasonable third party requirements;
- vii. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to the Applicable Law.

## **1.10. Access to DoP or its Nominated Agencies**

### **1.10.1 Access to locations**

For so long as the CCSP provides services to the locations of the DoP or its nominated agencies, the DoP shall, subject to compliance by the CCSP with any safety and security guidelines that may be provided by the DoP and notified to the CCSP in writing, provide the CCSP, on a non-permanent basis and to the extent necessary, with:

- i. Reasonable access to the location from where services are to be performed (except such locations like the CCSP's offices etc. over which the CCSP has control);
- ii. Subject to sub-clause (i) above, reasonable workspace, access to office equipment as mutually agreed and other related support services in such location and at such other locations of the DoP as the case may, if any, as may be reasonably necessary for the CCSP to perform its obligations hereunder.

### **1.10.2 Limitation on access to locations**

Access to locations, office equipment and services shall be made available to the CCSP on an "as is, where is" basis by the DoP as the case may be or its nominated agencies. The CCSP agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in the RFP 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 that constitutes a violation of any law or a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality); or
- iii. For their purpose or for conducting their own business or for providing services to any third party.

## **1.11. Management of Project**

### **1.11.1 Governance**

The review and management process of this Agreement shall be carried out following the Governance Schedule set out in Schedule IV.

### **1.11.2 Security and Safety**

- i. The CCSP shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act, Digital Personal Data Protection Act, 2023 or any other Applicable Law (as amended from time to time), Information Security Management System (ISMS) and Cyber Crisis Management Plan (CCMP) of DoP and follow the industry standards related to safety and security (including those as specified by the DoP from time to time), insofar as it applies to the provision of the Services / Deliverables under this Agreement.
- ii. The CCSP shall also comply with the DoP or the Government of India security standards and policies in force from time to time at each location of which the DoP or its nominated agencies make the CCSP aware in writing in so far as the same applies to the provision of the Deliverables and the Services.
- iii. The Parties 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 DoP as the case may be or any of their nominees' data, facilities or the Confidential Information.
- iv. The CCSP shall upon reasonable request by the DoP 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 CCSP shall promptly report in writing to the DoP or its nominated agencies, any act or omission that they are aware could harm the proper conduct of safety and information technology security at the facilities of the DoP as the case may be.

### **1.11.3 Cooperation**

Except as otherwise provided elsewhere in this Agreement, each Party (“Providing Party”) to this Agreement undertakes promptly to provide the other Party (“Receiving Party”) with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- i. Does not require material expenditure by the Providing Party to provide the same;
- ii. Is reasonably required by the Receiving Party for it to comply with its obligations under this Agreement;
- iii. Cannot be construed to be Confidential Information; and
- iv. Is capable of being provided by the Providing Party.
- v. Further, the CCSP agrees to cooperate with the consultants, contractors, stakeholders and subcontractors of the DoP as reasonably requested to accomplish the purposes and objectives of this Agreement.

## **1.12. Financial Matters**

### **1.12.1 Terms of Payment**

- i. Subject to the provisions of this Agreement and subject always to the fulfilment by the CCSP of its obligations herein, in consideration of the obligations undertaken by the CCSP under this Agreement, the DoP shall pay such undisputed amounts to the CCSP for the successful delivery of the Services in pursuance of this Agreement, following the Terms of Payment Schedule set out as Schedule II of this Agreement.
- ii. No invoice for extra work/change order on account of change order will be submitted by the CCSP unless the said extra work /change order has been authorized/approved by the DoP in writing following the clause on Change Order.
- iii. In the event of the DoP noticing at any time that any amount has been disbursed wrongly to the CCSP or any other amount is due from the CCSP to the DoP, the DoP may without prejudice to its rights to recover such amounts by other means, after notifying the CCSP to deduct such amount from any payment falling due to the CCSP. The details of such recovery, if any, will be intimated to the CCSP. The CCSP shall receive the payment of the undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the DoP or the CCSP.
- iv. All payments are subject to deductions of applicable liquidated damages as provided

for in the SLA section of Vol-1. For the avoidance of doubt, it is expressly clarified that the DoP will calculate a financial sum and debit the same against the terms of payment as set out in Schedule II of this Agreement as a result of the failure of the CCSP to meet the Timelines and/or Service Level.

- v. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the DoP shall not be required to make any payments in respect of the Services, the Deliverables, obligations and scope of work mentioned in the RFP and this Agreement other than those covered in Schedule II 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 the performance of obligations under the RFP and Agreement.
- vi. The CCSP shall not increase the fee of the Services being consumed by DoP during the entire duration of the Project unless there is an agreed provision in the Agreement.
- vii. In case of a decrease in rates by CCSP, CCSP shall pass the benefit of the same over and above the Total Contract Value. In case of such change, CCSP shall submit proof of change in rates with necessary supporting documents to DoP. The CCSP shall incorporate such changes into subsequent regular invoices for payment.
- viii. The CCSP shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees (and any penalties, interest, and other additions thereto) that are imposed on it upon or concerning the transactions and payments under this Agreement.
- ix. **Payment against time-barred claims:**

All claims against DoP shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. DoP is entitled to, and it shall be lawful for it to reject such claims.

### **1.12.2 Invoicing and Settlement**

- i. The CCSP shall submit its invoices following the below principles:
  - a) Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the CCSP shall raise an invoice as per Schedule II of this Agreement; and
  - b) Any invoice presented following this Clause shall be in a form agreed with the DoP.

- ii. The CCSP alone shall raise invoices for all the payments after receiving due approval of the completion of payment milestones from the DoP or any nominated agency. Such invoices shall be correct and accurate and shall be raised on time.
- iii. Subject to the accomplishment of obligations of the CCSP and delivery of the Deliverables and the Services to the satisfaction of the DoP. Payments will be subject to the deduction of applicable liquidated damages or SLA penalties. The penalties are imposed on the CCSP as per the SLA criteria specified in the SLA.
- iv. Notwithstanding anything contained in clause (iii) above, the DoP shall be entitled to withhold part payment of any invoice or part of it where the DoP disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within a reasonable time of receipt of the applicable invoice. The disputed/withheld amount shall be settled following the governance procedure as set out in the Governance Schedule outlined in Schedule IV which shall be settled within reasonable time after notice of reference. However, the DoP shall release the disputed amounts as soon as reasonably possible, upon the resolution of the dispute. Any exercise by the DoP under this clause shall not entitle the CCSP to delay or withhold the performance of its obligations or delivery of Deliverables/Services under this Agreement.
- v. If DoP requires any document or proof or approvals (intra-department), it shall, at its sole discretion, withhold payment (to the extent of the maximum penalty amount specified in SLA) and process the balance amount.

### **1.12.3 Tax and Deductions**

- i. All payments to the CCSP shall be subject to the deductions of tax at source under the Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule or regulation. The DoP shall provide the CCSP with the original tax receipt of any withholding taxes paid by the DoP or its nominated agencies on payments under this Agreement within a reasonable time after payment. All costs, damages or expenses which the DoP may have paid or incurred, for which under the provisions of the Agreement, the CCSP is liable, the same shall be deducted by the DoP from any dues to the CCSP. All payments to the CCSP shall be made after making necessary deductions as per terms of the Agreement, including recovery of mobilization advance, if any, and recoveries towards facilities, if any, provided by the DoP to the CCSP on a chargeable basis. The CCSP shall pay for all other taxes in connection with this

Agreement, SLA, 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 CCSP shall bear all personnel taxes levied or imposed on CCSP and/or its personnel, CCSPs, consultants etc. on account of payment received under this Agreement. The CCSP shall bear all corporate taxes, levied or imposed on the CCSP on account of payments received by it from the DoP for the work done under this Agreement. The CCSP shall bear all taxes and duties etc. levied or imposed on the CCSP under the Agreement including but not limited to Customs duty, Excise duty and all Income Tax levied under the Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by it from the DoP for work done under the Agreement. It shall be the responsibility of the CCSP to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The CCSP shall also provide the DoP with such information, as may be required concerning the CCSP's details of payment made by the DoP under the Agreement for proper assessment of taxes and duties. The CCSP or their personnel shall bear all the taxes if any, levied on the CCSP's personnel. The amount of tax withheld by the DoP shall at all times be following Indian Tax Law and the DoP shall promptly furnish to the CCSP original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The CCSP agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Agreement.
- iii. The CCSP agrees to reimburse and hold the DoP or its nominated agencies harmless from and against any claims, losses, expenses (including third-party claims, attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that are the CCSP's responsibility.
- iv. The payment agreed to be made by the DoP to the CCSP following the Proposal shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable and the DoP shall not be liable to pay any such levies/other charges under or concerning this Agreement and/or Services. In case of a change in taxes due to a change in law, appropriate Parties shall pass the benefit of the same over and above the Total Contract Value. In case of such change, the CCSP shall submit a formal request with necessary supporting documents to the DoP. The DoP shall verify these documents and if applicable and approved in writing by the DoP, the CCSP shall



incorporate such changes into subsequent regular invoices for payment.

- v. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India concerning taxes and duties, which are directly payable by the DoP for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increases or decreases the cost incurred by the CCSP in performing the Services, then the remuneration and reimbursable expense otherwise payable to the CCSP under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Terms of Payment Schedule II. However, in case of any new or fresh tax or levy imposed after submission of the proposal the CCSP shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
- vi. The Parties shall cooperate to enable each Party to accurately determine its tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
  - a. any resale certificates;
  - b. any relevant information regarding out-of-state or use of materials, equipment or services; and
  - c. any direct pay permits, exemption certificates or information reasonably requested by the other Party.

## **1.13. Events of Default, Termination and Suspension**

### **1.13.1 Events of Default by CCSP**

- i. The failure on the part of the CCSP to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the CCSP. The events of default as mentioned above may include, inter-alia, the following:
  - a) The CCSP has failed to perform any instructions or directives issued by the DoP that it deems proper and necessary to execute the scope of work under the Agreement, or
  - b) The CCSP has failed to remedy a failure to perform its obligations following the specifications issued by the DoP, despite being served with a default notice which

- laid down the specific deviance on the part of the CCSP to comply with any stipulations or standards as laid down by the DoP; or
- c) The CCSP or its team has failed to conform with any of the service specifications as set out in the RFP or this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by the DoP during the term of this Agreement and which the DoP deems proper and necessary for the execution of the scope of work under this Agreement;
  - d) the CCSP has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, concerning any of the terms of its Proposal, the RFP and this Agreement;
  - e) There is a proceeding for bankruptcy, insolvency, or winding up or there is an appointment of the receiver, liquidator, assignee, or similar official against or concerning the CCSP;
  - f) The CCSP or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
  - g) The CCSP has failed to comply with any terms and conditions of this Agreement;
  - h) Undue delay in achieving the agreed timelines for delivering the services under this Agreement;
  - i) Quality of Deliverables and services consistently not being to the satisfaction of the DoP.
- ii. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, the DoP shall issue a notice of default to the CCSP, setting out specific defaults/deviances/omissions and providing notice of up to thirty (30) days to enable the CCSP to remedy the default/deviances/omissions committed.
  - iii. Where despite the issuance of a default notice to the CCSP by the DoP the CCSP fails to remedy the default to the satisfaction of the DoP, the DoP may, where it deems fit, issue to the CCSP another default notice or proceed to adopt such remedies as may

be available to the DoP including but not limited to the remedies provided in clause 1.13.2 below.

### **1.13.2 Consequences for Events of Default**

Where an Event of Default subsists or remains uncured, the DoP shall be entitled to:

- i. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure a smooth continuation of the Services and the project which the CCSP shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the CCSP under this Agreement. The CCSP shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Suspend all payments to the CCSP under the Agreement by written notice of suspension to the CCSP provided that such notice of suspension shall (a) specify the nature of failure, and (b) request the CCSP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the CCSP.
- iii. Terminate this Agreement in full.
- iv. Retain such amounts from the payment due and payable by the DoP to the CCSP as may be required to offset any losses caused to the DoP as a result of such event of default and the CCSP shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP in this regard.
- v. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the CCSP that may have resulted from such default and pursue such other rights and/or remedies that may be available to the DoP under law.

### **1.13.3 Termination for Breach / Default**

The DoP may terminate this Agreement in full, by giving the CCSP a prior and written notice of up to 30 days indicating its intention to terminate the Agreement under the following circumstances:

- i. Where the DoP believes that there has been such Event of Default on the part of the CCSP which would make it proper and necessary to terminate this Agreement and may

include failure on the part of the CCSP to respect any of its commitments concerning any part of its obligations under its Proposal, the RFP or under this Agreement.

- ii. Where it comes to the DoP's attention that the CCSP (or the CCSP's Team) is in a position of actual conflict of interest with the interests of the DoP, concerning any of the terms of the CCSP's Proposal, the RFP or this Agreement.
- iii. DoP may terminate this Agreement due to reason specified in clause 1.5.1.2 (Change of Control).
- iv. DoP may terminate the Agreement if it comes to knowledge of the DoP that the CCSP or any of the CCSP's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

#### **1.13.4 Termination for Convenience**

The DoP may, by written notice of 60 (sixty) days sent to the CCSP, terminate the Agreement, in whole at any time for its convenience. The notice of termination shall specify that termination is for the DoP's convenience, the extent to which the performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

#### **1.13.5 Effects of Termination**

- i. In the event of termination of this Agreement due to any cause whatsoever, (whether consequent to the stipulated Term of the Agreement or otherwise) the DoP shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the CCSP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor CCSP to take over the obligations of the erstwhile CCSP concerning the execution/continued execution of the scope of this Agreement.
- ii. If the termination of this Agreement is due to the expiry of the Term of this Agreement / a decision not to grant any (further) extension by the DoP, or where the termination is before the expiry of the stipulated term due to the occurrence of any Event of Default on the part of the CCSP, the CCSP herein shall be obliged to provide all such assistance to the successor CCSP or any other person as may be required and as the DoP may specify including training, where the successor(s) is a representative/personnel of the

DoP to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. Without prejudice to the foregoing, upon termination (or upon expiry of the Term) of this Agreement, the CCSP will comply with the Exit Management Schedule set out in Schedule III of this Agreement (and as revised from time to time).

- iii. Where the termination of the Agreement is before its stipulated term on account of a Default on the part of the CCSP or because the survival of the CCSP as an independent corporate entity is threatened/has ceased, the DoP shall pay the CCSP for that part of the Services which have been authorized by the DoP and satisfactorily performed by the CCSP up to the date of termination. Without prejudice to any other rights, the DoP may retain such amounts from the payment due and payable by the DoP to the CCSP as may be required to offset any losses caused to the DoP as a result of any act/omissions of the CCSP. In case of any loss or damage due to default on the part of the CCSP in performing any of its obligations concerning executing the scope of work under this Agreement, the CCSP shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP. Additionally, other members of its team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the CCSP as described above to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the DoP and as may be proper and necessary to execute the scope of work under the Agreement in terms of the CCSP's Proposal, the RFP and this Agreement.
- iv. Nothing herein shall restrict the right of the DoP to invoke the Performance Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the DoP under law.
- v. All payments under this clause shall be payable only after the CCSP has complied with and completed the transition and exit management as per the Exit Management Schedule to the satisfaction of the DoP. In case of expiry of the Agreement, the last due payment shall be payable to the CCSP after the CCSP has complied with and completed the transition and exit management as per the Exit Management Schedule to the satisfaction of the DoP.

#### **1.13.6 Termination of Agreement due to Bankruptcy of the CCSP**

Where the CCSP's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any

bankruptcy proceedings against the CCSP, any failure by the CCSP to pay any of its dues to its creditors, the institution of any winding up proceedings against the CCSP or the happening of any such events that are adverse to the commercial viability of the CCSP, the DoP shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor CCSP, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DoP.

#### **1.13.7 Rights other than Termination**

The termination hereof shall not affect any accrued right or liability of either Party or affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination. The termination provisions set out in this Clause are in addition to any termination rights that the DoP may have under this Agreement/RFP and are in addition to, and without prejudice to, other rights that the DoP may have under law and this Agreement.

#### **1.13.8 Suspension**

- i. The CCSP shall, if ordered in writing by the DoP, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time. The DoP shall inform the CCSP about such suspension at least 15 days in advance. The CCSP shall not be entitled to claim compensation for any loss or damage incurred by the CCSP because of such temporary suspension of the services for a continuous period of 30 days. The DoP may consider suitable compensation to the CCSP in the event of suspension extending beyond a continuous period of 30 days. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the CCSP if a written request for the same is made. In case the suspension of services lasts for a period of more than 3 months, the CCSP shall have the right to request the DoP to pay reasonable immobilization and mobilization charges as may be consented to by the DoP.
- ii. In the event the DoP suspends the progress of work for a period above 30 days in the aggregate, rendering the CCSP to extend the CCSP's Performance Guarantee then the DoP shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the CCSP producing the requisite evidence from the concerned bank.

## **1.14. Indemnification and Limitation of Liability**

### **1.14.1 General Indemnity**

Subject to Clause 1.14.2 below, the CCSP (the "Indemnifying Party") undertakes to indemnify the DoP and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. 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, wilful default, lack of due care or breach of terms of this Agreement. The Indemnifying Party shall also indemnify the Indemnified Party from and against all direct monetary losses, damages etc. arising out of any defect, fault, or deficiency in the applications/system/software/solution developed/implemented and or maintained by the Indemnifying Party.

### **1.14.2 IPR Indemnity**

If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third-party claim against the Indemnified Party that any Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or is likely to be held to be infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

### **1.14.3 Conditions for Indemnity**

Without prejudice to the rights of the DoP in respect of indemnification for any claim:

- i. The DoP shall notify the CCSP upon receipt of any notice of claim setting out in

reasonable particulars, the details of such notice of claim;

- ii. Immediately upon receipt of notification of any claim from the DoP, the CCSP within a period of 7 days from the date of receipt of such notice from the DoP, notify the DoP whether the CCSP wish to assume the defence concerning such claim (including settlement or resolution thereof). Thereafter, the CCSP shall be entitled in consultation with the DoP, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the DoP, to take such action as mutually agreed upon by CCSP and the DoP to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the CCSP and the DoP agree and covenant that a notice by the DoP to the CCSP concerning the claim as aforesaid shall amount to express acceptance and consent by the CCSP to indemnify the DoP for all losses concerning such claim. Upon notice by the CCSP, the DoP shall reasonably cooperate with the CCSP at the sole costs of the CCSP, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the DoP. The DoP shall have the right, at its option, to participate in the defence of such claim;
- iv. If the CCSP fails to take any action as per the above clause within the period as specified therein, the DoP shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the CCSP does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the DoP shall be deemed to have been consented to by and shall be binding upon, CCSP as fully as though the CCSP alone had assumed the defence thereof and a judgement had been entered into by the CCSP, for such claim in respect of the settlement or judgement.

#### **1.14.4 Risk Purchase**

If the CCSP fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to a breach of any obligations of the CCSP under this Agreement, the DoP reserves the right to procure same or equivalent services / Deliverables from alternative sources at the CCSP's risk and responsibility. Any incremental cost borne by the DoP in procuring



such services/ Deliverables shall be borne by the CCSP. Any such incremental cost incurred in the procurement of such services/ Deliverables from an alternative source will be recovered from the undisputed pending due and payable payments/ Performance Bank Guarantee provided by the CCSP under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered if necessary by due legal process. Any alternate procurement of the same or equivalent services/deliverables by DOP under this clause shall be done through a competitive price selection process.

#### **1.14.5 Limitation of Liability**

- i. The liability of the CCSP (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 in the aggregate exceed the Total Contract Value.
- ii. The liability of the DoP (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the CCSP under this Agreement.
- iii. Except as otherwise provided herein, 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), even if it has been advised of their possible existence.
- iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the CCSP given under this Clause 1.14 shall not apply to the indemnification obligations set out in this Clause 1.14 and breach of Clauses 1.11.2 (Security and Safety), 1.16 (Confidentiality) and breach of Intellectual Property Rights of a third party.

#### **1.14.6 Allocation of liability**

The allocations of liability in clause 1.14 represent the agreed and bargained-for understanding of the parties and compensation for the Services/ Deliverables reflects such allocations.

## 1.15. Force Majeure

### 1.15.1 Definition of Force Majeure

The CCSP or the DoP, as the case may be, shall be entitled to suspend or excuse the performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

### 1.15.2 Force Majeure Events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- i. is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- iv. is incapacitating and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events including but not limited to:
  - a) act of God like an earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affects the performance of services by the CCSP under this Agreement;
  - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the CCSP's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the CCSP under this Agreement;
  - c) Strike, lockout (strike and lockout not caused due to either Party's default), sabotage embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, pandemic, quarantine, and plague; or
  - d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of a foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and

adversely affect the performance of services by the CCSP under this Agreement.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the CCSP under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards following the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in the performance of Services which directly causes any breach of security like hacking shall not be considered as arising due to forces of nature and shall not qualify under the definition of "Force Majeure". The CCSP will be solely responsible for completing the risk assessment and ensuring the implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

### **1.15.3 Notification Procedure for Force Majeure**

- i. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of the occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with following the dispute resolution mechanism in this agreement
- ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue the performance of all obligations under this Agreement.

### **1.15.4 Allocation of costs arising out of Force Majeure**

- i. Upon the occurrence of any Force Majeure event before the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- ii. Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
  - a) Upon occurrence of an event mentioned in clause 1.15.2, the Parties shall bear

their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

- b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

### **1.15.5 Consultation and duty to mitigate**

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Party informed of its efforts to remedy the effect of the Force Majeure event shall make reasonable efforts to mitigate such event continuously and shall provide written notice of the resumption of performance hereunder.

### **1.16. Confidentiality**

- i. The DoP may allow the CCSP to utilize highly Confidential Information including confidential public records and the CCSP shall maintain the highest level of secrecy, confidentiality and privacy concerning such Confidential Information. The CCSP shall use its best efforts to protect the confidentiality, integrity and proprietary of the Confidential Information.
- ii. Additionally, the CCSP shall keep confidential all the details and information concerning the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The CCSP shall use the information only to execute the Project.
- iii. The DoP shall retain all rights to prevent, stop and if required take the necessary punitive action against the CCSP regarding any forbidden disclosure. The DoP reserves the right to adopt legal proceedings, civil or criminal, against the CCSP concerning a dispute arising out of a breach of obligation by the CCSP under this clause.

- iv. The CCSP shall execute a corporate non-disclosure agreement with the DoP in the format provided by the DoP and shall ensure that all its employees and agents execute individual non-disclosure agreements, which have been duly approved by the DoP concerning this Project. Copy of such Non-Disclosure Agreement to be provided to DoP by CCSP as and when demanded.
- v. The CCSP may only disclose the Confidential Information in the following circumstances:
  - a. with the prior written consent of the DoP;
  - b. to a member of the CCSP's Team ("Authorised Person") provided the Authorised Person needs to know the Confidential Information for the accomplishment of the Services and the Authorised Person has executed a confidentiality agreement with the DoP before receiving such information; and
  - c. if and to the extent that the CCSP is compelled legally to disclose the Confidential Information.
- vi. When the CCSP is aware of any steps being taken or considered to compel legally the CCSP or an Authorised Person to disclose the Confidential Information, it shall:
  - a. to the extent legally permitted, defer and limit the disclosure to preserve the confidentiality of the Confidential Information as much as possible;
  - b. promptly notify the DoP; and
  - c. Do anything reasonably required by the DoP to oppose or restrict that disclosure.
- vii. The CCSP shall notify the DoP promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the DoP.
- viii. The CCSP shall not carry any written material, layout, diagrams, floppy diskettes, pen drive, CDs, hard disks, storage tapes or any other media out of the DoP premise without written permission from the DoP. The CCSP's personnel shall follow the DoP's Information Security policy. The CCSP acknowledges that the DoP's business data and other DoP proprietary information or materials, whether developed by the DoP or being used by the DoP according to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the DoP; and the CCSP agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof,

which care shall not be less than that used by the CCSP to protect its proprietary information. The CCSP recognizes that the goodwill of the DoP depends, among other things, upon keeping such proprietary information confidential and that unauthorized disclosure of the same by the CCSP could damage the DoP, and that because of the CCSP's duties hereunder, the CCSP may come into possession of such proprietary information, even though the CCSP does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. The CCSP shall use such information only to perform the said services. The CCSP shall, upon termination of this Agreement for any reason, or upon demand by the DoP, whichever is earliest return all information provided to the CCSP by the DoP, including any copies or reproductions, both hardcopy and electronic.

### **1.17. Audit, Access and Reporting**

- i. The DoP reserves the right to inspect and monitor/assess the progress of the Project at any time during the course of the Agreement, after providing due notice to the CCSP. The DoP may demand and upon such demand being made, the DoP shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the Project.
- ii. The DoP shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the CCSP of its obligations/functions following the standards committed to or required by the DoP and the CCSP undertakes to cooperate with and provide to the DoP/ any other agency appointed by the DoP, all documents and other details as may be required by them for this purpose. Any deviations or contraventions, identified as a result of such audit/assessment, would need to be rectified by the CCSP failing which the DoP may, without prejudice to any other rights that it may have issued a notice of default. The cost of acquisition of deliverables by the CCSP is out of the purview of audit/inspections.
- iii. Without prejudice to the foregoing, the CCSP shall allow access to the DoP or its nominated agencies to all information which is in the possession or control of the CCSP and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the DoP to

comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule I of this Agreement.

## **1.18. Ownership and Intellectual Property Rights**

- i. The DoP shall own and have a right in perpetuity to use all newly created Intellectual Property Rights that have solely arisen out of or have been developed solely during the execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the CCSP solely during the performance of the Services and for, inter-alia, use or sub-license of such Services under this Agreement. The CCSP undertakes to disclose all such Intellectual Property Rights arising in the performance of the Services to the DoP and execute all such agreements/documents file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the DoP.
- ii. Further, the CCSP shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for the delivery of Services by the CCSP and for use of the Deliverables, applications, services etc. (including, inter alia, licenses for Commercially-Off-The-Shelf software and products) provided by the CCSP under this Agreement shall be acquired in the name of the DoP and shall be assigned/sublicensed by the DoP to the CCSP (to the extent legally and contractually permissible) for execution of any of its obligations under the terms of this Agreement. However, after the term of this Agreement, such approvals registrations, licenses, permit rights etc. shall endure to the exclusive benefit of the DoP without any additional costs to the DoP in this regard.
- iii. Pre-existing work: All intellectual property rights existing before the Effective Date of this Agreement shall belong to the Party that owned such rights immediately before the Effective Date. Subject to the foregoing, the DoP will also have rights to use and copy all processes, specifications, reports and other document drawings, manuals, and other documents provided by CCSP as part of the Scope of Works under this Agreement for this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.
- iv. Third Party Products: Subject to section 1.18 (ii) above, if license agreements are

necessary or appropriate between the CCSP and third parties for purposes of enabling/enforcing/implementing the provisions hereinabove, the CCSP shall enter into such agreements at its own sole cost, expense and risk.

- v. Ownership of documents: The DoP shall own all Documents provided by or originating from the DoP and all Documents produced by or from or for the CCSP in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the DoP, the CCSP shall deliver to the DoP all Documents provided by or originating from the DoP and all Documents produced by or from or for the CCSP in the course of performing the Services, unless otherwise directed in writing by the DoP at no additional cost. The CCSP shall not, without the prior written consent of the DoP store, copy, distribute or retain any such Documents.
- vi. Data and Hardware: By this Agreement, the CCSP's Team may have access to the personal information of the DoP and/or a third party or any customer of the DoP. The DoP have the sole ownership of and the right to use or restrict the use of, all such data in perpetuity including any data or other information about the DoP users/customers that may be in the possession of the CCSP or CCSP's Team in the course of performing the Services under this Agreement.

## **1.19. Warranty**

- i. General: The CCSP represents warrants and covenants that: (a) the CCSP is the lawful owner or licensee of the materials used in the performance of the Services and delivery of the Deliverables, (b) the bespoke development and such materials have been lawfully developed or acquired by the CCSP, and (c) the CCSP has the rights to the bespoke development and such materials, including the rights of access to and use of the bespoke development, which it grants under this Agreement, without the consent of any other person or entity. The CCSP represents, warrants and covenants that during the Warranty Period, it will promptly provide the DoP with all Maintenance Modifications, Enhancements, and related Documentation that the CCSP makes available to any other person or entity.
- ii. Warranty for Services – The CCSP represents, warrants and covenants that all services under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, following the practices



and high professional standards used in well-managed operations performing services similar to the services under this Agreement. The CCSP represents warrants and covenants that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.

- iii. The representations, warranties and covenants provided by the CCSP under this Agreement will not be affected by the DoP's modification of any portion of the software so long as the CCSP can discharge its obligations despite such modifications, or following their removal by the DoP.
- iv. If during the Warranty Period of any component mentioned above, any of the warranties are found breached, the CCSP shall promptly (but in no event more than 7 days), in consultation and agreement with the DoP, and at the CCSP's sole cost make good such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to the DoP in case of breach of any warranty and are also not the sole and exclusive obligations of the CCSP in case of breach of any warranty.

## **1.20. Insurance Cover**

### **1.20.1 Obligation to Maintain Insurance**

- (i) In connection with the provision of the Services, the CCSP must have and maintain at its cost, but on terms and conditions approved by DoP, insurance against the risks, and for the coverages including but not limited to:
  - a. public liability;
  - b. either professional indemnity or errors and omissions;
  - c. employer's liability and workers' compensation insurance in respect of the Personnel of the CCSP, following the relevant provisions of the Applicable Law, as well as, concerning such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
  - d. any additional types, if any, as may be required depending on the Services provided in this Agreement; and
- (ii) The above insurance policies shall be appropriate values to cover the risks of CCSP

under this Agreement.

- (iii) The CCSP shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the DoP.

### **1.20.2 Certificates of currency**

The CCSP must, on request by the DoP, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required under Clause 1.20. The CCSP agrees to replace any coverage before the date of expiry/cancellation.

### **1.20.3 Non- compliance**

DoP, at its election, terminate this Agreement as per Clause 1.13, upon the failure of CCSP or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve CCSP of its obligations under this Agreement.

## **1.21. Miscellaneous**

### **1.21.1 Personnel**

- i. The personnel assigned by the CCSP to perform the Services shall be employees of the CCSP, and under no circumstances shall such personnel be considered employees of the DoP or its nominated agencies. The CCSP shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, provident fund, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to the Applicable Law.
- ii. The CCSP shall ensure that the CCSP's team is competent and professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The CCSP shall ensure that the Services are performed through the efforts of the CCSP's team, following the terms hereof and to the satisfaction of the DoP. Nothing in this Agreement relieves the CCSP from its liabilities or obligations under this Agreement to provide the Services following the DoP's directions and requirements and as stated in this Agreement and the Proposal to the extent accepted by the DoP, the CCSP shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or only in

case of gross negligence or wilful misconduct, indirectly by or on account of its team.

- iii. The CCSP shall appoint any individual as its authorized representative through a written notice to the DoP. The CCSP's Representative shall have the authority to exercise all of the powers and functions of the CCSP under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and to bind the CCSP concerning any matter arising out of or in connection with this Agreement. The CCSP shall be bound by all undertakings and representations made by the authorized representative of the CCSP and any covenants stipulated hereunder, concerning this Agreement, for and on their behalf. The CCSP's representative shall have all the power requisite for the performance of the work under this Agreement. The CCSP's Representative shall liaise with the DoP's Representative for the proper coordination and timely completion of the works and on any other matters about the works. The CCSP's Representative will extend full cooperation to the DoP's representative for supervision/inspection/pE
- iv. The CCSP shall, to the best of its efforts, avoid any change in the organizational structure proposed for execution of this Agreement or replacement of any manpower resource appointed. If the same is however unavoidable, due to circumstances such as resources leaving the CCSP's organization, the same shall require approval of the DoP. The CCSP shall promptly inform the DoP in writing if any such revision or change is necessary. In case of replacement of any manpower resources, the CCSP shall ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource. The change or revision of resources shall be subject to the levy of Liquidated damages as provided in the RFP.
- v. The CCSP shall be fully responsible for the deployment, transportation, accommodation and catering of all its employees required for the execution of the work and all costs/charges in connection thereof.
- vi. The DoP's Representative may at any time request the CCSP to remove from the Services any employee of the CCSP or any person(s) deployed by the CCSP for professional incompetence or negligence or for being deployed for work for which he is not suited or for unethical, corrupt, fraudulent behaviour. The CCSP shall consider the DoP's Representative request and may accede to or disregard it except that in case of unethical, corrupt, fraudulent behaviour the CCSP shall remove the person immediately. The DoP's Representative, having made a request, as aforesaid in the

case of any person, which the CCSP has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the CCSP to remove that person from deployment on the work, which the CCSP shall then forthwith do and shall not again deploy any person so objected to on the work or the sort of work in question (as the case may be) without the written consent of the DoP's Representative. The DoP's Representative shall state to the CCSP in writing his reasons for any request or requirement under this clause. The CCSP shall promptly replace every person removed, under this section, with a competent substitute. The change or revision of resources shall be subject to the levy of Liquidated damages as provided in the RFP.

- vii. During the Term and 12 months thereafter, neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact according to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

#### **1.21.2 Independent Contractor**

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- i. Incur any expenses on behalf of the other Party;
- ii. Enter into any engagement or make any representation or warranty on behalf of the other Party;
- iii. Pledge the credit of or otherwise bind or oblige the other Party; or
- iv. Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

#### **1.21.3 Assignment**

- i. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the DoP and the CCSP and their respective successors and permitted assigns.

- ii. Except as otherwise expressly provided in this Agreement, the CCSP shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- iii. The DoP may assign or novate all or any part of this Agreement and Schedules/Annexures, and the CCSP shall be a party to such novation, to any third party contracted to provide outsourced services to the DoP or any of its nominees.
- iv. If the CCSP assigns this Agreement or any part thereof without such permission, DoP shall be entitled, and it shall be lawful on his part, to treat it as a breach of the Agreement and avail any or all remedies hereunder.

#### **1.21.4 Trademarks, Publicity**

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the CCSP may, upon completion, use the Project as a reference for credential purposes. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that the CCSP may include the DoP or its client lists for reference to third parties subject to the prior written consent of the DoP. Such approval shall apply to each specific case and relate only to that case.

#### **1.20.5 Notices**

- i. Any notice or other document which may be given by either Party under this Agreement or the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- ii. Concerning 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:

To CCSP -

Name:

Designation:

Address:

Tel:

Fax:

Email:

To DoP -

Name:

Designation:

Address:

Tel:

Fax:

Email:

- iii. Concerning a notice given under this Agreement, a Party shall specify the Party's address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- iv. Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 a.m. and 5.00 p.m. at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- v. Either Party to this Agreement or the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

#### **1.21.7 Modifications/ Amendments, Variations and Further Assurance**

- i. No amendment, variation or other change to this Agreement shall be valid unless approved by DoP. In case of any amendment, it 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.

### **1.21.8 Severability and Waiver and Forbearance**

- 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 of the 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 to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part-provision.
- ii. Any waiver of DoP's rights, powers, or remedies under this Agreement must be in writing, dated, and signed by an authorized representative of the DoP granting such waiver and must specify the terms under which the waiver is being granted.
- iii. No failure to exercise or enforce, relaxation, forbearance 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 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.

### **1.21.9 Compliance with Applicable Law**

- i. The CCSP shall comply with the provision of all laws including the Digital Personal Data Protection Act, 2023, labour laws, rules, regulations, and notifications issued there from time to time. All safety and labour laws enforced by statutory agencies and by the DoP shall be applicable in the performance of this Agreement and the CCSP shall abide by these laws. The CCSP shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The CCSP shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such

abnormal situations. The CCSP shall also adhere to all security requirements/regulations of the DoP during the execution of the work.

- ii. Each Party to this Agreement accepts that its conduct shall (to the extent applicable to its business like the CCSP 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 provided that changes in such laws, rules and regulations which result in a change to the Services shall be provided with no additional cost to DoP.
- iii. During the tenure of this Agreement, the CCSP shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under this Agreement and nothing shall be done by the CCSP in contravention of any Applicable Law or any amendment thereof and the CCSP shall keep the DoP indemnified in this regard.

#### **1.21.10 Professional Fees**

All expenses incurred by or on behalf of each Party to this Agreement, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement shall be borne solely by the Party which incurred them.

#### **1.21.11 Ethics**

The CCSP 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 DoP 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 DoP's standard policies and may result in cancellation of this Agreement.

#### **1.21.12 Entire Agreement**

- a) This Agreement with all Schedules & Annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties concerning 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 to exclude any liability in respect of fraud, misrepresentation and corrupt practice.



- b) Without prejudice to the generality of clause 1.21.12 (a) above, on matters not covered by this Agreement, the provisions of RFP shall apply.

### **1.21.13 Conflict of Interest**

The CCSP shall ensure that the CCSP shall hold the DoP's interests paramount, without any regard for future work, and strictly avoid conflict of interest with other assignments or their corporate interests. The CCSP shall disclose to the DoP in writing, all actual and potential conflicts of interest (as such term is detailed in Volume II of the RFP) that exist, arise or may arise (either for the CCSP or the CCSP's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict and shall seek instructions from the DoP.

### **1.22. Performance Bank Guarantee**

- i. The CCSP shall, within 14 days after the receipt of the Letter of Award from the DoP, furnish a single unconditional, irrevocable and continuing Performance Bank Guarantee to the DoP, for an amount equal to 5% of the Total Value of the Contract, from a nationalized bank in the format acceptable. The Performance Security shall be valid from the date of issuance till 60 days beyond the expiry of contract obligations including warranty obligations.
- ii. In the event of the CCSP being unable to service the Agreement for whatever reason, the DoP would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the DoP under the Agreement in the matter, the proceeds of the PBG shall be payable to the DoP as compensation for any loss resulting from the CCSP's failure to perform/comply with its obligations under the contract. The DoP shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the CCSP is in default.
- iii. The DoP shall also be entitled to make recoveries from the CCSP's bills, PBG, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or arising due to breach of this Agreement.
- iv. In case the Project is delayed beyond the Timelines as mentioned in the RFP, the PBG shall be accordingly extended by the CCSP till completion of the scope of work as mentioned in the RFP.

## 1.23. Governing Law and Dispute Resolution

- i. This Agreement shall be governed by and construed following 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. Parties shall use all reasonable efforts to amicably resolve and settle any dispute arising out of or concerning or in connection with this Agreement by firstly referring the dispute to any committee constituted under the Governance Schedule (Schedule IV) for such dispute settlement.
- iii. In the case of dispute arising out of or concerning or in connection with the Agreement between the DoP and the CCSP, which has not been settled following Clause 1.23 (ii) above within 30 days from date of reference of the dispute to such committee, any Party can submit any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof to the Sole Arbitrator appointed by two Arbitrators [two Arbitrators so chosen by both CCSP and DoP (one each)] following and in satisfaction of the qualifications to be prescribed for such arbitrator, including but not limited to qualifications as to technical experience, nationality and legal experience, by the DoP and the CCSP, at the time of appointment. Arbitration Proceedings shall be conducted in English Language. The Arbitration proceedings with its seat and venue will be held in New Delhi, India.
- iv. 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 the existence of such dispute, then the Arbitrator shall be appointed by the High Court of Delhi, India.
- v. The provisions of the Arbitration and Conciliation Act, 1996 will apply to the Arbitration Proceedings 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 with its seat and venue will be held in New Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India / state jurisdiction of New Delhi, India.
- vi. Compliance with laws: Each party will comply with all applicable laws of India along with applicable export and import laws and regulations.

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

**For and on behalf of President of India (FIRST PARTY)**

Signature: .....

Name:

Designation:

**In witness of-**

Signature: .....

Name:

Designation:

Address:

**For and on behalf of the CCSP (SECOND PARTY)**

Signature: .....

Name:

Designation:

**In witness of-**

Signature: .....

Name:

Designation:

Address:

## **2. Schedules**

### **2.1 Schedule I – Audit, Access and Reporting**

#### **1. PURPOSE**

This Schedule details the audit, access and reporting rights and obligations of the DoP or its nominated agency and the CCSP. This Schedule is in addition to, and derogation of, the audit rights and process provided in the RFP.

#### **2. AUDIT NOTICE AND TIMING**

- 2.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits (Other than those mentioned as part of the mandatory requirements for successful delivery and acceptance of the System) during the Project Implementation Phase and the Operation and Maintenance Phase. Such timetable during the Implementation Phase, the DoP and thereafter during

the operation Phase, the DoP shall conduct routine audits following such agreed timetable and shall not be required to give the CCSP any further notice of carrying out such audits.

- 2.2 The DoP may conduct non-timetabled audits at its discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the CCSP, a security violation, or a breach of confidentiality obligations by the CCSP, provided that the requirement for such an audit is notified in writing to the CCSP a reasonable period time before the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the CCSP considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Project Governance and Management section of the RFP.
- 2.3 Except as provided in 2.2 above, audits shall be conducted with adequate notice of 2 weeks to the CCSP.

### **3. ACCESS**

The CCSP shall provide to the DoP or its nominated agency reasonable access to employees, suppliers, agents and third-party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The DoP or its nominated agency shall have the right to copy and retain copies of any relevant records. The CCSP shall make every reasonable effort to cooperate with them.

### **4. AUDIT RIGHTS**

The DoP or its nominated agency shall have the right to audit and inspect suppliers, agents and third-party facilities (as detailed in the RFP), documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- i. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of the DoP and documentation related thereto;
- ii. That the actual level of performance of the services is the same as specified in the SLA;

- iii. That the CCSP has complied with the relevant technical standards and has adequate internal controls in place;
- iv. CCSP's development and testing facilities;
- v. CCSP's deployment of resources and their attendance records;
- vi. CCSP's internal testing results; and
- vii. The compliance of the CCSP with any other obligation under the Agreement;

Unless otherwise provided in the RFP, the Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the DoP.

For the avoidance of doubt, the audit rights under this Schedule shall not include (i) access to the CCSP's profit margins or overheads, (ii) any confidential information relating to the CCSP's employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial confidence in nature which are not relevant to the Services associated with any obligation under the Agreement.

## **5. AUDIT RIGHTS OF SUPPLIERS AND AGENTS**

- 5.1 The CCSP shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with suppliers and agents who supply labour, services, equipment or materials in respect of the services. The CCSP shall inform the DoP or its nominated agency before concluding the supply agreement of any failure to achieve the same rights of audit or access.
- 5.2 REPORTING: The CCSP will provide quarterly reports to the DoP or its nominated agency regarding any specific aspects of the Project and in the context of the audit and access information as required by the DoP or its nominated agency.

## **6. ACTION AND REVIEW**

- 6.1 Any discrepancies identified by any audit according to this Schedule shall be immediately notified to the DoP or its nominated agency and the CCSP's Project Manager shall inform the DoP about the actions that would be taken by the CCSP in respect of such discrepancies within a period of thirty (30) calendar days from the submission of the said audit/assessment report or such earlier time as notified by the DoP.

6.2 Any change or amendment to the systems and procedures of the CCSP, where applicable, arising from the audit/assessment report shall be agreed upon within thirty (30) calendar days from the submission of the said audit/assessment report or such earlier time as notified by the DoP. The changes agreed by the DoP, or any changes suggested by the DoP, shall be implemented by the CCSP within a period of not more than 30 days or such other period as may be requested by the CCSP and agreed to by the DoP.

## **7. TERMS OF PAYMENT**

Except for the audits that are required to be conducted by the CCSP as provided in Volume I of the RFP for which the costs will be borne by the CCSP, the DoP shall bear the cost of other audits and inspections. The CCSP shall bear all costs for all reasonable assistance and information provided under the Agreement, the Project Implementation, Operation and Maintenance SLA by the CCSP according to this Schedule.

## **8. RECORDS AND INFORMATION**

For audit following this Schedule, the CCSP shall maintain true and accurate records in connection with the provision of the services and the CCSP shall hand over all the relevant records and documents upon the termination or expiry of the Agreement.

## **2.2 Schedule II – Project Deliverables and Payment Schedule**

As per Section 3 of Volume I of the RFP

## **2.3 SCHEDULE – III – EXIT MANAGEMENT SCHEDULE**

### **1. PURPOSE**

- (i) This Schedule sets out the provisions which will apply three (03) months before the expiry of the Term of the Agreement or from the effective date of termination of the Agreement. In the case of termination of any part of the Agreement or Services, the provisions of this Schedule shall, *mutatis mutandis*, apply to the part of the Agreement or Services terminated.
- (ii) In this Schedule, the term 'Replacement CCSP' shall mean any third party that the DoP or its nominated agencies appoint to replace the CCSP upon expiry of the Term or earlier termination of this Agreement to undertake the Services or part thereof;
- (iii) The CCSP shall ensure that its respective associated entities and the CCSP carry out their respective obligations set out in this Exit Management Schedule.

### **2. CONTINUATION OF PROJECT**

- (i) In case of the Agreement being terminated by the DoP, the DoP reserves the right to ask the CCSP to continue running the project operations for a period of 6 months after termination orders are issued and the CCSP shall be obliged to provide such services for such period without any additional cost and expense to the DoP and any impediment in the quality of services (measured against the target service levels defined in the Service Level Agreement in Volume I of the RFP).
- (ii) The CCSP will pass on to the DoP and/or to the Replacement CCSP, the subsisting rights in any licensed products on terms not less favourable to the DoP/ the Replacement CCSP, than that enjoyed by the CCSP.

### **3. COOPERATION AND PROVISION OF INFORMATION**

- (i) During the exit management period:
  - a) The CCSP will allow the DoP or its nominated agency access to the information reasonably required to define the then-current mode of operation associated with



the provision of the Services to enable the DoP to assess the existing services being delivered;

- b) The CCSP, on reasonable request by the DoP, shall promptly provide access to and copies (hard and soft copies as deemed necessary by the DoP) of all information held or controlled by the CCSP which it has prepared or maintained per this Agreement relating to any material aspect of the Services. The DoP shall be entitled to a copy of all such information. Such information shall include details about the services rendered and other performance data. The CCSP shall permit the DoP and/or its nominated agencies to have reasonable access to the employees engaged in providing services and facilities as reasonably required by the DoP to understand the methods of delivery of the services employed by the CCSP and to assist appropriate knowledge transfer.
- (ii) During the exit management period, the Replacement CCSP shall submit periodic reports on the progress of the transition with the DoP and the CCSP. The CCSP shall ensure that any issues and gaps highlighted in such reports shall be resolved to the satisfaction of the DoP.

#### **4. CONFIDENTIAL INFORMATION, SECURITY AND DATA**

- (i) The CCSP will promptly on the commencement of the exit management period supply to the DoP or its nominated agency the following:
  - a) information relating to the current services rendered and customer and performance data concerning the services;
  - b) documentation relating to the Project's Intellectual Property Rights;
  - c) documentation relating to its employees and agents involved in the Project;
  - d) all current and updated data as is reasonably required for purposes of the DoP or its nominated agencies transitioning the services to its Replacement CCSP in a readily available format nominated by the DoP and/or its nominated agency;
  - e) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the DoP its nominated agencies, or its Replacement CCSP to carry out due diligence to transition the provision of the Services to the DoP or its nominated agencies, or

its Replacement CCSP (as the case may be).

- (ii) Before the expiry of the exit management period, the CCSP shall deliver to the DoP or its nominated agency all new or updated materials from the categories set out above (or any other information and data requested by the DoP) and shall not retain any copies thereof, except that the CCSP may be permitted to retain one copy of such materials for archival purposes only as approved by the DoP.
- (iii) On completion of the exit management period, the CCSP shall delete all confidential information and data from the CCSP's system and provide a certificate to the DoP stating the completion of deletion of all such data and information.

## **5. EMPLOYEES**

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

## **6. TRANSFER OF CERTAIN AGREEMENTS**

On request by the DoP or its nominated agency, the CCSP shall effect such assignments, transfers, licences and sub-licences as the DoP may require in favour of the DoP or its nominated agencies or its Replacement CCSP concerning any equipment lease, maintenance or service provision agreement between the CCSP and third party lessors, CCSP's, and which are related to the services and reasonably necessary for the carrying out of replacement services by the DoP or its nominated agency or its Replacement CCSP.

## **7. RIGHTS OF ACCESS TO PREMISES**

- (i) At any time during the exit management period, where Assets are located at the CCSP's premises, the CCSP 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 DoP or its nominated agency and/or any Replacement CCSP to make an inventory of the Assets.

- (ii) The CCSP shall also give the DoP or its nominated agency or its nominated agencies, or any Replacement CCSP right of reasonable access to the CCSP's premises and shall procure the DoP or its nominated agency or its nominated agencies and any Replacement CCSP rights of access to relevant third-party premises during the exit management period and for such period following termination or expiry of the Agreement as is reasonably necessary to migrate the services to the DoP or its nominated agency, or a Replacement CCSP.

## **8. GENERAL OBLIGATIONS OF THE CCSP**

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

## **9. EXIT MANAGEMENT PLAN**

- (i) The CCSP shall provide the DoP 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 concerning the Agreement as a whole and concerning the various phases of the Project:
  - a) a detailed program of the transfer process that could be used in conjunction with a Replacement CCSP 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;
  - b) plans for the communication with such of the CCSP's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the DoP's operations as a result of undertaking the transfer;
  - c) (if applicable) proposed arrangements for the segregation of the CCSP's

- networks from the networks employed by the DoP and identification of specific security tasks necessary at termination;
- d) Plans for provision of contingent support to the DoP, and Replacement CCSP for a reasonable period after the transfer.
- (ii) The CCSP shall re-draft the Exit Management Plan every six (6) months thereafter to ensure that it is kept relevant and up to date.
- (iii) Each Exit Management Plan shall be presented by the CCSP to and approved by the DoP or its nominated agencies.
- (iv) The terms of payment as stated in the Terms of Payment Schedule include the costs of the CCSP complying with its obligations under this Schedule.
- (v) In the event of termination of the Agreement/ Services or any part thereof, or 6 months before the expiry of the Term of the Agreement, each Party shall comply with the Exit Management Plan envisaged in this Schedule.
- (vi) During the exit management period, the CCSP shall use its best efforts to deliver the services.
- (vii) Payments during the Exit Management period shall be made following the Terms of Payment Schedule and the express provisions of the Agreement. However, the CCSP shall, within 30 days of the commencement of the exit management period, submit a complete, accurate and up-to-date account of (a) all payments made by the DoP till the effective date of commencement of the exit management period to the CCSP; (b) all payments that are due and payable to the CCSP by the DoP till the effective date of commencement of the exit management period; and (c) all payments that may be payable by the DoP to the CCSP till the effective date of completion of the exit management period.
- (viii) This Exit Management plan shall be furnished in writing to the DoP or its nominated agencies within 90 days from the Effective Date of this Agreement.

## 2.4 Schedule IV: GOVERNANCE SCHEDULE

### 1. Purpose

The purpose of this Schedule is to:

- (i) establish and maintain the formal and informal processes for managing the relationship between the DoP and the CCSP (including the outputs from other Schedules to this Agreement;
- (ii) define the principles that both Parties wish to follow to ensure the delivery of the Services;
- (iii) ensure the continued alignment of the interests of the Parties;
- (iv) ensure that the relationship is maintained at the correct level within each Party;
- (v) create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- (vi) set out the procedure for escalating disagreements; and
- (vii) enable contract administration and performance management.

### 2. GOVERNANCE STRUCTURE

- i. Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- ii. Project Implementation Unit (PIU): Within 7 days following the Effective Date, DoP or its nominated agencies and the CCSP shall each appoint a Project Manager. If either Party wishes to substitute its Project Manager it will do so in a manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.
- iii. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- iv. The PIU will meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly Performance Reports; (ii) consideration of matters arising out of the Schedule (Change Control Schedule); (iii) issues escalated following the escalation procedure as set out in the Schedule V (Governance Schedule); (iv) matters to be brought before the PIU following

the MSA and the Schedules; (v) any matter brought before the PIU by the CCSP under this Article; and (vi) any other issue which either Party wishes to add to the agenda.

- v. If there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Schedule II (Terms of Payment Schedule), the Parties agree to discuss in the PIU any appropriate amendment to the Agreement or any Service Levels or Statement of Works including any variation to the terms of payment as stated in the Schedule II (Terms of Payment Schedule). Any variation so agreed shall be implemented through the change control procedure as set out in Schedule V (Change Control Schedule).

### **3. GOVERNANCE PROCEDURES**

- i. The CCSP shall document the agreed structures in a procedure manual.
- ii. The agenda for each meeting of the PIU shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PIU, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- iii. All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- iv. The Parties shall ensure as far as reasonably practicable that the PIU 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.
- v. In order formally to submit a Disputed Matter to the aforesaid 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.
- vi. The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. If the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to the next level of the dispute resolution for action as per the process mentioned in clause 1.23.

- vii. All negotiations, statements and/or documentation according to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).
- viii. 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 resolving the Disputed Matter.

## 2.5 Schedule V: CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Implementation Phase, Service Levels and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the CCSP and changes to the terms of payment as stated in the Terms of Project Deliverable and Payment Schedule.

DoP and CCSP recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The CCSP will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Project Deliverable and Payment Schedule and DoP or its nominated agencies will work with the CCSP to ensure that all changes are discussed and managed constructively. This Change Control Schedule sets out the provisions that will apply to all the changes to this Agreement and other documents except for the changes in Service Levels/SLA for which a separate process has been laid out in the SLA Section of Vol I of RFP.

This Change Control Schedule sets out the provisions which will apply to changes to the MSA.

### CHANGE MANAGEMENT PROCESS

#### 1. Change Control Note (“CCN”)

- i. Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Managers who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure F hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- ii. The CCSP and the DoP or its nominated agencies, during the Project Implementation Phase and the DoP or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in



the RFP and is suggested and applicable only after the commissioning, acceptance testing and Go-live of the respective services of CCSP and the Project Implementation deliverables and timelines as set out in Section 3 of volume-I of the RFP.

## **2. Quotation**

- i. The CCSP shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the CCSP shall provide as a minimum:
  - A description of the change
  - a list of deliverables required for implementing the change
  - a timetable for implementation.
  - An estimate of any proposed change
  - Any relevant acceptance criteria
  - an assessment of the value of the proposed change.
  - material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
  
- ii. Before submission of the completed CCN to the DoP, or its nominated agencies, the CCSP will undertake its internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the CCSP shall consider the materiality of the proposed change in the context of the MSA, the Project Implementation affected by the change and the total effect that may arise from the implementation of the change.

## **3. Costs**

Each Party shall be responsible for its costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the CCSP meets the obligations as set in the CCN. In case of recertification due to proposed changes, the required cost will be borne by the party that initiated the change. In the event the CCSP is unable to meet the obligations as defined in the CCN then the cost of getting it done by a third party will be borne by the CCSP.

## **4. Obligations**

The CCSP shall be obliged to implement any proposed changes once approval following the above provisions has been given, with effect from the date agreed for

implementation and within an agreed timeframe. CCSP will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any software/ hardware/goods/License for the product should not exceed the price quoted in the CCSP's proposal. Any costs associated with changes to Software specifications that cannot be arrived at based on the CCSP 's proposal shall be mutually agreed to between the CCSP and the DoP.

### 3. Annexures

#### 3.1. Annexure A–Format for Change of Control

<b>CCN Number:</b> <<Number>>	
<b>Change of Control Details:</b>	
<b>Before Change of Control</b>	<b>After Change of Control (Surviving Entity)</b>
Legal Name of Entity:	Legal Name of Entity:
Registered Office Address:	Registered Office Address:
Date of Incorporation (as per Companies Act, 1956):	Date of Incorporation of Surviving Entity (as per Companies Act, 1956):
Certificate of Incorporation:	Certificate of Incorporation:
Annual Turnover (in INR) during the last three Financial Years	Annual Turnover (in INR) during the last three Financial Years
Entity Financial Net worth (measured as paid-up capital plus free reserves)	Entity Financial Net worth (measured as paid-up capital plus free reserves)
Profitability (in INR) during the last three Financial Years:	Profitability (in INR) during the last three Financial Years:
<b>Name &amp; Designation:</b>	
Signature	
Name:	
Designation:	
Date:	

Note: All the information provided above should be supported by documentary evidence signed by concerned authorized signatories and the client may ask for any additional information as desired in case of occurrence of a Change of Control event.

## **3.2 Annexure B- Bid Response/ Proposal**

1. Technical Bid Response – Extract/ Attach Copy Of Response As Received
2. Approved Financial Bid- To be attached as per final copy received

### **3.3 Annexure C: NON-DISCLOSURE AGREEMENT**

As per the Format Given in Volume II of the RFP

### **3.4 Annexure D: INTEGRITY PACT**

As per the Format given in Volume II of the RFP.

### **3.5 Annexure E: INDIVIDUAL CONFIDENTIALITY UNDERTAKING**

As per the Format given in Volume II of the RFP

### 3.6 Annexure F: CHANGE CONTROL NOTE (CCN)

<b>Change Control Note</b>		<b>CCN Number:</b>
<b>Part A: Initiation</b>		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
<b>Details of Proposed Change</b>		
(To include the reason for the change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorised by DoP	Date:	
Name:		
Signature:	Date	
Received by the CCSP		
Name:		
<b>Signature:</b>		
Change Control Note	CC Number:	
<b>Part B: Evaluation</b>		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, service levels component working arrangements and any other contractual issue.		
<b>Brief Description of Solution:</b>		
<b>Impact:</b>		
<b>Deliverables:</b>		



<b>Timetable:</b>	
<b>Charges for Implementation:</b> (including a schedule of payments)	
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)	
<b>Authorised by the CCSP</b>	<b>Date:</b>
<b>Name:</b>	
<b>Signature:</b>	



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4894597  
Dated/दिनांक : 01-05-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-05-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-05-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Posts
Organisation Name/संगठन का नाम	Department Of Posts
Office Name/कार्यालय का नाम	Postal Directorate, Dak Bhawan, New Delhi
Item Category/मद केटेगरी	Custom Bid for Services - As per the details in RFP
Contract Period/अनुबंध अवधि	6 Year(s) 4 Month(s) 4 Day(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**Bid Details/बिड विवरण**

<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
---	-----

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	22000000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	79

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

ADG Technology  
Postal Directorate, Dak Bhawan, New Delhi, Department of Posts, Department of Posts, Ministry of Communications  
(Manoj Pragada)

**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

COMMERCIAL BOQ - [1714556992.xlsx](#)

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

**GEM Availability Report ( GAR):**[1714206348.pdf](#)

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1714559919.pdf](#)

**Instruction To Bidder:**[1714559939.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1714559961.pdf](#)

**Scope of Work:**[1714559980.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1714560000.pdf](#)

**Service Level Agreement (SLA):**[1714560028.pdf](#)

**Payment Terms:**[1714560047.pdf](#)

**Penalties:**[1714560068.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1714560091.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1714560109.pdf](#)

**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1714560127.pdf](#)

**This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
As per details mentioned in the RFP document	100	70	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 70

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
09-05-2024 11:00:00	As mentioned in the RFP document.

**Custom Bid For Services - As Per The Details In RFP ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	As per the details in RFP
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Rituraj Yadav	110001,Room No. 411 & 422, Dak Bhawan, Sansad Marg New Delhi- 110001	1	N/A

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

### 1. Generic

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

### 2. Buyer Added Bid Specific ATC

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

### 3. Buyer Added Bid Specific SLA

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

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

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

---Thank You/धन्यवाद---