



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5730135
Dated/दिनांक : 19-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-01-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-01-2025 15:30:00
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	Hiring of Agency for IT Projects- Milestone basis
Contract Period/अनुबंध अवधि	5 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20000 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
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	5 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	80000000

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).	62

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

Senior Postmaster, Sansad Marg HPO
Sansad Marg, New Delhi, Department of Posts, Department of Posts, Ministry of Communications
(Senior Postmaster)

UIN Number NCTGC2415P

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Commercial Bid - [1734609585.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Buyer to specify Minimum number of IT Professionals on payroll of service provider and specify documentary evidence:As per RFP Document

Certification Requirements of service provider:As per RFP Document

Scope of Work:[1734609580.pdf](#)

Payment Terms:[1734609632.pdf](#)

Pre-Qualification Criteria:[1734609639.pdf](#)

Instructions to Bidder:[1734609618.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 RFP Document	100	70	View file	Yes

Total Minimum Passing Technical Marks: 70

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
31-12-2024 11:00:00	Offline: Dak Bhawan, Sansad Marg, New Delhi - 110001 Online: URL: https://bharatvc.nic.in/join/9262760071 Conference ID: 9262760071

Hiring Of Agency For IT Projects- Milestone Basis (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Scope of Work	Selection of System Integrator SI for Postal and Logistics Solutions under IT Modernization Project DoP IT 2
Resources Needed	As specified in Scope of work
Deployment of core team	hybrid(Buyer to specify model in scope of work)
Deliverables / Timelines	As per RFP
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity set to 1	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. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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---

**Request for Proposal
(RFP)
for
Selection of System Integrator (SI) for Postal
and Logistics Solutions under
IT Modernization Project – DoP IT 2.0**

Volume 1: Scope of Work

RFP No. Tgy-50/11/2024-Technology-DOP

Department of Posts
Ministry of Communications
Government of India

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1 Introduction

1.1 About DoP

For more than 160 years, the Department of Posts (DoP) has been the backbone of the country's communication and has played a crucial role in the country's social and economic development. DoP delivers mail, accepts deposits under Small Savings Schemes, provides life insurance cover under Postal Life Insurance (PLI) and Rural Postal Life Insurance (RPLI), and provides retail services like bill collection, sale of forms, etc.

With 1.6 Lakh post offices, DoP has the most widely distributed postal network in the world. The Department of Posts (DoP) has fulfilled India's communication needs for more than 160 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 2024, the Department of Posts with 1,64,972 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 90.60% (149478) of Post Offices are in Rural areas and the rest 9.40% (15,494) 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 4,17,114 employees of which 2,39,702 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 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 6,030 people and the Urban Post Office serves about 31,422 people. On average, each Post Office in India covers about 19.93 Square Kilometers and serves an average of about 8,415 people.

For more details:

Annual Report 2023-24 available at India Post website (www.indiapost.gov.in) may be referred

2 Scope of Work

DoP with the support of one of its divisions, Centre for Excellence in Postal Technology (CEPT) is developing applications for its Postal and Logistics business, with a focus on user-friendliness and maintainability. The main goal is to deliver high-quality applications that meet the DoP's needs. In this regards DoP envisages to onboard a System Integrator (SI) who shall be responsible for coalescing all the projects being undertaken by the department through various Service Providers and shall be responsible for provision of requisite skilled resources to work under CEPT and other services during the operations & maintenance phase of DoP applications.

The key areas and overall list of service provider details are mentioned below:

Area	Vendor / Responsible entity
Network & Network Connectivity at DCs and Field Network	DoP Network Integrator ("DoP NI")
Underlying IT Infrastructure & Cloud Services for the Postal and Logistics Application Solution	NIC (Meghraj Cloud)
Postal and Logistics Application Solution Development & Operations	CEPT
Vulnerability Assessment & Penetration Testing (VAPT) and Performance Testing of Postal and Logistics Application Solution	Vendor to be Onboarded (Process ongoing)
Contact Centre (for External Users)	Vendor to be Onboarded (Process ongoing)

As part of the multi stakeholder environment, the following roles and responsibilities have been identified which shall be undertaken by the stakeholders:

Function	Parameter	Stakeholder
Requirement Gathering	DoP shall collect detailed information about functionality and any compliance requirements. All findings will be documented and confirmed with the stakeholders. Resources deployed by SI (selected through this RFP process) will support DoP on this as required	CEPT (DoP)
Application Design	DoP shall design the application's architecture and user interface. This includes creating prototypes etc., which will be shared with DoP	CEPT (DoP)

Function	Parameter	Stakeholder
	for feedback to ensure usability. Resources deployed by SI will support DoP on this as required	
Development	DoP shall follow an agile development approach, breaking the project into smaller, manageable sprints. Coding standards shall be followed to ensure quality and necessary integrations with existing systems. Resources deployed by SI will support DoP on this as required	DoP (CEPT)
Testing	A thorough testing strategy shall be implemented, including unit testing and user acceptance testing (UAT). UAT shall involve DoP stakeholders to ensure the application meets all requirements before launch.	DoP (CEPT)
Target-Architecture Management	<p>DoP shall be responsible for design, implementation and maintenance of Infrastructure / Deployment Architecture of DoP's applications.</p> <p>Resources deployed by SI will support DoP on this as required. The SI shall ensure that architectural decisions align with business goals, enhance efficiency and facilitate integration and scalability. Key components shall include governance, documentation, communication and continuous assessment to adapt to changing needs and technologies.</p>	DoP CEPT)
Infrastructure Provisioning	NIC shall provision IT infrastructure, including compute, storage, backup, and security services, on the NIC Meghraj Cloud, aligned with the application landscape and environment requirements. NIC will also provide essential infrastructure components such as virtual machines (VMs), containers, storage, networking, and other resources, with the capability to scale them as needed.	NIC
Security Audit and Performance Testing	DoP shall leverage services from a Cert-In empaneled security auditing agency to conduct a comprehensive Information Security Audit and Performance Testing of its applications	DoP (Third Party)

Function	Parameter	Stakeholder
Application Deployment	The resources provided by SI will create a deployment plan that outlines the steps for launching the application. After deployment, the SI will provide support to monitor the application's performance and report any issues that arise.	SI
Documentation and Training	DoP with the support of resources of SI shall produce detailed documentation throughout the project, including technical operations guides and user manuals. CEPT shall conduct training sessions with the SI's technical team to ensure they can manage the application after it goes live.	DoP (CEPT)
Maintenance of Applications	The resources provided by SI shall work for deployment, maintenance and support services under supervision of CEPT. This includes reporting any issues and deploying patches for the fixes on the reported issues. Performance monitoring tools will help track usage and identify areas for improvement.	DoP (CEPT)
Application & Underlying Infra: Operations and Maintenance	The DoP has provisioned the underlying infrastructure and cloud services from NIC for hosting the IT 2.0 applications. The SI will coordinate with NIC Meghraj team for cloud operations and reporting. The SI resources will assist the DoP in performing regular updates and patches, including coordination with the security audit Third-Party Auditor (TPA) during audits, and implement all necessary patches and recommendations from the audit agency, following mutual discussions with the DoP.	SI
Helpdesk for Internal Users	SI shall use the HDMS solution developed by DoP and provide comprehensive Helpdesk support to address various user and technical issues. This support shall be limited to (L1) Support for technical/ non-technical user inquiries.	SI
Contact Centre for External User	The Service provider shall be responsible for establishing, operating, and managing the end-	DoP (Third Party) (RFP process ongoing for

Function	Parameter	Stakeholder
	to-end Contact Centre services at their own premises.	selection of Third Party)
Provisioning and Management of Software License	The SI shall provision and manage the required Software Licenses / enterprise OEM support services for the open-source software for the contract duration. The SI shall also provision the open source-based application performance monitoring tool for monitoring of the Postal and Logistics Application and implement the tool for monitoring of the application during the contract duration. Monitoring SLAs shall be agreed with DoP at the project inception stage. The tool shall be hosted at NIC Meghraj cloud.	SI
CCCC	The SI shall establish the Centralized Command and Control Centre (CCCC) at the CEPT Headquarters in Bengaluru, preferably using open-source tools. The SI will be responsible for provisioning the complete CCCC solution, including provisioning, designing, supplying, configuring, implementing, and maintaining all necessary hardware and software components associated with the CCCC solution.	SI

2.1 Background of the Project

1. The broad scope of work includes the following but not limited to:
 1. Deployment of requisite resources at CEPT Bengaluru for Application development, deployment, management and monitoring of Postal and related applications of the DoP including antivirus solutions to endpoint devices.
 2. Management of underlying IT cloud services in coordination with NIC Meghraj cloud team
 3. Provisioning and management of the Centralized Command and Control Centre (CCCC) at Bengaluru
 4. Provisioning enterprise support, management & renewal of Software License and support services for open-source technologies of DoP (including provision, configuration and operations of open source based

postal and logistics application performance monitoring tool for the contract duration)

5. Providing team of resources during the contract period on T & M basis to perform the services mentioned in this RFP

Scope work further detailed in subsequent sections as below:

2.2 Deployment of requisite resources for Application development, deployment, management and monitoring of Postal and related applications of the DoP

This section provides the scope of work to be executed by the System Integrator during the contract period related to management of Postal and related applications. SI will deploy requisite resources as agreed with DoP (CEPT) from time to time for performance of the tasks detailed herewith. Deployed resources may be assigned other tasks also on time-to-time basis.

2.2.1 Implementation of CI/CD Pipeline

The Systems Integrator (SI) will design, implement, and maintain Continuous Integration/Continuous Deployment (CI/CD) pipelines for both frontend and backend services. These pipelines will be made available for DoP usage, enabling development teams to efficiently build, test, and promote changes to production stages. For designing and implementation of CI/CD pipeline, SI needs to follow the below mentioned steps:

1. Requirements Gathering: The System Integrator shall gather the detailed requirements for the CI/CD pipelines, including specific tools among the DoP Technology Stack, languages, frameworks, and deployment environments.
2. Pipeline Architecture: The System Integrator shall design a robust CI/CD pipeline architecture that supports both front-end and back-end services, ensuring scalability and flexibility. It shall include stages for building, testing, and deploying applications, as well as promoting code changes through various environments (development, staging, production) using the Technology Stack.
3. Front-end CI/CD Pipeline:
 - i. Create a CI/CD pipeline for front-end applications, incorporating build tools and testing frameworks.
 - ii. Implement automated testing processes to validate code quality and functionality before deployment.
 - iii. Establish deployment processes to publish frontend assets to staging and production environments as per the approval of CAB (Change Approval Board).

4. Backend CI/CD Pipeline:
 - i. The SI shall develop a CI/CD pipeline for backend services, integrating build tools and testing frameworks.
 - ii. The SI shall implement continuous testing practices, including unit tests, integration tests, and API testing.
 - iv. The SI shall set up automated deployment to cloud environments ensuring zero downtime deployments as per the approval of CAB (Change Approval Board).
5. Pipeline Management
 - i. The SI shall provide ongoing management of the CI/CD pipelines, including monitoring performance, addressing issues, and making necessary updates.
 - ii. The SI shall implement version control for the pipeline configurations to facilitate easy rollbacks, custom image deployments and historical tracking.
6. Documentation and Training:
 - i. The SI shall prepare comprehensive documentation detailing the CI/CD pipeline setup, usage, and best practices.
 - ii. The SI shall conduct training sessions for DoP development teams to ensure they understand how to utilize the CI/CD pipelines effectively.
7. Continuous Improvement:
 - i. The SI shall regularly review and optimize the CI/CD processes based on team feedback and evolving project requirements.
 - ii. The SI shall be expected to update the DoP team about industry best practices and integrate new tools or methodologies, as appropriate, subject to DoP's approval, to enhance pipeline efficiency.
8. The SI shall ensure that CI/CD pipelines are easily accessible to all DoP development teams, with appropriate permissions set for different roles (e.g., developers, testers, release managers). Additionally, it shall implement a user-friendly interface or dashboard to facilitate monitoring and management of the CI/CD processes.
9. The System Integrator shall establish a support mechanism for addressing any issues related to the CI/CD pipelines, including troubleshooting and assistance with pipeline configurations.

2.2.2 Testing Support

The System Integrator shall provision and implement the tools and licenses required for testing. The automated testing shall be implemented for functionality, performance, and security to enhance the reliability and security of applications and infrastructure. This shall include the following key components:

1. Automation of Testing

The System Integrator shall support the automation of functionality, performance, and security testing by implementing suitable tools. This measure aims to streamline workflows, reduce human error, and ensure that applications consistently meet the set performance and security standards.

2. Integration of SAST and DAST

The Testing Support provided by the System Integrator shall utilize Static Application Security Testing (SAST) and Dynamic Application Security Testing (DAST) methodologies. This dual approach provides a comprehensive approach to security testing. SAST shall help facilitate early detection of vulnerabilities inside the application and infrastructure during development, while DAST shall evaluate applications in real-time environments, simulating potential attacks to uncover vulnerabilities only visible during execution.

3. Continuous Monitoring and Proactive Identification

The System Integrator shall ensure continuous monitoring of applications and infrastructure, enabling proactive identification and remediation of vulnerabilities. This integrated strategy shall strengthen security and enhance overall application reliability and performance.

4. Tool Integration

The System Integrator shall evaluate, select, and configure appropriate SAST tools for static code analysis, and implement DAST tools to assess running applications for vulnerabilities. Any additional tools required for integration must receive prior approval from DoP to align with project objectives and security protocols.

5. Continuous Improvement and Training

The System Integrator shall establish monitoring processes and update testing practices in response to emerging threats. The System Integrator shall conduct regular training sessions for DoP development and security teams that shall help enhance the understanding of SAST and DAST methodologies and promote best practices in application security.

2.2.3 Testing and Quality Assurance Requirements

2.2.3.1 Pre-commissioning Tests

Pre-commissioning tests for Information System are conducted to ensure that the system is properly installed, configured, and ready for operational use. These tests help identify any issues or discrepancies before the system goes live.

Test Planning and Strategy:

The System Integrator shall develop a detailed test plan that outlines the testing approach, objectives, scope, and timeline. This plan should identify the necessary test environments and resources, define a comprehensive test strategy. This structured framework should ensure efficient and thorough testing throughout the project lifecycle. The following should be included but not limited:

1. Virtual Machine Post Migration Testing: The SI shall verify that the Virtual machines are completely migrated from the source to the destination environment. Certify migration success and ensure systems and applications work as expected in the cloud environment, which will be validated by DoP.
2. System Functionality Test: DoP to test the functionality of the applications by performing various tasks and transactions that represent typical usage scenarios. This includes creating and managing transactions generating reports and performing typical operations. DoP shall ensure that all core features and modules are functioning as expected and validate workflows. SI shall test network controls, access controls, permission settings, and collaboration features.
3. Data Integrity Test: SI to validate the integrity of data replicated between the DC and DR periodically on an hourly basis, helping the DoP team to validate the migrated data onto the destination. This involves checking if data is accurately captured, stored, and retrieved without any loss or corruption. Test data consistency across different modules and verify that data validation rules and constraints are properly noted.
4. Interoperability/Integration Test: If the application deployed on the Cloud needs to interface or integrate with other systems or devices, DoP shall conduct interoperability tests to ensure seamless data exchange. DoP shall test the compatibility and functionality of interfaces with other relevant systems.
5. Compatibility Testing: Test to ensure that the systems are compatible with the destination cloud provider's infrastructure and services.
6. Regression Testing:
 - a) DoP shall perform regression testing to ensure that new feature additions or bug fixes do not negatively impact existing functionalities.

- b) DoP shall test critical functionalities and workflows to ensure that they continue to work after updates or changes to the Information System.

7. Performance, Scalability and Load Test:

- a) Third Party Security Audit agency shall assess the performance of the Information System under normal and peak load conditions. Measure response times for various operations and transactions to ensure acceptable performance levels.
- b) Third Party Security Audit agency shall Conduct stress testing to determine the system's stability and scalability by simulating high user loads and heavy data processing.
- c) Security and Access Control Test: SI shall validate the security measures implemented in the NIC cloud. Test user authentication and access control mechanisms to ensure that user permissions are properly enforced. Conduct penetration testing to identify vulnerabilities and assess the system's resilience against security threats.
- d) Disaster Recovery Test: SI shall test the disaster recovery mechanisms and backup/restore procedures. Simulate data loss or system failure scenarios to ensure that backups are available and can be successfully restored. Verify the system's ability to recover and resume normal operations in the event of a disaster.
- e) User Acceptance Test (UAT): DoP shall involve end-users and key stakeholders in user acceptance testing. Have them perform their routine tasks using and provide feedback on the platform's usability, functionality, and adherence to their requirements.

The System Integrator shall provide dedicated resources for testing and quality assurance activities as listed by DoP to ensure that the delivery meets the desired quality standards and user expectations. The testing process should be well-documented, and any issues or bugs should be tracked, reported, and resolved promptly.

2.2.4 Deployment

2.2.4.1 Calendar

1. DoP will provide a deployment calendar with blocked, restricted and available days for CI/ CD pipeline production deployment.
2. Creation of Deployment Calendar:

- i. The SI will design a deployment calendar that clearly indicates blocked, restricted, and green (available) days for production deployments and Patch deployments etc. for DoP and for each microservice separately.
 - ii. Blocked Days: Identify specific dates when no deployments will be allowed due to potential conflicts, critical business activities, or other significant events.
 - iii. Restricted Days: Define days when deployments require additional scrutiny or approval, potentially due to ongoing maintenance, system upgrades, or other operational considerations.
 - iv. Available Days: Mark days when deployments are fully permitted without restrictions, allowing for regular CI/CD activities.
3. Maintenance of the Calendar
 - i. The SI will ensure the deployment calendar is regularly updated to reflect any changes in business operations or scheduling needs.
 - ii. Communicate updates to all relevant stakeholders to ensure alignment and awareness of deployment schedules.
4. The SI shall establish a communication plan (DoP wide common dashboard) to inform stakeholders about the deployment calendar, upcoming changes, and the MCM approval process. Regular updates will be provided to ensure all teams are aware of deployment schedules and any potential impacts on their work.
5. The SI shall ensure that all deployment-related documentation, including MCM tickets and test results, is maintained in a centralized repository for easy access and reference. Documentation will be regularly reviewed to ensure compliance with standards and facilitate audits if necessary.

2.2.4.2 Communication and Documentation

1. **Stakeholder Communication:** The SI shall establish a communication plan to inform stakeholders about the deployment calendar, upcoming changes, and the MCM approval process. Regular updates will be provided to ensure all teams are aware of deployment schedules and any potential impacts on their work.
2. **Documentation Standards:** The SI shall ensure that all deployment-related documentation, including MCM tickets and test results, is maintained in a centralized repository for easy access and reference. Documentation will be regularly reviewed to ensure compliance with standards and facilitate audits if necessary.

2.2.4.3 Monitoring and Continuous Improvement

- Monitoring Deployment Effectiveness:
 1. The SI shall implement mechanisms to monitor the effectiveness of the deployment policy, including tracking deployment success rates, rollback incidents, and post-deployment issues.
 2. Gather feedback from stakeholders involved in the deployment process to identify areas for improvement.
 3. KPIs as defined by DoP to evaluate deployment effectiveness shall be implemented which includes Zero Deployment downtime, Mean Time to Recovery (MTR), Number of deployments per week/month, Customer satisfaction ratings post-deployment etc.
- Policy Review and Updates:
 1. The deployment policy will be reviewed periodically to ensure it remains aligned with organizational goals, industry best practices, and evolving project needs.
 2. Recommendations for updates will be made based on monitoring results and stakeholder feedback.

2.2.4.4 Automated Deployments

The SI shall implement automated deployments that facilitate rapid and consistent delivery of low-risk changes into production.

- Preconditions for Automated Deployment: Changes must meet specific criteria before automated deployment:
2. All automated tests (unit, integration, UAT etc.) integrated in the CI/CD pipeline must pass.
 3. Security scans integrated in the CI/CD pipeline must indicate no critical vulnerabilities.
 4. Monitoring systems must be in place to track the impact post-deployment.
 - CI/CD Pipeline Integration: The automated deployment process shall be fully integrated with the CI/CD pipeline, allowing seamless transitions from development to production as long as all preconditions are satisfied.
 - Deployment process: The automated deployment process shall involve rolling out changes to a small subset of users or services before a full-scale deployment. This approach allows for real-time monitoring and testing of new changes in a production environment without affecting all users at once. Therefore, the process shall include below steps:

- 1 Initial Rollout: Deploy the new version to a small percentage of the user base
 - 2 Monitoring: performance metrics, user feedback, and error rates.
 - 3 Evaluation: Assess the deployment.
 - 4 Full Rollout: Provision for the gradual increase in the rollout percentage OR full rollout.
 - 5 Rollback Mechanism: If any issues are detected, the deployment has to be rolled back without impacting the entire user base.
- Post-Deployment Monitoring: Even after full deployment, there shall be provision for rollback to revert to the previous stable version.

2.2.5 Support Services for Helpdesk

The SI shall establish a help desk or support centre staffed with knowledgeable support personnel who can assist users. The help desk shall be accessible through various channels, such as phone, email, live chat, or a web-based ticketing system and dedicated support portal, to receive and track user requests for technical support. Adhere to the hours of operation for support services and any exceptions for after-hours or critical issue support, as specified in the contract.

The System Integrator (SI) shall provide comprehensive Helpdesk support to log various user issues via email phone, email, live chat, or a web-based ticketing system etc.:

- a) L1 Support (Non-tech): Raising tickets, following up with the concerned teams, escalations, closure of tickets, user permission/role-related issues, missing master data-related issues, support to call centre tickets, support to tickets raised by the Employees and Customers, etc.

1. Level 1 Support (L1)

a) User Permission and Role Management:

1. Address user requests related to permissions and role assignments within applications.
2. Assist users in resolving access issues and ensuring appropriate levels of access based on defined roles.
3. Ensure timely updates and communication with users regarding the status of their inquiries.
4. Monitor service desk performance metrics, including response times, resolution rates, and user satisfaction levels.
5. Provide regular reports to management on help desk activities, highlighting trends, challenges, and areas for improvement.

6. Create and maintain a knowledge base of common issues and resolutions to facilitate faster troubleshooting and enhance user support.
7. Ensure that documentation is kept up-to-date and easily accessible to help desk staff.

b) Master Data Issues:

- i. Manage inquiries related to missing or incorrect master data within the system.
- ii. Coordinate with relevant teams to investigate and resolve data discrepancies.

- c) General Support: Assist with other non-technical user-related issues as they arise, ensuring prompt resolution or escalation to the appropriate tier.

2. Working Hours:

- a) The helpdesk shall be operational from 0800 hrs to 2000 hrs on DoP working days in two shifts.
 - b) DoP staff will be available from 9:30 am to 6:00 pm on working days. All sign-offs and acceptance procedures must be conducted during this period.
 - c) The selected team shall be deployed on-site at DoP as required, ensuring the police verification of the selected personnel by SI. The Working hours and days shall be aligned with the DoP's calendar. No additional resources shall be added to the project without the DoP's explicit approval.
3. The System Integrator is expected to document all the activities, SOPs and the same to be made available to DoP, as and when required.

2.2.6 Operation and Management

1. The System Integrator (SI) is required to deliver comprehensive monitoring services across application performance, infrastructure, and network utilization. The solution shall leverage the centralized command control centre and an admin console for real-time monitoring and reporting, alongside support for service level agreements (SLAs).
2. The System Integrator shall manage the existing IT Infra and the operations at Mysuru Development Centre. The details of the IT infra-available at Mysuru Development Centre is provided in Section 2.3.3.
3. DoP has emphasized openness and neutrality for which the DoP technology stack is primarily built on open-source technology components. Open-Source technology shall

continue to be the norm for technology choices for future enhancements to the DoP technology platform.

4. Additionally, Open-Source technologies with enterprise support shall be preferred wherever available. The details of the DoP Tech Stack for IT 2.0 are given in Section 2.5.1.
5. DoP may on-board any third-party services, System Integrators, procure infrastructure, tools/software for its operations at any point of the contract. Without any prejudices the System Integrator shall support all the above and manage the entire operations on behalf of DoP as a System Integrator.
6. DoP team also work in tandem with the System Integrator with respect to application deployment, management and infra management. The System Integrator shall ensure the security compliance.
7. The System Integrator shall support for all the Tech stack, coordinate for the necessary software components, maintain IT infrastructure, middleware components, databases, network connectivity, security, compliance, and governance features.
8. The System Integrator shall provide support for Backup, Storage, Archival & Retrieval Solutions and storing Backups at 3rd party locations.
9. The System Integrator shall provide a solution to implement Log Rotation Policy and Archival Solution based on DoP Policy.
10. The System Integrator shall provide antivirus solutions to endpoint devices, including renewals, upgrades, and patch updates, for approximately 130,000 desktops and laptops of the DoP deployed nationwide.
11. The licenses, Software support/services procured by the SI should be in the name of DoP and operate on behalf of DoP.
12. The System Integrator shall maintain the Kubernetes environment (K8s) and K8s secrets & environment configurations used by the CICD pipeline along with DoP Tech team.
13. All the manpower resources shall be made available at DoP premises as per the location requirements mentioned by DoP.
14. The System Integrator shall provision & manage the resources to maintain the DoP applications along with the DoP tech team.
15. DoP may get the required application developed through third-party System Integrators based on the urgency and requirements. The System Integrator is required

to manage those applications by providing suitable resources as and when requested by the DoP.

16. The list of required technical manpower resources that may be required for application deployment & maintenance is mentioned in Section 3. The actual number of resources required will be intimated as and when required.

2.2.7 Change Approval Process

1. The DoP management will convene a Change Approval Board (CAB) to review and approve MCM tickets submitted for changes scheduled during blocked and restricted days. The System Integrator will assist in coordinating CAB meetings, preparing documentation for review, and ensuring that all necessary stakeholders are present for discussions.
2. Master Change Management (MCM) Ticketing: The SI will establish a process for generating Master Change Management (MCM) tickets that document all changes proposed for production deployment during blocked or restricted days. Each MCM ticket must include:
 - i. Identifying resources that will generate MCM tickets.
 - ii. Review and approval process
 - iii. Process for Special and Light Weight CAB
 - iv. Instructions on when to refer to CAB
 - v. Details of the Change: A clear description of the changes being pushed to production, including the purpose and expected impact.
 - vi. Test Results: Evidence of successful testing in the CI/CD pipelines, including unit tests, integration tests, and user acceptance tests (UAT) that demonstrate the changes meet quality standards.
3. DoP management (CAB – Change Approval Board) has to approve MCM (Master Change Management) tickets containing all the changes that are being pushed to production. Such an MCM shall have details of the change, test results and VAPT security test results.
4. The CAB will meet every Wednesday by 4.00 p.m. and discuss the development and deployments. The CAB will approve the deployment plan. The SI will present the deployment details for the following week along with functionality and security test results including technical documentation. Based on the approval of the CAB, the deployments will be implemented by the System Integrator.
5. The CAB will be headed by DD/ AD (Operations). The following are the members:

- a) DD/ AD Application
- b) DD/ AD Security
- c) DD/ AD Infra & Network
- d) System Integrator

2.3 Management of cloud services (NIC Cloud DC/DR/Mysuru Development Centre)

2.3.1 Cloud Services provided by NIC

Following are the services and types provided by the NIC for DoP:

S. No	Services	Description	Service Type
Compute/ PaaS/ Storage			
1	Virtual Machines	Virtual Machines (Redhat Linux and Windows)	IaaS
2	Block Storage	Software defined Storage	IaaS
3	Object Storage	Object Storage	IaaS
4	File Storage	File Storage	IaaS
Database			
5	Database	PostgreSQL DB	PaaS
Security			
6	NGFW	Software defined firewall for L4/L7 protection	IaaS
7	Anti-virus / Anti-malware	Anti-Malware and Anti-Virus Protection	IaaS
8	LB/WAF	Software defined Load balancer and WAF services	IaaS
9	Vulnerability Assessment	Vulnerability Assessment	IaaS
10	DDoS Protection	DDoS Layer 7	IaaS
11	SSL Certificate	SSL Certificate	IaaS
Backup			
12	Backup	Backup as a Service	PaaS
Others			
13	Public IP	Public IP	IaaS
14	CDN	CDN	IaaS
15	Site 2 Site VPN	Site 2 Site VPN	IaaS

S. No	Services	Description	Service Type
16	Client 2 site VPN	Client 2 site VPN	IaaS

Infrastructure Volumetrics for DoP provided by NIC

1. A total 806 virtual machines shall be provisioned (Prod=362, SIT=82, DR=362)
2. Approx 110 TB of block storage shall be provisioned for virtual machines
3. Approx 4 PB of additional block storage required for database.
4. Approx 263 TB of object storage is required for storing unstructured data
5. Approx 272 TB of File storage for storing data and persistent disks for Kubernetes clusters
6. Backup solution for all the data approx. 624 TB Backup capacity.

Service Accessibility Provisioned by NIC

1. Provisioning & facilitating of intranet and internet connectivity port for End users and developers to access the hosting environments as per DoP requirements.
2. End Users of the application access the application on the browser.
3. The traffic will land on the NIC cloud gateway and traffic further inspect through gateway Firewall and then it is further inspected by intrusion prevention system as a part of perimeter multilayer security architecture.
4. Application load balancer instances would be front ending of server farm area as per the various application landscape environment required by DoP IT 2.0 applications.
5. Provisioning of DMZ, MZ and management zone for the entire solution as per the To-Be state.
6. Provisioning of multi-layered security consists of Firewall, WAF, DDoS, Anti-malware as part of the NIC Meghraj cloud platform.
7. NIC Meghraj Cloud will be used for the multitenancy along with cloud management and operations.

2.3.2 Cloud Managed Services

The SI shall be responsible for coordination with NIC Meghraj cloud team to operate and manage the cloud services provided by the NIC and design the target state comprising the following, but not limited to:

- a) Design of underlying IT Infrastructure architecture for DoP IT 2.0 applications
- b) Provisioning of various cloud services as required by DoP IT 2.0 applications
- c) Provisioning of Virtual Machines/Kubernetes Cluster as per application landscape environments
- d) Assisting in Patch management of IT 2.0 applications and all necessary hardware and software part of target state of DoP 2.0.
- e) Assisting in Backup process and procedure of all the required services & their restoration as and when required by DoP.
- f) MIS & Reports – Daily/Weekly/Monthly and Quarterly
- g) Real-time monitoring of DoP Infrastructure services
- h) Maintenance & Support of cloud services
- i) Database performance monitoring & management
- j) Reports for backup process on a daily basis with DoP team
- k) Monitoring and maintenance reports on a monthly basis and as and when required.
- l) Availability of server logs/records for audits
- m) Access to monitoring tools for measuring the service levels, application performance, server performance, storage performance, and network performance.
- n) Support in the audit of the entire system on a yearly basis and as and when required.
- o) Review and suggest modifications in disaster recovery plans and guidelines for DoP providing details.
- p) The SI will also be responsible for maintaining VMs, Kubernetes cluster, middleware, databases, security, compliance and governance features etc.
- q) On expiration/ termination of the contract, handover/migration of VMs, data in the cloud shall be in control of DoP, the responsibility of the SI would be to convert VMs, data and transfer to a common place, as approved by DoP, so that the System Integrator or DoP can port it.
- r) The SI shall develop, prepare, and provide the implementation plan for Target state. The Implementation plan shall have detailed design, drawings, and schedule along with an inspection and test plan, risk matrix and risk mitigation strategy, training material, and documentation for all deliverables.
- s) The network connectivity between Post offices to DC & DR, and internet connectivity at DC & DR will be provided by the DoP and SI will coordinate with

DoP NI.

- t) The SI shall be responsible to support DoP in coordination with Meghraj team/DoP NI in the installation and configuration of all the necessary services and solution as a part of DoP 2.0 IT solution -
- i. Network and connectivity related services like DNS, DHCP and IP address including at field locations of DoP.
 - ii. VM/Container for compute and Storage including storage tiering as per storage requirements
 - iii. Database and database activity monitoring
 - iv. Managing applications landscape environments including Web/App/DB tiers
 - v. Security services including at cloud DCs and end point protection
 - vi. Supporting DR Drill activities annually as per DoP requirements

2.3.2.1 Training and Support

1. The SI shall provide support for the training to the staff members and System Administrators of DoP on DR.
2. The SI shall provide and maintain the complete documentation of the DR solution.
3. The SI shall prepare the proper escalation procedures and emergency response in case of failure/disaster at Primary DC.
4. The SI to coordinate with the respective application/ product support System Integrators to support DR in the event of a disaster or for performing periodic maintenance & upgrade activities.

2.3.2.2 Testing and Compliance

1. DoP reserves the right, on its own or via a third-party auditor, to conduct overall testing at any point in time during the contract period for the services delivered by the System Integrator.
2. The SI shall develop appropriate policy, and checklists in line with ISO 22301 certification for BCP.
3. The SI shall assist DoP to adopt Zero Trust Architecture (ZTA) framework for securing its applications from cyber threats to protect data and services.

2.3.2.3 Supply, Install, configure and management of SIEM and SOAR solution

The SI is required to implement a SIEM solution capable of aggregating, correlating, and analyzing security alerts, events, and logs generated across DoP IT 2.0

ecosystem. The SI to ensure compliance with IT security standards and continuously monitor threats and log data produced by various devices and subsystems of DoP 2.0 IT solution. The SIEM and SOAR solution should include the following minimum features and functionalities:

- a. **Real-time Monitoring and Analytics:** Provide real-time analysis of security alerts and events to enable immediate response to potential threats.
- b. **Incident Response Automation:** Integrate with incident response workflows to automate the identification, prioritization, and remediation of security incidents.
- c. **Log Management and Retention:** Ensure efficient management, storage, and retention of log data in compliance with regulatory requirements and organizational policies.
- d. **Integration Capabilities:** Seamlessly integrate with other security solution and services including cloud security solutions.
- e. **Workflow Automation:** Creation of workflows that define how different security t and processes should interact. These workflows automate routine tasks, such as data enrichment, threat intelligence gathering, and incident triage.
- f. **Centralized Management:** Provides a centralized interface for managing and coordinating security operations, allowing security teams to view and control actions across multiple tools from a single platform.

The SI shall provide a monitoring dashboard for security incident and monitoring services, which shall include and integrate SIEM, SOAR, and threat hunting capabilities.

2.3.3 Mysuru Development Centre

1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below:

S. No.	Hardware Type	Make	Model	Qty
1	BladeServer	HP	Synergy 480 Gen -10	7
2	BladeServer	HP	Proliant BL 460 C Gen10	10
3	BladeServer	HP	Proliant DL 380 Gen 10 Plus	5
4	Network Switch	Netgear	XSM438S	2
5	Network Switch	HP Aruba	ARUBA 2930F 24G	1
6	Network Switch	Dlink	DGS1250	1
7	SAN	Oracle	Sun ZFS Storage ZS3 -2	1

S. No.	Hardware Type	Make	Model	Qty
8	SAN	Tyron	D3-QUA -226D	1
9	NAS	Dell	Emc NX 3240	1
10	Enclosures	HP	C7000	6
11	Enclosures	HP	Synergy 12000	1

- The AMC for the Mysuru Development Centre infra shall be managed by System Integrator.
- This involves integrating hardware and software systems to provide 24x7 seamless operations and services with utmost satisfaction to Employees/customers. It includes Application, Infra, Data and Network Management.

2.4 Provisioning and management of Centralized Command and Control Centre at Bangalore

The SI shall be responsible for setting up the Centralized Command and Control Centre (CCCC) at the CEPT Headquarters in Bengaluru. This setup will utilize open-source tools to ensure flexibility and cost-effectiveness. The SI will supply and install all required IT infrastructure necessary for the establishment and ongoing maintenance of the CCCC. This includes providing the necessary hardware, such as servers and networking equipment, software and display screens essential for the operation of the Command-and-Control Centre the details of which are mentioned below.

Additionally, the SI will deploy its resources to operate from this center, ensuring that skilled personnel are available to manage and support the CCCC's functions.

The DoP will provide only physical space, furniture, and power supply for the center's operations.

Note: The below mentioned BOQ is baseline, the bidders may propose the optimal solution.

S. No	Description	Quantity
1	Projector-1 (8000 lumens)	2
2	Projector-2 (4000 lumens)	1
3	Projector Screen 1 (180 Inch)	2
4	Projector Screen 2 (100 Inch)	1

5	75" LED Display Screen	6
6	Wired and Wireless Presentation Solution for Conference Room	3
7	8-Port HDMI Cat 5/6 Splitter	3
8	Video Conferencing Unit	2
9	Desktop PC	25
10	Laptop	3
11	Workstations for DoP CCCC Operators	50
12	49" Curved Monitor for DoP CCCC Operators	50
13	IP Phones	50
14	IP PABX System & PRI Modem pair	1
15	Multi-Function Printer (Heavy Duty)	3
16	Colour Laser Printer (Heavy Duty)	1
17	Indoor Wi-Fi Access Points	20
18	Wireless LAN controller (Hardware/Software with server) with necessary licenses	1
19	Video Wall Cubes- 70/72 (Video walls of 5 X 4 matrix)	20
20	Network based Video Wall Controller (for 60 inputs and 60 outputs). This includes the Management Server, Network switches, etc. required to connect the encoder and decoder.	1
21	Video Wall Monitoring Software	1
22	8 ports Managed PoE+ Switch	15
23	24 ports (1G/1G) Web Managed Switch	5
24	24 ports (1G/10G) Web Managed Switch	5
25	48 ports (1G/10G) Web Managed Switch	2

26	1G SFP LX Transceiver Module for above 24 Port Web Managed Switches	10
27	10G SFP+ LR Transceiver Module for 24 Port/48 Port Web Managed Switches	15
28	42U Rack for Network Devices	2
29	Access Control System	1
30	Fixed Dome Camera	25
31	32-Channel Network Video Recorder (NVR) with all necessary mounting accessories, including a hard drive for 30 days of recording storage and bundled Video Management Software (VMS).	1
32	CCCC software with perpetual licenses and unlimited sensors including customization as per requirement of the DoP (Includes API level integration with the sub-system/native systems of the DoP)	1
33	Call Center Management Software solution for 50 user licenses	1
34	Enterprise Management System (including SLA Management, Helpdesk Management, Network Management, Business Management Solution) - Monitoring the health of 3,000 devices from the CCCC	1

2.4.1 Requirements Overview

1. To monitor entire ecosystem DoP's IT 2.0 applications, network, cloud services and field setup.
2. Provide the health and availability of application, underlying IT infra services, and network and network connectivity.

Key Objectives:

1. Escalate problems to appropriate stakeholders as per the agreed escalation matrix.
2. Verify Service Level Agreements (SLA) and expectations.
3. Analyze application traffic, network traffic, bandwidth utilization, and configure alerts/reports.
4. Provide real-time, at-a-glance insights into the DoP Network, Infrastructure, and Applications.

System Integrator (SI) Responsibilities:

1. Providing the Centralized Command and Control Centre (CCCC) as a service to the DoP. This includes the supply, installation, configuration, and maintenance of

the required IT infrastructure necessary for the CCCC to ensure seamless and efficient operations.

2. Ensure the CCCC solution supports auto-ticketing for faults across all IT 2.0 components via API integration with DoP's ticketing tool.
3. Configure APIs to:
 - a. Raise alarms or triggers.
 - b. Generate tickets automatically in the ticketing tool.
4. Assign incidents/faults/requests related to the DoP network to the CCCC team for L1 troubleshooting.
5. Escalate unresolved issues to the respective team.
6. Configure the Network Team contact database to ensure ticket information is automatically emailed to relevant stakeholders.
7. SI shall provide Video Wall Solutions for Centralized Command and Control Center
 - a. Video Wall Cubes - Size: 70/72 inches. Number of cubes and matrix configuration to be determined based on site requirements.
 - b. Network-Based Video Wall Controller Includes the necessary Management Server and Network Switches required to connect encoders and decoders.
 - c. Video Wall Monitoring Software Comprehensive software solution for monitoring and managing video wall operations.
 - d. Customization The number of cubes and the matrix configuration will be finalized as per the specific requirements of the DoP Centralized Command and Control Center.
 - e. Scalability: The solution should allow for future expansion if more screens are needed.
 - f. Power Consumption: Energy-efficient models should be preferred to reduce operational costs.
 - g. Maintenance and Support: Consider the availability of local support and maintenance services to minimize downtime.

2.4.2 SLA Monitoring and Management

- a. **SLA Reporting and Monitoring:** Report and monitor Service Level Agreements (SLAs) of various System Integrators for DoP, NIC Meghraj Cloud, Network SI etc. as specified in Stakeholders list.

b. Alerting Mechanisms: Implement alerting mechanisms for SLA breaches, license expiries, and any other alerts configured by DoP.

2.4.3 Manpower and Training

The SI shall provide the necessary manpower to run and manage the CCCC. Round-the-clock, skilled monitoring team shall be available on the premises, as detailed in the Manpower requirements section of this RFP. The SI shall be willing to transfer skills to the teams of DoP, by means of training and documentation.

2.4.4 Reports

The SI shall provide a reporting tool to generate these reports and submit them to DoP as per the frequency of the reports mentioned below:

S.No.	Report Requirement	Frequency
1.	Call Statistics (daily, weekly, monthly)	Daily/Weekly/Monthly
2.	Daily Reporting with uptime /downtime & reason	Daily
3.	MTBF Analysis Report calculated quarterly	Quarterly
4.	MTTR Analysis Report (Monthly)	Monthly
5.	Frequent Problem Analysis Report	Monthly
6.	System Integrator-wise Analysis / Performance Report (downtime status)	Online
7.	Group-wise Link up/down, utilization, SLA Report	Online
8.	Application-level BW utilization on-demand Link analysis such as up/down/utilization history	Online
9.	Incident Reports/Alerts	Online
10.	Root Cause Analysis (RCA) report critical incident	Online
11.	Link down incidents report	11:00 AM & 4:30 PM, Daily
12.	Isolated branches 11:00 AM dashboard data updated report.	4:00 PM, Daily
13.	>72 Hrs isolated branch down DoP NI category incidents reports	10:30 AM, Daily
14.	L1, L2 & L3 Pending tickets status report	01:00 PM Daily

S.No.	Report Requirement	Frequency
15.	SLA and Penalty report (with calculation formula)	On-demand

2.5 Software Licenses

The System Integrator shall provide comprehensive managed services including renewals, upgrades, and patch updates, which include but are not limited to:

2.5.1 DoP Tech Stack

Layer	Area	Product	SI Support	
UI	1	Internal and External Portals	React and NextJS	Community Edition
	2	Desktop (Offline Solution)	React with electronjs	Community Edition
	3	Internal and External Mobile Apps	Flutter	Community Edition
	4	MIS/BI Front End	Superset	Community Edition
	5	CRM	Internal Development	-
Application &DB	6	API Development	Golang and Java spring boot	-
	7	API Documentation	Swagger	-
	8	Application Security	Burp Suite	Enterprise Edition
	9	Cache	Redis	Community Edition
	10	Local DB in case of Mobile Apps	SQLite	Community Edition
Testing Tools	11	Testing Automation	Jmeter	Community Edition
	12	Testing Automation	Selenium	Community Edition
	13	Testing Automation	Cucumber	Enterprise Edition
	14	Testing Automation	Appium	Community Edition
	15	Test Management tool	Test link	Community Edition
	16	Bug tracking tool	Bugzilla	Community Edition
CI/CD	17	Code Repository	GitLab	Enterprise Edition
	18	Version Management	Jenkins	Community Edition
	19	Orchestration& Deployment	Kubernetes with Docker & Rancher	Enterprise Edition
	20	Image repository	Harbor	Community Edition
	21	NPM repository	Nexus	Enterprise Edition
	22	Image Security	Trivy	Community Edition
	23	Configuration Management	Ansible	Enterprise Edition

SI No	Scope/Area	Tool/Application to be used	SI Support
1.	DB Services 1. Real time monitoring 2. Scalability and flexibility 3. Threat detection and alerting 4. Managed Services 5. Compliance Reporting 6 Creation/HA /Maintenance/Backup/Replication/Audit DB	PostgreSQL	NIC (will be available from NIC cloud)
2.	Reports Database (Data Warehouse)	ClickHouse	Enterprise Edition
3.	APM	To be proposed by Bidder	To be proposed by Bidder
4.	Operating System	Ubuntu 22.04	NIC (will be available from NIC cloud)
5.	Hypervisor	KVM	NIC (will be available from NIC cloud)
6.	IDAM (RBAC) & SSO	Keycloak	Community Edition
7.	Directory Services	Open LDAP	Community Edition
8.	Messaging Queue	Kafka	Community Edition
9.	DNS Services	PowerDNS	Pro
10.	Digital Signature	Aadhar e-Sign	Enterprise Edition
11.	API Gateway	Kong	Enterprise Edition
12.	Service discovery & Mesh	Istio	Community Edition
13.	HSM	Hashicorp	Enterprise Edition
14.	ECMS tool	To be proposed by Bidder	
15.	Antivirus (Desktops & Laptops)	Semantic	Enterprise Edition
16.	SIEM tool	To be proposed by Bidder	
17.	SOAR	To be proposed by Bidder	
18.	SSL Certificate	To be proposed by Bidder	
19.	DevOps Tool	To be proposed by Bidder	

2.5.2 Application Performance Monitoring Tool

The proposed tool shall comprehensively cover the following 5 dimensions of application performance management:

1. End-user experience monitoring by capturing data on how end-to-end performance impacts the user and identifies the problem.
2. Discovery of application architecture, modelling and mapping in run-time by discovering the software and hardware components involved in application execution, and their communication paths and establishing the potential scope of problems.
3. User defined transaction profiling by examining user-defined transactions, as they move across paths to identify the source of the problem.
4. Application analytics including technologies such as behavior learning engines – to crunch the data generated, discover meaningful and actionable patterns, pinpoint the root cause of the problem, and ultimately anticipate future issues that may impact the end user.

The proposed tool shall be able to deliver all the above-mentioned outcomes as part of one integrated user interface. The information flow among all the modules shall be in-context, correlated and seamless without the need to manually correlate and analyze data among multiple disparate tools.

Specifications:

S. No.	Requirements
1.	The proposed APM platform shall support both Linux and Windows flavors for the deployment of its core components (such as management server) and should not require any kind of "root access" or "root privilege" to deploy agents in the monitored applications.
2.	<p>The proposed solution should have out of the box support for automatic baselining wherein the solution can automatically learn the behavior of monitored applications and set baseline thresholds automatically for all the monitored metrics, including:</p> <ol style="list-style-type: none"> 1. Application metrics 2. Server metrics 3. End User metrics 4. Custom metrics 5. Business metrics 6. Database metrics 7. VM Metrics (CPU, Memory, disk I/O latencies, etc.) <p>The solution must also provide an option of fixed as well as rolling time periods to calculate these thresholds. There should not be any limit to number of metrics being auto baselined.</p>

S. No.	Requirements
3.	<p>The proposed solution shall provide an auto-discovered dynamic visual representation of the application topology comprising of components and activities in the monitored application environment. The discovered topology visualization (map) must clearly depict the following information:</p> <ul style="list-style-type: none"> i) Type of connection between components (synchronous/asynchronous) ii) Round trip time of the request between components (including network and backend time) iii) Baseline indicators for requests between components <p>The solution should also provide options to manage/configure/customize the visualization (map) to suit the monitoring needs.</p>
4.	<p>The proposed solution must automatically discover end-to-end, cross-component processing paths used to fulfil a request for all services provided by the monitored application, without requiring any changes to the existing application code. After discovering the transactions, the solution should be able to further categorize the transactions into below buckets automatically, based on their behavior:</p> <ul style="list-style-type: none"> i) Normal ii) Slow iii) Very Slow iv) Stalled v) Errors vi) VM details (Over provisioned, under provisioned) <p>The solution must be able to automatically segregate and sort these transactions based on load, errors, response times, health violations as well as percentage contribution to overall application average response time.</p>
5.	<p>The solution should then be able to detect poorly performing transactions against an automatically created baseline and dynamically profile to provide deep code level visibility. The solution should also be able to provide a mapped flow of the problematic transaction with details of participating components and time spent for request completion at each component layer as an end outcome.</p>
6.	<p>The proposed solution should also have an option to identify network performance bottlenecks and app/network-interaction bottlenecks using an agent that resides on the application instance without needing any kind of network tapping or data capture appliances. The solution should be able to detect load balancers, TCP endpoints etc. and depict it on a dynamic network map. The solution should also be able to capture network KPIs such as throughput, latency, TCP Loss, SYN/FIN errors, client limited, client zero, TCP retransmission timeouts, server limited, server zero etc. in-context to the</p>

S. No.	Requirements
	problematic application transaction with a provision to drill down from the application transaction to any correlated or contextual network metric.
7.	<p>The proposed solution should have a robust analytics engine that can ingest application performance, custom and business data from multiple sources such as:</p> <ul style="list-style-type: none"> i) Application transactions ii) End user browser requests and sessions iii) End user mobile requests and sessions iv) Application logs
8.	<p>The proposed solution should be able to provide in context database monitoring, supporting wide array like RDBMS, MySQL, NoSQL etc. The solution should be able to report</p> <ul style="list-style-type: none"> a) top database activities (e.g. Top SQL, Top Users, Top Programs); b) database activity profile over-time (identify patterns); c) Collect and store all database wait events and correlate with SQL/Stored Procedures; d) Collect and store SQL/Stored Procedure Key Performance Indicators (CPU, Count, Reads/Writes) e) Collect and store database instance level statistics (table size, row count, indexes) f) Collect and store database server/host Key Performance Indicators (CPU, Memory, ...) g) breakdown of latency of stored procedure components h) Collect SQL Explain & Execution plans i) Collect and store performance data on database Objects (Schemas, tables, indexes)
9.	<p>The proposed solution shall provide comprehensive coverage for container-based microservices monitoring along with container orchestration layer monitoring support. The solution should be able to monitor the container images and the services running on those images. The solution should also be capable of pulling information from the orchestration layers like kubernetes/open shift and present relevant metrics like pod metrics, node metrics, deployment metrics, endpoint metrics etc.</p>

Note: APM tool to be provided and implemented by SI. SI needs to provide operations support of the system during Operations and maintenance phase. APM tool shall be hosted at NIC cloud. Bidders need to detail the cloud infrastructure required to host the application in its technical proposal.

2.5.3 ECMS Tool

Features:

The Electronic Content Management System shall support the following features but not limited to:

- Support Standard Linux Platforms
- Hosted on a Linux Virtual machine.
- Available for Hosting on Prem, Private Cloud
- Scalable from 10+ Concurrent Users to 1000s of Concurrent Users
- Folder Sharing
- Granular Access Control for Each Folder/Sub Folder
- Sub-folder level sharing
- Universal content search
- Secure Web access via TLS 1.3 or Higher
- Audit Trail
- Support of Customers SSL Certificates
- Encryption at rest (256-bit AES) and SSL/TLS encryption
- Mobile access
- Desktop sync
- External file sharing via Https
- Time Limits for the external File Share – for each file/folder
- Password-protected links
- Unlimited file versioning
- Client users
 - Browser Based
 - App Based
- Templates
- Groups
- Admin dashboard
- User management
- Custom Data Retention
- File locking
- Two-factor authentication
- Platform Independence

Specifications:

S. No.	Requirements
General Requirements	
1.	The system should be platform-independent and should support both Linux and Windows platforms. It should support both these platforms with or without Virtualization.
2.	The solution should be device-independent and work seamlessly on devices such as mobiles, tablets etc.
3.	The solution should be available in Hindi and English i.e., should have Unicode support.
4.	The solution should be fully web-based with preferably no client component installation required on the user's workstation.
5.	The system shall support separate Document/Image server for better management of documents and storing only metadata information in the database.
6.	Support open, scalable, multi-tier architecture with each tier fully independent with support for clustering.
7.	Inter-operability - The systems must seamlessly integrate with any or all of the existing legacy and Core applications and shall support interface with other open-standard systems.
8.	ECMS, RMS, BPM, Case Management and scanning solution should be from a single OEM only.
9.	The solution should be secure with complete access and role management features.
10.	The solution must not, by its own architecture or design, impose any practical limit on the number of files/ documents that can be created/handled at any point.
11.	The system must offer full application security and information on all security events must be recorded on an audit trail.
12.	The solution should have the capability to offer context specific "HELP" to users and should be accessible from each screen in the solution.
13.	The solution should be able to be accessed remotely, via VPN or Internet.
Document Scanning	

S. No.	Requirements
14.	Should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management solution should be from same OEM so as to provide an integrated solution right from capture to archival of documents.
15.	Should have a well-defined capture module for support of document processing, validation, index building, and image enhancements.
16.	Should be able to support the capture of digital records of at least the following formats: Emails and attachments OCR documents Images - .tiff, jpeg, gif, PDF, etc.
17.	The proposed solution should provide for automatic correction of parameters like format/ compression, not proper, skew, wrong orientation, error in automatic cropping, punch hole marks, etc. during scanning. The scanning solution should provide support for automatic document quality analysis so that any bad-quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of the overall scanning solution which can be used to audit scanned documents for resolution, format/ compression, orientation etc.
18.	Support all the special image enhancement functionality offered by the scanner through the driver interface.
19.	The solution shall support the Bulk Import of images and electronic documents.
20.	Should have the capability of automatic segregation of documents/records based on Barcode, Blank page, Fixed page, and auto Form Recognition.
21.	Provide Image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning, etc., and other imaging features like compression and extraction etc.
Architecture and Scalability	
22.	The system should be platform-independent and should support both Linux and Windows for application server.
23.	The solution should be a multi-tier, web-based solution (having a web-based front-end for users and as well as for system administrative functions) having a centralized database, web, and application server with support for clustering.
24.	The system should store only index information in the database while images should be stored in separate file server.

S. No.	Requirements
25.	The solution should be compliant with ODMA, and WebDav open standards.
Archival of Electronic Documents	
26.	The System shall support the categorization of documents in folders-subfolders just like the Windows interface. There should not be any limit on the number of folders and levels of subfolders.
27.	The System shall provide a facility to link cross-related documents like Application forms and Field reports, grievance and reply sent etc.
28.	The system shall provide a search facility to search in the same interface so that users can search the documents to be linked.
29.	The system shall support versioning of documents with facility to write version comments.
30.	The system shall allow the Locking of documents for editing and importing it back into the system through check-in/Check-out features.
31.	The repository should be format-agnostic.
32.	The system should support the configuration of verification processes for different business types. It should be able to handle multi-user environments for processing files related to different business types. While processing a file, all the data and images for each transaction should be displayed to processing users and processing users should be allowed to accept, reject or send the files for review.
Document View	
33.	The System shall support an Applet for viewing Image documents- No third-party viewers should be there to view of scanned images.
34.	Even for multi-page documents. The download and view should be page by page.
35.	The system shall facilitate zoom-in/zoom-out, zoom percentage, and Zoom lens to zoom in on a part of the image and other image operations like Invert, rotate etc.
36.	Support archival & view of PDF/A format documents (open ISO standard for long-term archival of documents).
37.	Document view shall have the provision to draw a line, insert arrows etc. over the image document.
38.	The system should support the viewing and rendering of PDF/A documents in an inbuilt viewer.

S. No.	Requirements
39.	Document view shall have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.
40.	The System shall support for viewing documents in native application.
41.	The system shall provide a facility of putting text, graphic and image annotations on scanned document pages.
42.	The system should be compatible with mobile application for retrieval and archiving of documents
Annotations	
43.	The Image applet shall support comprehensive annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.
44.	The system shall support the automatic stamping of annotations with username, date, and time of putting annotations.
45.	The system shall provide a facility for securing annotations for selective users.
46.	The system shall store annotations as separate file and at no time, the original image shall be changed. The system shall provide facility of taking print outs with or without annotations
Indexing	
47.	The System shall provide facility to index folders, files and documents on user-defined indexes like department, ministry, file number, year etc.
48.	The system shall facilitate manual and automatic indexing using OCR functionality or from other applications.
49.	The System shall support Automatic full-text indexing for Text search.
Search and Retrieval	
50.	The system shall provide extensive search facilities to retrieve documents or Folders/Files.
51.	The system shall support the saving of search queries and search results

S. No.	Requirements
52.	The system shall support the search for documents or folders on document or folder on profile information such as name, created, modified, or accessed times, keywords, owner etc.
Security and User Management	
53.	The Document management system shall support definition of Users, Groups, and Roles relation in the system.
54.	The system shall support access permissions on Folders, documents and object-level.
55.	The system shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).
56.	System shall support for application-based rights.
57.	The system shall support system privileges like Create/Delete Users, Define indexes, etc.
58.	The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database.
59.	The system shall have a facility to define password policy with extensive password validations like passwords must be of minimum of 8 characters, shall be alphanumeric, locking of user-id after three unsuccessful attempts, password expiry, password history so that passwords are not the same as previous passwords etc.
60.	The system shall provide LDAP support for integrating with directory services and shall support single sign-on.
61.	The system shall support Extensive Audit-trails at document, Folder, and for highest levels for each action done by a particular user with username, date, and time.
62.	The System shall support integration with database-based authentication.
63.	The system shall support integration with PKI infrastructure as well as bio-metric solution for enhanced security.
Administration	
64.	The system shall support web-based administration module for the complete management of system.

S. No.	Requirements
65.	The Admin module shall support Users/Groups/Role Definition and granting Access Rights to them and set password expiries.
66.	The Admin module shall provide easy to use interface for Index structure definition that can be used by different users.
67.	The Admin module shall provide an interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.
68.	The Admin module shall provide the facility to take complete and incremental backups and shall be able to integrate with third-party backup solutions.
Reports and Audit Trails Features	
69.	The System shall support extensive Reports and audit trails and shall also provide data points and the facility to design new reports.
70.	The system shall support Extensive Audit-trails at user, Folder and Cabinet levels.
71.	The system shall provide facility to generate Audit trails on separate actions, and between specific date/times.
72.	The system shall support extensive reporting facility at document, folder, and user level. Please specify all inbuilt reports available in the system and also provide effort estimates for new Custom reports to be designed.
73.	The System shall have audit trail to maintain the history of all transactions performed on the system.
74.	The system shall give flexibility to the Administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.
75.	The application shall log all the actions done by individual users with username, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance.
Reminders and Alarms	
76.	The system should have the capability to set automatic reminders and alarms to concerned users (Through email or SMS).
Integration and Web Services	

S. No.	Requirements
77.	Should be based on open standards and have API support for data import & export.
78.	The System shall provide support to invocation of external programs to perform activities of a process like legacy application screen for data entry.
79.	The System shall support integration based on standards such as XML.
80.	The System shall support message-based collaboration based on protocols such as HTTP, FTP and SMTP.
81.	The System shall support integration with Email Servers.
82.	The System shall provide fully functional APIs for Integration.
83.	The System shall support Web based interfaces.
Record Management System	
84.	The system should be certified to Record Management standard like DoD 5015.02 or equivalent standard.
85.	Solution should include Records Management component to comply with regulatory and legal policies for long-term archival of content.
86.	Solution should manage lifecycle of documents through record retention, storage, retrieval and destruction policies.
87.	Solution should support managing and tracking of physical location of documents.
88.	Solution should have facility to export/ import electronic record with metadata in XML format.
89.	Solution should provide the configurable capability of record classification as per the record keeping structure (File Plan) of department.
90.	Solution should have a provision to define physical location of record management facility.
91.	Solution should have a facility to define disposition schedule/ policies for record.
92.	Solution should provide the capability for only authorized individuals to view, create, edit, and delete disposition schedule components of record categories. The complete schedules would be as per the organizational policies.

S. No.	Requirements
93.	Solution should have a provision to move & track a record among users within office/across locations.
94.	When record is moved out of the facility, system should have a capability to capture the transport / courier detail.
95.	<p>Solution should provide report on the Records in the selected file plan component such as number of records present, number of record folder, record creation date, etc.</p> <ul style="list-style-type: none"> • Report on activities of the selected user • Report on the Request/ Return activities • Report on overdue items • Report on items borrowed • Reports on records, whose retention period is getting over in specified time • Reports on disposition schedule
Business Process Management (Workflow Engine)	
96.	Sequential routing – Tasks are to be performed one after the other in a sequence.
97.	Parallel routing – Tasks can be performed in parallel by splitting the tasks among multiple users and then merging as single composite work item. The system shall support conditional merging of multiple parallel activities i.e. Response from mandatory parallel work stages before it can be forwarded to next stage.
98.	Rule based routing - One or another task is to be performed, depending on predefined rules.
99.	Ad-hoc routing - Changing the routing sequence by authorized personnel.
Process Designing – Graphical Route Designer	
100.	The workflow management system shall support Inbuilt web based/ Graphical workflow designer for modeling complex Business Processes using drag and drop facilities.
101.	The Process designer shall provide intuitive interface for designing complex rules and conditions for workflow routing.
102.	The interface shall be easy to use so that Process owners can change the business process as and when required without any programming knowledge.

S. No.	Requirements
103.	The system shall enable process designers to design multiple sub-processes. This includes mapping of the existing process instance to the newly created process instance as per mapping defined in the route.
104.	The workflow management system development environment shall provide easy navigation to choose sub- processes as required to be invoked from within a process.
105.	Facility to copy and paste work stages along with all its properties.
106.	Facility to define documents viewed and to be attached at individual stages.
107.	The Process designer shall support multiple Introduction stages for introducing different document types from different acquisition sources.
108.	Facility to define multiple archive stages for archive selected documents and indexes in underlying Document management system at any stage of workflow process.
109.	The system shall provide facility to define hold stages so that a particular instance or the workflow can be kept on hold for specified interval on the basis of pre-defined condition. The system shall also provide facility to define conditions for resuming the instance from hold stage.
110.	The system shall allow process designers to design properties for each work stage like default document view, form view or Exception view etc.
111.	The system shall allow users to define entry-level settings like Increase of priority or sending an email trigger on the basis of pre-defined conditions or setting up particular variable or property etc.
112.	The workflow management system shall support the definition of roles and allow many-to-many relationships between users and roles to be defined.
113.	The system shall allow users to define entry-level settings like Increase of priority or sending an email trigger based on pre-defined conditions or setting up particular variable or property etc.
114.	The workflow management system shall support the definition of roles and allow many-to-many relationships between users and roles to be defined.

S. No.	Requirements
115.	Support for creating adhoc tasks at runtime and assigning to users.
Process Designing – Inbuilt Form Designer	
116.	The system shall provide inbuilt facility to design Custom forms that can be attached at one or more stages of workflow.
117.	The Form designer interface shall support facility to define text boxes, Combo boxes, radio buttons, Drop down etc.
118.	The system shall provide facility to define variables in the process or in external database tables, which can be linked to fields defined in the form for efficient data entry.
119.	The system shall provide facility to define zones at forms and images, so that relevant part of the image is highlighted for Image assisted data entry.
120.	The system shall support field level calculations at form Level.
121.	Facility to use scripts for defining field level validations.
Inbuilt Exceptions	
122.	The system shall provide facility to define exceptions at individual stages, which shall dynamically change the route on execution.
123.	The system shall facility to give rights to raise and clear exceptions at different stages of the process with user comments.
124.	The system should have inbuilt Rule Engine for defining rules.
125.	Facility to raise triggers on the basis of exceptions.
126.	Facility to raise automatic exceptions on the basis of pre- defined conditions.
127.	The system shall track all the exceptions raised in the course of process and shall maintain history of that with username, date, time and comments.
128.	The system shall clearly differentiate process instances with and without exception.
Inbuilt Triggers	

S. No.	Requirements
129.	The system shall provide facility to define custom triggers like Emails, Word template or launching executable etc. on predefined conditions.
130.	The system shall provide facility to define custom templates for the triggers with static and dynamic data.
131.	The system shall provide facility to generate event-based triggers for automatically sending mails/ fax, generating responses, invoking data form for data entry, communicating from external systems.
132.	The workflow management system shall have email notification to user when the user is not logged on to the workflow management system. Upon receiving the email, the user shall be able to click on the URL in the email to automatically launch the Workflow management system and present the user with the task to act on.
Process Monitoring and Reporting	
133.	The workflow management system shall be able to keep track of the work item status, the date/time the jobs are started and ended, the creation and archival date of the documents.
134.	The workflow management system shall provide graphical and tabular tools to view progress of each individual process.
135.	System shall provide a facility to configure dashboard for individuals for e.g., dashboard for Head of Department, dashboard for Executive Director, dashboard for Managing Director etc.
136.	No customization should be required to create dashboard, User should be able to configure dashboard without any coding.
137.	There should not be any limit on the number of reports that can be created.
138.	User shall be able to drill down in a report for specific information analysis.
	The workflow management system shall support the generation of statistical and management reports like: <ul style="list-style-type: none"> a. Number of pending files b. Time taken to complete each task c. Process History Report d. User Performance Report

S. No.	Requirements
139.	<ul style="list-style-type: none"> e. Average Process Time Report f. Participant Report g. Participant Processing Time Report h. Process Definition Summary Report i. Exception Details Report j. Expired Work item Report k. Diversion Report
140.	The workflow management system shall support the generation of performance comparison reports.
141.	The workflow management system shall support users drill down from a higher-level view of business processes to lower-level details.
142.	The workflow management system shall support statistical reports like Total turn around time and delay report for complete process or specific work stages
143.	The workflow management system shall support definition of new customized reports based on exposed data points.
144.	The workflow management system shall also provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface.
User Management and Security	
145.	The workflow management system shall support integration with Lightweight Directory Access Protocol (LDAP) for domain level authentication and single sign on.
146.	The workflow management system shall support Integration with database-based authentication.
147.	The workflow management system shall be capable of giving access rights to users/groups on work stages, Documents, forms and also to the data fields.
148.	The workflow management system shall support extensive password validations i.e. locking of user account after specified number of unsuccessful login attempts, password history, password expiry, passwords must be alphanumeric and of minimum character length etc.

S. No.	Requirements
149.	The workflow management system shall support SSL, HTTPS and session timeouts.
150.	The system should provide IP address capture in Audit logs for enhanced security.

Note: The ECMS solution to be provided and implemented by SI. SI needs to provide operations support of the system during Operations and maintenance phase.

ECMS solution shall be hosted at NIC cloud. Bidders need to detail the cloud infrastructure required to host the application in its technical proposal.

2.6 Sub-Contracting

1. The System Integrator may at its option to sub-contract the helpdesk services as per the scope mentioned in the RFP.
2. All sub-contracting arrangements must form part of the bid and to be detailed in the technical proposal, and no change in sub-contractor will be allowed during the bidding stage.
3. No change in sub-contractors by the SI will be allowed except as per the discretion of DoP at any time.
4. All sub-contracting arrangements of the successful SI must be approved by DoP prior to commencement of services by the SI.
5. DoP retains the right to request discontinuation of sub-contracting of activities at any time during the contract period and such activities will have to be performed by the SI directly or by a subcontracting agency acceptable to DoP.
6. Sub-contracting will not dilute the responsibility and liability of the SI.
7. The SI will be responsible for meeting all obligations of its sub-contractors and the delivery of goods and services mentioned in all volumes of this RFP. The SI will be solely responsible for all acts of its sub-contractors.
8. **The SI shall be responsible for:**
 - a) The management of its sub-contractors who are a part of the proposal and for the delivery of all products and services in accordance with the agreement.
 - b) The supply, delivery and installation, commissioning & support of all products and providing all services for the entire contract period as submitted in their proposal.
 - c) Internal arrangement between the SI and its sub-contractors is left to the SI, subject to relevant clauses in Volume III of this RFP. It shall be the responsibility of

the SI to ensure that its sub-contractors are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified.

3 Manpower Requirements

The system integrator shall provide team of resources during the contract period at the station as mentioned in this section on T & M basis to perform the services mentioned in the above sections of this RFP:

1. The SI should not propose any third-party resources or resources not on their payroll except the scope mentioned in subcontracting. All resources to be deployed and resumes to be shared as part of the RFP to DoP.
2. DoP reserves the right to scan/evaluate/interview the profiles of the proposed candidates through a selection panel for the project.
3. The selected team should be deployed on-site at DoP as required, ensuring the police verification of the selected personnel by SI. Working hours and days shall be aligned with the DoP's calendar. No additional resources shall be added to the project without the DoP's explicit approval.
4. The SI shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel, or agents hold themselves out as employees or agents of the DoP, nor seek to be treated as employees of the DoP for any purpose, including claims of entitlement to fringe benefits provided by DoP, or for any kind of income or benefits. The SI alone shall file all applicable tax returns for all its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services, and the Bidder will make all required payments and deposits of taxes on time.
5. The SI shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
6. If required by DoP, the team should provide support at any time (24 hours a day, 7 days a week) via all possible modes including phone, chat, and email support to DoP for provisioning and configuring cloud resources. They should be available at any given point in time to support the operations. The DoP reserves the right to have discussions with the selected resources on work done.
7. The SI shall ensure that its personnel are entitled to take leave and holidays in accordance with applicable laws, and regulations, and shall be responsible for the cost of providing cover for the required services during such periods.
8. The SI shall be responsible for providing adequate and timely coverage of the DoP's required services during all periods including manpower leave and holidays,

by the terms of the agreement. The SI shall ensure that the required services are not interrupted or affected by any absence of its personnel due to leave or holidays.

9. If the SI is unable to provide adequate coverage due to unforeseen circumstances, the same shall be immediately notified to DoP in writing and propose a suitable alternative arrangement.
10. DoP reserves the right to withhold payment or impose penalties as per SLA in case the SI fails to provide adequate coverage during periods of manpower leave and holidays, as specified in the agreement.
11. The cost of the resources as provided in the Financial bid shall be considered as fixed for the term of the project. The rates provided in the Financial bid by the selected bidder for such manpower will be used by DoP for the deployment of additional resources, not necessarily as per the ratio, for this project as well as for any other Project/s of DoP from time to time.
12. Replacement of Resource- In case the SI requires to replace an existing project resource (for valid reasons), such replacement shall-
 - a. Require a minimum of one month of notice to the DoP.
 - b. Ensure that the new profile is equivalent to or with higher experience and qualification as compared to the outgoing resource.
 - c. Ensure that the new profile matches the RFP requirement for the role.
 - d. Ensure a minimum hand-holding period of two week (12 working days) or as may be required by the DoP.
13. In a quarter maximum, one such replacement shall be allowed.
14. DoP reserves the right to ask for the replacement of any personnel on the grounds of conduct and performance.

DoP shall be overall responsible for the application development. The SI shall be responsible for providing the resources on T & M basis which are indicative in nature and mentioned below

S No	Service Category	Profiles	Minimum Qualification	Minimum Experience
1	Resource – Architect/ Lead	Cloud Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>15 years of total experience and 10 years of hands-on experience in cloud architecture, cloud engineering, designing and implementing robust cloud solutions across various

S No	Service Category	Profiles	Minimum Qualification	Minimum Experience
				domains, including Compute, Storage, and Backup etc
2		Project Manager	B.E / B.Tech/ M.Tech/ MCA or equivalent	More than 15 years of hands-on experience in leading and delivering projects across govt./public sector
3		Security Lead	B.E / B.Tech/ M.Tech/ MCA or equivalent	> 10 years of hands-on experience in IT security field, Implement and configure IT security measures on cloud or related fields, deploying and managing firewalls, cyber security protocols, and DDoS protection mechanisms.
4		Network Lead	B.E / B.Tech/ M.Tech/ MCA or equivalent	>10 years of hands-on experience in network related service and network functions fields
5		Enterprise Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>10 years of hands-on experience and above experience in enterprise architect in Govt. / private sector
6		Solution Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>10 years of hands-on experience and above experience in solution/enterprise architect in Govt. / private sector
7		Micro services Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>10 years of hands-on experience and above experience in software development and

S No	Service Category	Profiles	Minimum Qualification	Minimum Experience
				implementing microservices architecture
8		Application Security Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	> 10 years of hands-on experience in IT security field, Implement and configure IT security measures
9		Data Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>10 years of hands-on experience and above experience in data architecture/database design /data engineering
10	Resource-L3(SME)	System admin (OS Admin)	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience in system administration on OS management
11		DB Admin	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience as a Database Administrator
12		DevSecOps SME	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience in Devops, security or software development throughout the SDLC and CI/CD pipelines
13		Application admin & support	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience as an application admin or in similar IT support role
14		Storage and compute Manager	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience in storage admin /management in storage solutions
15		Network & Security Engineer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience in network and security engineer and

S No	Service Category	Profiles	Minimum Qualification	Minimum Experience
				troubleshooting methodologies
16		UI developer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience in UI development or front-end development
17		API developer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience in API development and Integration
18	Resource-L2 (Sr. Engineer)	System admin (OS Admin)	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in system administration on OS management
19		DB Admin	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience as a Database Administrator
20		Application admin and support	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience as an application admin or in similar IT support role
21		Storage and compute Engineer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in storage admin /management in storage solutions
22		UI developer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in UI development or front-end development
23		API developer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in API development or back-end development

S No	Service Category	Profiles	Minimum Qualification	Minimum Experience
24		Test Automation Engineer	B.E / B.Tech/M.TECH/ MCA or equivalent	>5 years of experience in Test Automation
25		Documentation/Content Editor/Expert	B.E / B.Tech/M.TECH/ MCA or equivalent	>5 years of hands-on experience in the Documentation/ Content editing
26		BCP Resource	B.E / B.Tech/M.TECH/ MCA or equivalent	>5 years of hands-on experience in implementing BCP.
27		Analytics Engineer	B.E / B.Tech/M.TECH/ MCA or equivalent	>5 years of hands-on experience as an analytics engineer.
28	Helpdesk Resources	Helpdesk team	Any Graduate (BA/ B. Com/ B.Sc or equivalent)	> 2 years' experience in contact center/BPO operations or related fields

4 Service Level Agreement

4.1 Key Service Level Objectives

The key service level objectives that relate to the scope of work include:

1. The full set of automated service level reports (automated SLA reports for the SLA parameters mentioned in this RFP) shall be available to the DoP monthly and as-and-when required by the department for a specific period.
2. The SI shall make the Monitoring tools available for measuring and monitoring the SLAs. The SI shall deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in an automated way. The tools shall generate the SLA Monitoring reports at the end of every month which are to be shared with the Department every month within 07 working days of the following month.
3. The Department or its nominated agency shall have full access to the Monitoring tools/portal (and any other tools/solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. The Department or its nominated agency shall also audit the tool and the scripts regularly.
4. The SLA parameters shall be monitored at a monthly frequency as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point of time during the contract period and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of DoP, then DoP shall have the right to take appropriate actions including termination of the contract.
5. In case these service levels cannot be achieved as per service levels defined in the agreement, DoP shall invoke the performance-related penalties. Payments to the Successful Bidder shall be linked to compliance with the SLA metrics laid down in the agreement.
6. The System Integrator shall be exempted from any delays or slippages on SLA parameters arising out of the following reasons:
 - (i) The non-compliance to the SLA other than for reasons beyond the control of the System Integrator. Any such delays shall be notified in writing to the Department and subject to DoP's discretion, the same shall not be treated as a breach of SLA from the System Integrator's point of view.

- (ii) In the event of a force majeure impacting the SLA, beyond the control of the System Integrator, the Department of Posts (DoP) shall retain sole discretion.
- 7. SLAs listed in the RFP are not exhaustive. In every quarterly project review meeting, DoP shall reserve the right to prescribe any additional SLAs or modifications in the existing SLAs or their calculation methodology/ threshold levels in consultation with the SI.

4.2 Service Level Agreement – Operational SLA

S. No	Service Level Objective	Definition	Target	Penalty
Support Channels - Incident and Helpdesk				
1	Time taken to log the reported ticket/incident from the time of reporting	<p>Time taken to log the reported ticket/incident from the time of reporting for Severity 1 Incidents.</p> <p>It is measured through logs of emails and calls</p> <p>Formula: = Total time taken for logging of incident in a month / Total incidents logged in a month</p>	For Severity 1, incidents should be logged within 15 minutes since reporting of the problem	<ul style="list-style-type: none"> a. <= 15 min- 0% b. 15 min up to 1 Hours- 2% of the quarterly payment relating to the helpdesk resources c. 1 Hours up to 2 Hours-4% of the quarterly payment relating to the helpdesk resources d. 2 hours up to 4 Hours- 6% of the quarterly payment relating to the helpdesk resources e. 4 Hours up to 8 Hours- 8% of the quarterly payment relating to the helpdesk resources f. >8 Hours up to 24 Hours- 9 % of the quarterly payment relating to the helpdesk resources g. > 24 Hours -10% of the quarterly payment relating to the helpdesk resources
2	Time taken to log the reported ticket/incident from the time of reporting	Time taken to log the reported ticket/incident from the time of reporting for Severity 2 Incidents.	For Severity 2, incidents should be logged within 30 minutes since	<ul style="list-style-type: none"> a. <= 30 min- 0% b. 30 min up to 2 Hours- 1% of the quarterly payment relating to the helpdesk resources

S. No	Service Level Objective	Definition	Target	Penalty
		<p>It is measured through logs of emails and calls</p> <p>Formula: = Total time taken for logging of incident in a month / Total incidents logged in a month</p>	reporting of the problem	<p>c. 2 hours up to 4 Hours- 2% of the quarterly payment relating to the helpdesk resources</p> <p>d. 4 Hours up to 8 Hours- 3% of the quarterly payment relating to the helpdesk resources</p> <p>e. >8 Hours up to 24 Hours- 4 % of the quarterly payment relating to the helpdesk resources</p> <p>f. More than 24 Hours 5% of the quarterly payment relating to the helpdesk resources</p>
3	Time taken to log the reported ticket/incident from the time of reporting	<p>Time taken to log the reported ticket/incident from the time of reporting for Severity 3 Incidents.</p> <p>It is measured through logs of emails and calls</p> <p>Formula: = Total time taken for logging of incident in a month / Total incidents logged in a month</p>	For Severity 3, incidents should be logged within 60 minutes since reporting of the problem	<p>a. <= 1 hour 0%</p> <p>b. 1 hours up to 4 Hours- 0.5% of the quarterly payment relating to the helpdesk resources</p> <p>c. 4 Hours up to 8 Hours- 1% of the quarterly payment relating to the helpdesk resources</p> <p>d. >8 Hours up to 24 Hours- 1.5% of the quarterly payment relating to the helpdesk resources</p> <p>e. More than 24 Hours -3% of the quarterly payment relating to the helpdesk resources</p>

S. No	Service Level Objective	Definition	Target	Penalty
4	DR Drills in the event of DC-DR approach.	At least two DR drills in a year (once every six months) or as per the agreement. Start date is contract date.	At least two DR drills in a year (once every six months) or as per the agreement	<p>a. Number of DR Drills = 2 in a year – No penalty</p> <p>b. Number of DR Drills =1 in a year - 5% of the previous quarter payment relating to total resource cost.</p> <p>c. Number of DR Drills = 0 - 10% of the previous quarter payment relating to total resource cost.</p> <p>These will be measured on annual basis and the penalties will be levied at the end of year based on resource costs paid during the immediately previous quarter.</p>
Human resources				
7	Availability of L1 manpower resources on all the days including leave/public holidays and weekends etc.	<p>If the L1 resources being provided under this agreement are granted leave/holidays, then SI shall ensure that the required replacement is provided and ensure services are not interrupted or affected</p> <p>L1 manpower should be readily available round the clock, 365 days a year, stationed on DoP</p>	Actual number of Man-days deployed/ Actual number of man-days per month should be 100%	<p>a. < 100% to >= 99% (1% of quarterly payment of the L1 resource charges)</p> <p>b. < 99% - >= 98% (2% of quarterly payment of L1 resource charges)</p> <p>c. < 98% ->97 (5% of quarterly payment of L1 resource charges)</p> <p>d. For every percentage less than 97– For every additional decrease 1%, an additional penalty of 2% on</p>

S. No	Service Level Objective	Definition	Target	Penalty
		premises, in strict accordance with the terms of the contract.		<p>payment of L1 resource charges for that quarter will be levied.</p> <p>Note: In addition, there will be no payment of proportionate charges for no of days of absence by the respective resource. Charges will be paid for actual number of days present.</p>
8.	Deficiency of Human Resources	If the resource provided under this agreement performs poorly or resigns, and DoP requests a replacement, the SI shall deploy the replacement resources (SI to ensure that they meet the required level of quality.)	With in 30 days	<p>a. With in 30 days -Nil</p> <p>b. After 30 days: Rs. 10,000 per day of delay per resource</p>
9	New manpower requirement fulfilment	Number of days required to fulfil new manpower requirements proposed by DoP	30 days from the date of request of deployment	<p>a. Within 30 days -Nil</p> <p>b. After 30 days: Rs. 10,000 per day of delay for each resource deployment</p>

Note: Also, for other resource the payment will be made for the actual number of days present and for absence / partial absence no payment shall be made for the days the resource is absent / partially absent. In case of continuous unauthorized absence of more than 7 days DoP may ask for new manpower.

The Helpdesk support/Issue resolution of the NIC Meghraj Cloud/SI should offer the below mentioned level

- a. The Service Level Agreement (SLA) for Helpdesk support/issues/tickets resolution outlines the agreed-upon levels of service and performance between the SI and the DoP. The Supplier shall fulfill following SLAs:
- b. *Call mentioned above can be any method of raising ticket i.e. phone call, ticket through portal, email or chat etc.

Definitions

- a. Critical Services: Critical service may be defined as Register Support Request or Incident; Provisioning/ De-Provisioning; User Activation/ De-Activation; User Profile Management; Security Components, etc.
- b. Business Hours: Business hours may be referred as prime business period, which shall be from 08:00 A.M IST till 10:00 PM IST on all days. The RMS back-office functions 365x24x7.

Severity Levels

Below is the severity definition provide indicative scenarios for defining incidents severity. However, DoP/Agency will define / change severity at the time of the incident or any time before the closure of the ticket based on the business and compliance impacts.

Severity Level	Description	Examples
Severity 1	Application is down or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users (includes public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available	No access to DB, software or application
Severity 2	Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available, severely restricted,	Intermittent issues, poor response time, unable to do the transactions.

Severity Level	Description	Examples
	slowness in the application, unable to login, unable to perform transactions, inconvenient workaround or no workaround exists. The environment is usable but severely limited.	
Severity 3	Moderate loss of performance resulting in multiple users (includes public users) impacted in their normal functions.	Mainly services are providing information in nature

Definitions

- a. Critical Services: Critical service may be defined as Register Support Request or Incident; Provisioning / De-Provisioning; User Activation / De-Activation; User Profile Management; Security Components, etc.
- b. Business Hours: Business hours may be referred as prime business period, which shall be from 08:00 A.M IST till 10:00 PM IST on all days. The RMS back-office functions 365x24x7.

4.3 Service Level Agreement - CCCC

S. No	Service Area	Acceptable Service Level	Penalty
1	SIEM & SOAR Uptime Uptime % calculated on quarterly basis for SIEM as a service. In case of any problems related to SIEM & SOAR service delivery to DoP, the SI should ensure that replacement is made available to meet the SLAs.	System Availability 99.9 % and above	NA
		98% to 99.9	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
2	Security log monitoring and Event Notification	Notify critical events within 15 minutes of the event identification. 99.9 % and above	NA

S. No	Service Area	Acceptable Service Level	Penalty
	24x7 monitoring of all in-scope devices	98% to 99.9	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
		Notify high priority events within 30 minutes of the event identification. 99.9 % and above	NA
		98% to 99.9	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
		Notify medium priority events within 60 minutes of the event identification. 99.9 % and above	NA
		98% to 99.9	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
		Notify low priority events within 90 minutes of the event identification. 99.9 % and above	NA
		98% to 99.9%	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter

S. No	Service Area	Acceptable Service Level	Penalty
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
3	Incident response and resolution	Critical: Update should be provided at the minimum of once in every 30 mins along with action plan/ mitigation steps till the closure of the incident. Critical incidents should be closed within 4 hours 99.9 % and above	NA
		98% to 99.9%	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
		High: Update should be provided at the minimum of once in every 60 mins along with action plan/ mitigation steps till the closure of the incident. High priority incidents should be closed within 8 hours 99.9 % and above	NA
		98% to 99.9%	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
		Medium: Update should be provided at the minimum of once in every 4 hours along with action plan/ mitigation steps	NA

S. No	Service Area	Acceptable Service Level	Penalty
		till the closure of the incident. High priority incidents should be closed within 24 hours 99.9 % and above	
		98% to 99.9%	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
		Low: Update should be provided at the minimum of once in every 8 hours along with action plan/ mitigation steps till the closure of the incident. High priority incidents should be closed within 48 hours 99.9% and above	NA
		98% to 99.9%	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter
4	Reporting and Dashboard compliance Periodic reports to be provided as per requirements a. Daily Reports: Next Working Day by 12 PM b. Weekly Reports: Monday 12 PM	99.9 % and above	NA
		98% to 99.9%	2% of quarterly payment relating to all resources for that quarter
		95% to 97.99%	3% of quarterly payment relating to all resources for that quarter
		90% to 94.99%	5% of quarterly payment relating to all resources for that quarter

S. No	Service Area	Acceptable Service Level	Penalty
	<ul style="list-style-type: none"> c. Monthly Reports: By 5th day of every month (n) for 1st day of (n-1) month to last day of (n-1) month d. Quarterly reports by 5th day of every quarter end e. Ad hoc reports: Detailed RCAs for security incidents 		

The total penalty will be an aggregation of the penalties of each of the slabs of the SLA mentioned in the above table.

- Payments will be made every quarter.
- **Days:** All Working and Non-working days (365 days in a calendar year).
- **24x7** means three shifts of 8 hours every day. This is applicable for all seven days of the week without any non-working days.
- **Severity Level:** Below the severity definition, provide indicative scenarios for defining Incidents Severity. However, DoP will define/change severity at the time of the incident or any time before the closure of the ticket based on the business and Compliance impacts.

Penalties:

- a. The payment would be linked to compliance with the SLA metrics as laid down in the agreement.
- b. The penalty in the percentage of the quarterly payment is indicated against each SLA parameter in the table
- c. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty would be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations
- d. Overall penalties shall not exceed 10% of the quarterly bill
- e. If the penalties exceed more than 10% of the quarterly bill in consecutive three months, a notice for termination may be issued to the System Integrator.

5 Timelines

The total Project Contract Period is for 5 years from the acceptance of letter of award/LOA and the same may be extended for an additional period of maximum 2 years (Year-on-Year Basis) based on the project requirements. Following are the timelines are defined as per the scope outlined in the RFP:

5.1 Timelines for Manpower for Application Deployment & Management and Cloud Services

The SI will be required to deploy the applications to for various environments. In the initial stage, the SI will be responsible for assistance in setting up of Cloud services for DoP as mentioned in the RFP. In subsequent stages, the SI will setup the applications/environments as and when intimated by DoP.

NIC Meghraj Cloud will provide the infrastructure and services that are required for hosting, managing and monitoring the applications/environments being setup in the particular stage.

S. No	Milestone Description	Timelines
1	Deployment of Manpower	30 days from the request by DoP

Note: The setup would be initiated in discussion and agreement with DoP and application teams and accordingly a formal intimation would be given by DoP to the system Integrator.

5.2 Provisioning of Software Licenses

S. No	Milestone Description	Timelines
2	Provisioning of Software Licenses	30 days from the request by DoP. Proof to be submitted for release of payment by DoP
3	Annual Technical Support Renewal	At the start of each year- within 15 days of start of each year. Proof to be submitted for release of payment of DoP
4	Enterprise Support for Open-source licenses	At the start of each year- within 15 days of start of each year. Proof to be

S. No	Milestone Description	Timelines
		submitted for release of payment of DoP

5.3 Centralized Command Control Centre

S. No	Milestone Description	Timelines
1	Project Start Date	T
2	Submission of Design Document	T+1 Month
3	Delivery of Material as approved	T+3 Months
4	Implementation of CCCC including commissioning & User Acceptance Test at mentioned location	T+5 Months
5	Go-Live of CCCC (Acceptance by DoP)	T+6 Months
6	Operation and Maintenance of CCCC	T+ 7 Months to T+60 Months

Manpower deployment to be agreed with DoP at the start of the project and during each year. DoP will issue instructions in writing and the dates will start from issuance of those instructions by DoP.

6 Payment Schedule

S.No	Scope of Work Area	Model	Payment Frequency
1	Resource Costs	Time and Material	Quarterly on actual deployment and submission of approved attendance based on rates applicable for respective year for the resource. Annual Charges will be divided by 4.
2	Third Party Tools / software Licenses Cost	Actual Delivery	100% on actual supply of licenses subject to submission of proof of procurement of licenses in the name of DoP
3	ATS Charges for Third party tools / software licenses	Actual Renewal	100% on annual basis on actual renewal of ATS subject to submission of proof of ATS renewal in the name of DoP.
4	Enterprise Support for software solutions	Actual Procurement	100% on annual basis on actual procurement of enterprise support subject to submission of proof of procurement of enterprise support in the name of DoP for all components
5	One time implementation costs of software (s) as per DoP requirements	Actual Delivery	On completion of implementation and on receipt of sign off from DoP
6	Mysuru Development Center Infra AMC Charges	Actual Renewal	100% on annual basis on actual renewal of AMC subject to submission of proof of AMC renewal in the name of DoP for all components
7a	Provisioning and management of Centralized Command and Control Centre at Bangalore	Capex – Submission of Design Documents	10% of the Capex Cost (T+1) for CCCC as per the Commercial Proposal
7b	Provisioning and management of Centralized Command and Control Centre at Bangalore	Capex – 100% Delivery of Material as approved	25% of the Capex Cost (T+3) for CCCC as per the Commercial Proposal

7c	Provisioning and management of Centralized Command and Control Centre at Bangalore	Capex – Implementation of CCCC including Commissioning & User Acceptance Test at mentioned location.	35% of the Capex Cost (T+5) for CCCC as per the Commercial Proposal
7d	Provisioning and management of Centralized Command and Control Centre at Bangalore	Capex – Go Live	30% of the Capex Cost (T+6) for CCCC as per the Commercial Proposal
7e	Provisioning and management of Centralized Command and Control Centre at Bangalore	Opex	Quarterly (From the Yearly Cost as per the Commercial Proposal)

**Request for Proposal
(RFP)**

for

**Selection of System Integrator (SI) for Postal
and Logistics Solutions under
IT Modernization Project – DoP IT 2.0**

Volume 2 – Instructions to Bidders

RFP No. Tgy-50/11/2024-Technology-DOP

Department of Posts

Ministry of Communications

Government of India

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1 Fact Sheet

Particular's	Details
Proposal Inviting Authority	Technology Division, Dak Bhawan, Sansad Marg, New Delhi – 110001 (“Purchaser”)
Name of Project Work	Request for Proposal (RFP) for Selection of System Integrator (SI) for Postal and Logistics Solutions under IT Modernisation Project – DoP IT 2.0
RFP Reference No.	No. Tgy-50/11/2024-Technology-DOP
Place of availability of Documents (RFP)	GeM
Place of submission of Bids	GeM
RFP Category	Services
Type/Form of Contract	Services
Re-bid submission allowed by the Bidder	Yes (on or before the last date and time of bid submission)
Is Offline submission allowed?	No
Withdrawal Allowed (Yes/No)	Yes (on or before the last date and time of bid submission)
Is multi- currency Allowed?	No (Only Indian Rupees)
Date of release of RFP	19/12/2024
Bid Validity days	180 days
Location	As per RFP
Language	Proposals should be submitted in English only
Cost of RFP Document	Nil
EMD	INR 8,00,00,000/- (Eight Crore Rupees)

Particular's	Details
E-mail Address to send Pre-bid Queries	technologydivision@indiapost.gov.in
Nature of Bid Process	Bidding in two Covers. Envelope / Cover – I: Technical Bid Envelope / Cover – II: Commercial Bid
Method of Selection	L1 (Lowest-1) Bid
Last Date and Time for submission of Pre-Bid queries	30/12/2024 at 1500 hrs
Date of Pre-bid Meeting	31/12/2024
Place of Pre-bid meeting	Online / Offline
Start date and time for Submission of Bids	20/12/2024 at 1100 hrs
Last date and time for Submission of Bids	17/01/2025 at 1500 hrs
Opening of Eligibility Criteria	17/01/2025 at 1600 hrs
Opening of Technical Bids	17/01/2025 at 1600 hrs
Opening of Commercial Bids	To be informed later
Name and Address of correspondence	Sh. Subodh Kumar Sharma ADG (Technology) Department of Posts, Technology Division, Dak Bhawan, Sansad Marg, New Delhi – 110001 Email: adgtech@indiapost.gov.in & technologydivision@indiapost.gov.in
Consortium	Consortium not allowed
Subcontracting	Subcontracting is allowed only for helpdesk & CCCC

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.
 - i. The Bidder will have to register for a Pre-bid conference/ send query 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”.
- b. The Bidder shall share the queries and requests for clarifications (RFC) on the RFP document and specifications to the specified email address in the Fact sheet.
- c. DoP shall arrange a Pre-bid conference to clarify the queries from the Bidders.

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 GeM.
- d. The Bidder shall submit their proposal including Technical and Commercial proposal online and before the stipulated date and time. DoP shall evaluate the technical proposal as per the criterion provided in the RFP.
- e. The commercial bids shall be opened only for technically qualified Bidder.
- f. Finalization of the contract 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 Service Integrator (SI) (“Bidders”) for the provision of Postal and Logistic Solution as described in Volume 1 of this RFP, “Scope of Work”.
- b. Any contract that may result from this Government procurement process will be issued for a term of 5 years, 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 Bidder

4.1 Introduction

The 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 Bidder 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 “Postal and Logistic Solution” (“PLS”). 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 6.2.15 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 Service Integrator (SI), consortium are not allowed. A Bidder for Postal and Logistic Solution may be defined as an organization that is reputed in the activities related to providing services asked in the RFP 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 Bidder for Postal and Logistic Solution 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 Bidder's 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

Subcontracting is allowed only for helpdesk services and Centralized Command and Control Centre (CCCC) and the details for the same needs to be disclosed in the technical proposal.

4.8 RFP Document Fees

No Cost of the RFP document shall be applicable.

4.9 Bid Preparation Costs

The Bidder's 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 Bidder's shall become the property of DoP and may be returned at its sole discretion.

4.10 Earnest Money Deposit (EMD)

- i. The Successful Bidder's shall submit an Earnest Money Deposit (EMD) as bid security in the format provided in Annexure 2 Section 6.2.19 for a fee of an amount of Rs. 8,00,00,000 (Rs Eight crores) 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 Bidder's participate in the Bid Process with private players.
- vii. EMDs of all unsuccessful Bidder's 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 Bidder's during the first stage i.e., technical evaluation, EMD shall 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 Bidder's 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 Bidder’s, 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, Bidder’s, 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 Post 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 6.2.12 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 Bidder's 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 Pre-bid 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 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 SI>".
- b. DoP may not allow any unregistered email Id or participants.
- c. A prospective Bidder requiring any clarification on the RFP may submit its queries to DoP through email: 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 SI>".
- d. 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.
- e. 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 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, non attendance 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.

The 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. The 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 Bidders, 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/ GeM 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 DDG (PMU) at ddgpmu@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/GeM. 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. The Bidders must note that they must submit a hard copy of these documents within three working days of the bid submission's last date.
- f. Technical bids will be opened online on the website/GeM. The Details about time, date and place are mentioned in the Fact Sheet of this document.
- g. The 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 the Bidders 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 Postal and Logistic Solution Service Integrator (SI)	<ul style="list-style-type: none"> • Bid Covering Letter • Profile of the Bidding Firm • Project Experience / Previous Experience Details • Power of Attorney executed in favour of the Authorized signatory of the Bidder • Integrity Pact • Self – Certificate for Non-Blacklisting Clause • No Deviation Certificate • Technical Proposal • Earnest Money Deposit/ Proof of exemption

Envelope / Cover Number	Cover Name	Contents of the Cover
		<ul style="list-style-type: none"> • Conflict of Interest • Disclosure of Court Cases • Non-Disclosure Agreement • Self-Declaration for Rule 144 (xi) • The undertaking of Terms and Conditions • Annual audited financial report • GST/PAN No • Certificate of company /firm registration/incorporation. • Undertakings and certificates mentioned in RFP documents
II	Commercial Proposal for Postal and Logistic Solution Service Integrator (SI)	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 Bidders 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 6.2.22.
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 , 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 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 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 SI 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 Bidder's to make Technical presentations on any aspect from any or all the Bidder's . 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) 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.
- 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. The operational expenditure (OPEX) costs must be allocated proportionately from Year 1 to Year 5. The cost for each subsequent year must not be lower than the cost of the preceding year.
- d. Only fixed-price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- 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 of the total technical score of 100 will be eligible for financial evaluation.

The bidder who has submitted the lowest commercial bid, shall be selected as L1 and shall be called for further process leading to the award of contract.

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

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

4.28 Key Considerations

- a. All costs mentioned in the commercial sheet shall be inclusive of all taxes, except GST. GST may be furnished separately in the commercial bid.
- b. Evaluation of the commercial proposal shall be undertaken on the cost mentioned by Bidder, which is inclusive of all taxes.
- c. Any mischarging shall be refunded by the Bidder.
- d. 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.

4.29.2 Letter of Award

1. Before the expiration of the bid validity period, DoP will notify the successful Bidder in writing 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 6.2.20.
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 6.2.20 - A).

- b. Insurance Surety Bond issued by an Insurer registered as per IRDAI (Refer Annexure 6.2.20 - 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 SI 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 SI failure to complete its obligations under the Contract. The department shall notify the SI in writing of the exercise of its right to receive such compensation within 15 calendar days, indicating the contractual obligation(s) for which the SI 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 SI

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 6.2.17.

4.35 Relaxation for Start-ups regarding EMD

EMD may be withdrawn/relaxed in cases where the Bidder's 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 (PQ) Criteria

- a. Service Integrator (SI) can bid in response to this RFP, provided the compliance requirements are met.
- b. It is the responsibility of the selected SI to ensure and meet the entire Scope of Work mentioned in the volume 1 of this RFP.

5.2. Minimum Eligibility Criteria

#	Parameters	Criteria	Supporting Documents
1	Registration of the Company / Legal Entity	<ul style="list-style-type: none"> • 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. • Registration with GST and TAN • The Bidder should have completed at least 3 years of Operations in India as of the bid submission date. <p><i><u>Proposals from consortiums would not be entertained for this purpose.</u></i></p>	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	Annual Turnover	The Bidder should have average annual turnover of at least Rs 200 crores in the last 3 financial years (2021-22, 2022-23, 2023-24) from IT and IT related services	CA certificate mentioning Annual turnover “Profit & Loss Statements” for these 3 Financial Years as per the format provided in Annexure 2 Section 6.2.5
3	Profitable	The Bidder should be profitable in the previous 3 financial years (2021-22, 2022-23, 2023-24)	CA certified statements and Audited/Certified financial statements & Annual Reports for (2021-22, 2022-23, 2023-24)
4	Net Worth	The Bidder shall have a positive net worth as of 31 st March 2024	Balance sheet for FY 2023-24 along with CA certificate for

#	Parameters	Criteria	Supporting Documents
			net worth as of 31st March 2023.
5	Local supplier	<p>The Bidder is to be in existence for more than 3 years in India as of 31st March 2024.</p> <p>In case the current Bidder 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 31st March 2024.</p>	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.
6	ITR & GST	<p>The Bidder should have filed income tax returns for the last three financial years. (2021-22, 2022-23, 2023-24)</p> <p>The Bidder should have a valid registration for GST and other statutory requirements in the relevant field.</p>	Copy of ITR for the last 3 FYs along with valid registrations for GST and other statutory requirements in the relevant field.
7	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
8 (a)	Past Experience	<p>The Bidder must demonstrate experience in the following areas:</p> <ul style="list-style-type: none"> • Execution and completion of projects involving the deployment and management of application solutions and • Experience in provisioning / developing and support services for open source-based software solutions and • Experience in providing cloud managed services 	<p>Following to be submitted for each project:</p> <p>a) Work orders and/or Agreement copy containing Scope of Work and Order Value and</p> <p>b) Go Live certificate / Phase completion certificate by the client.</p> <p>Credential Certificate should be signed by the Executive</p>

#	Parameters	Criteria	Supporting Documents
		<p>for any Govt. organization/PSUs in India with project value over the last Five years i.e. the current financial year and the last five financial years: -</p> <ol style="list-style-type: none"> 1. Three similar completed projects of value not less than 100 Crore Rupees; or 2. Two similar completed projects of value not less than 150 Crore Rupees; or 3. One similar completed project of value not less than the amount equal to 250 Crore Rupees. <p>Note: If all the three areas are not met in one project the bidders can share maximum three projects where the above 3 areas are included independently or cumulative. The financial value criteria to be considered either for one project or two / three projects cumulatively as the case may be.</p>	Engineer or equivalent or competent authority of the Govt. organization/PSUs.
8 (b)	Experience in managing Centralized Command and Control Centre (CCCC) for operations	The Bidder shall have experience in at least three Projects in Provisioning and management of the Centralized Command and Control Centre (CCCC) for organizations in India, over the last five years i.e. the current financial year and the last five financial years in any of the projects submitted for the experience under this RFP.	<p>Following to be submitted for each project:</p> <ol style="list-style-type: none"> a) Work orders and/or Agreement copy containing Scope of Work and Order Value and b) Go Live certificate / Phase completion certificate by the client. <p>Credential Certificate should be signed by the Executive Engineer or equivalent or competent authority of the Govt. organization/PSUs.</p>

#	Parameters	Criteria	Supporting Documents
9	Human Resources Strength of the Bidder's Organization	The Bidder should have at least 2000 technical resources on its payrolls in India, who are supporting the IT Projects handled by the Organization.	Self-declaration on the Organization's letterhead signed by the authorized signatory indicating the Establishment Name, Establishment ID, and Address as registered with the EPFO.
10	Backlisting	The Bidder should not be 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 DoP at a later date, DoP 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 6.2.9
11	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 6.2.11 and A company Board Resolution mentioning the name of the authorized signatory.
12	Integrity Pact	The Bidder provide a signed copy of the Integrity pact	Signed Integrity pact as per format as per Annexure 2 section 6.2.12

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
1	<p>The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years:</p> <ul style="list-style-type: none"> Experience in provisioning / developing and support services for open source-based software solutions 	≤ 3 years.	10	20
		More than 3 but ≤5 years	15	
		More than 5 years	20	
2	<p>The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years:</p> <ul style="list-style-type: none"> Execution and completion of projects involving the deployment and management of application solutions 	≤ 3 clients	10	20
		More than 3 but ≤ 5 clients	15	
		More than 5 clients	20	
3	<p>The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years:</p> <ul style="list-style-type: none"> Experience in providing cloud managed services 	≤ 3 Project	10	20
		More than 3 but ≤ 5 Project	15	
		More than 5 Project	20	
4	<p>The SI shall have at least 2000 technical resources on its payrolls in India.</p>	More than 2000 Resource but ≤ 5000 Resource	10	30
		More than 5000 Resource but ≤ 7500 Resource	20	
		More than 7500 Resources	30	

#	Criteria	Score Parameter	Max. Marks	Total Marks
5	Understanding of the Project of DoP and approach and methodology– Presentation by Bidder	Presentations by Bidder to the Committee	10	10
	Total (1+2+3+4+5)			100

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 GeM. 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 Bidder 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. The 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 Bidder 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 Bidder. 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 GeM).
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			
Pre-Bid Queries: –			
RFP No: –			
RFP Name:			
Bidder's Name & Address		Mobile No.	
Representative Name		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

The Bidder 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 XX-XX, ADG (XX-XX)

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

Subject: Submission of Technical Proposal for Department of Posts for “Selection of SI for Postal and Logistics Solution” 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 SI for Postal and Logistics Solution**”.

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 :

Organisation Name :

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Address :

Telephone & Fax :

E-mail address :

6.2.2 Check List for Technical Bid – Envelope I

Section	Parameter	Submitted (Y/N)	Documentary Proof (Page No.)
A			
	Technical Bid Letter		
	This check list		
	No Deviation Certificate		
	Profile of Bidding firm		
B			
	Annual Revenue.		
	Local Supplier		
	Previous Experience		
	Legal Investigation		
	Location		
	Non-Blacklisting		
C			
	Experience of execution and completion of projects involving the deployment and management of application solutions and experience in provisioning / developing and support services for open source-based software solutions and experience in providing cloud managed services provided to any Govt. organization/PSUs in India		
D			
	OEM authorisation) in the name of DoP authorising the bidder to quote enterprise support for contract duration for Open source software in response to this RFP (OEM authorisation to be attached for each open		

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Section	Parameter	Submitted (Y/N)	Documentary Proof (Page No.)
	source solution for which enterprise support of proposed including RFP reference and bidder name)		
E			
	Power of Attorney		
	Integrity pact		
	Undertaking of Terms & Conditions		
	Total Responsibility Certificate		
	Individual NDA		
	Conflict of Interest		
	Disclosure of Court Cases		
	Rule 144 (xi) of GFR 2017		
	EMD		
	Other documents as per RFP		
	Technical Presentation (To be submitted at the time of presentation)		

6.2.3 No Deviation Certificate

To

Date: dd/mm/yyyy

Shri XX-XX,

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Subject: Submission of Technical Proposal for Department of Posts for “Selection of SI for Postal and Logistics Solution” 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 SI for Postal and Logistics Solution**”.

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 Bidder :

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 Bidder Firm

A. Background Information		
Name of the firm:		
Role:		
Registered Office Address:		
Name of the contact person and contact details (Note: For Bidder, the contact person should be the Authorised Signatory):		
Name and details of the CEO:		
B. Financial Information (last three years)		
Financial Year	Audited Annual Turnover from IT and IT related services (INR Crores)	Audited Annual Profit (INR Crores)
2023-2024		
2022-2023		
2021-2022		
C. Other Information		
No of years of Operation		
Total number of Employees		
Total number of Employees in India		
List of Quality Certifications		
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)		

6.2.5 Turnover Certificate

To

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Sub: Submission of the Turnover and Net Worth Certificate in response to the RFP No <> dated <> for Selection of SI for Postal and Logistics Solution

Turnover and Networth for the last three financial years (2021-22, 2022-23, 2023-24).

S. No.	Financial Year	Turnover from IT and IR related services in INR Crores	Net worth (INR Crores)	Average Net worth (INR Crores)
1.	Financial Year 2021-22			
2.	Financial Year 2022-23			
3.	Financial Year 2023-24			

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

Name of the auditor / Chartered Accountant

(CA) issuing the certificate

Name of the auditor's / CA 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 XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Subject: Submission of Technical Proposal for Department of Posts for “**Selection of SI for Postal and Logistics Solution**”

Reference: RFP- “Selection of SI for Postal and Logistics Solution”, No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We hereby certify that we < > are an entity registered and 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 Bidder :

Address :

Telephone & Fax :

E-mail address :

6.2.7 Previous Experience Details

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 in India

(To be submitted on Bidders letterhead)

Date:

To,

Shri XX- XX, 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 as on date of RFP submission.

Date:

Authorized Signatory

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

:

6.2.9 Self-Certificate for Non-Blacklisting Clause

Date: dd/mm/yyyy

To

Shri XX- XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Subject: Self Certificate for Non- Blacklisting

Reference: RFP- "Selection of SI for Postal and Logistics Solution", 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.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

6.2.10 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 Scope of work mentioned in the RFP
2. Project management Approach and methodology covering detailed project plan, implementation roadmap, testing, risk assessment and mitigation for Postal and Logistics Solution
3. Compliance along with the necessary certificates and supportive documentary.
4. Service delivery
 - a. Service delivery approach for each components of scope including SLA compliance for each components of scope asked in the RFP
 - b. Escalation Matrix

Escalation Order	Role	Bidder Contact Details
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:

5. Adherence to prescribed SLAs for availability, Performance, security, and others for Postal and Logistics Solution

6.2.11 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 "**Bidder (SI)**" 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]

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Witness 1:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

Signature:

6.2.12 Integrity Pact

INTEGRITY PACT

Between

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

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 SI(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 SI(s) with equity and reason. The principal will in particular, before and during the bid process, provide to all SI(s) the same information and will not provide to any SI(s) confidential/additional information through which the SI(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 SI(S)/ CONTRACTOR(S)

- (1) The SI(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The SI(s)/ Contractor(s) commits themselves to observe the following principles during participation in the bid process and the contract execution.

- a. The SI(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 SI(s)/ Contractor(s) will not enter with other SI 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 SI(s)/Contractor(s) will not commit any offence under the IPC/PC Act or such relevant laws, rules, regulations and guidelines; further, the SI(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 SI(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the SI(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 SI(s)/Contractor(s). Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The SI(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. SI(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 SI(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 SI(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 SI(s)/Contractor(s) from the bid process or take action.

SECTION 4 – COMPENSATION FOR DAMAGES

- (1) If the Principal has disqualified the SI(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 SI 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 SI 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 SI (S) / 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 SI and Contractors.
- (3) The principal will disqualify from the bid process all SI's who do not sign this Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING SI (S) / CONTRACTOR(S) / SUBCONTRACTOR(S)

If the Principal obtains knowledge of the conduct of a SI, Contractor or Subcontractor, or of an employee or a representative or an associate of a SI, 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

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

Shri Animesh Chauhan,

Former MD & CEO of oriental Bank of Commerce

Flat no 948, G Block, 6th Avenue, Gaur City 1, Sector 4

Greater Noida (West), Uttar Pradesh - 201009

Email id - animeshchau@gmail.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 SI/Contractors as confidential. He/ she reports to the DoP.
- (2) The SI(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 SI(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 SI(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 SI 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: _____

(For & On behalf of Bidder /
SI/ Contractor)

Name: _____

Place: _____

Date: _____

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Witness1_____

Witness1:_____

Address_____

Address_____

Witness2_____

Witness2:_____

Address_____

Address_____

6.2.13 Undertaking of Terms and Conditions

<To be printed on Company letterhead of the Bidder>

Date: dd/mm/yyyy

To

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Sub: Undertaking of Terms & Conditions for “Selection of SI for Postal and Logistics Solution”

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 SI with complete address). In case, it is found that the tender document has been modified/altered by the Bidder, the bid submitted by M/s.....(Name of the Bidder) 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: _____

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Address: _____

Location: _____ Date: _____

6.2.14 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. XX-XX, 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 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]

RFP for Selection of System Integrator (SI) for Postal and Logistic Solutions

Volume – 2 – Instructions to Bidders

Represented by its Authorized Signatory / by the Recipient himself,

By: Mr./ Ms. _____ (Officer Name)

Designation:

Date:

WITNESSES:

1.

2.

6.2.15 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: _____

6.2.16 Conflict of Interest

UNDERTAKING ON LETTERHEAD

Date: dd/mm/yyyy

To

Shri XX-XX, 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: _____

6.2.17 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

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

- A) We, the SI have read and understood the contents of the Office Memorandum bearing no. F. No. 6/18/2019/PPD dated 23rd 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 SI 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 SI hereby declare and confirm that:

* We, the SI 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 SI 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 SI 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 SI 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/outsourcing 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 SI 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 23rd 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 SI)

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

6.2.18 Disclosure of Court Cases

<To be printed on Company letterhead of the Bidder>

Date: dd/mm/yyyy

To

Shri XX-XX, 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: _____

6.2.19 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:

6.2.20 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 services of <<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 XX-XX 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..... [SI's Name] with its Registered Office at (Hereinafter referred to as the 'SI', 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 SI, resulting in a Contract bearing No. dated....., valued at for and the SI 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 SI 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 Si. Any such demand made by the DoP on the Insurer shall be conclusive and binding notwithstanding any difference between the DoP and the SI 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 SI 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 SI and notwithstanding any security or other guarantee that the DoP may have concerning the SI'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(SI'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 SI 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 SI/Insurer issuing the Insurance Surety Bond.
- iv. While getting the Insurance Surety Bond issued, the SI is required to ensure compliance with the points mentioned in the form of the Bank Guarantee/ Insurance Surety Bond Verification Checklist. Further, the SI 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. SI Reference :

Name

.....

Address

.....

Telephone

.....

Fax

.....

Email

.....

7. Bank / Insurance Agency Reference

Name

.....

Address

.....

Telephone

.....

Fax

.....

Email

.....

S. No.	Details of Checks	Yes/No
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?	

6.2.21 Technical Presentation

The 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
1.	Bidder's experience and capability to execute similar projects (each component of the project)
2.	Understanding of the project and the existing environment, requirements, issues and challenges faced (your understanding from RFP)
3.	
(a)	Snapshot of the technical solution: <ul style="list-style-type: none"> • High-level Architecture of the proposed solution as per requirements of the RFP • Scalability, resiliency and security of the proposed solution
(b)	Proposed security solution to safeguard against various threats including hacking attempts, cybercrime, internal/ external threats etc.
(d)	Major risks for the project and propose a suitable mitigation plan for each of the identified risk
(e)	Methodology, tools and technologies to create, monitor & maintain all the SLAs and manage change requests
4.	Project Plan and Proposed Project Management Methodologies <ul style="list-style-type: none"> • Implementation and Go-Live phase • Post-Go-Live (O&M) Phase • Prior experience of working on proposed source solutions • If any project management tool proposed to be used
5.	Project Team: Team structure with relevant experience of the proposed project team
(a)	Appropriateness of the Project Team for the Implementation Phase (and interviews) <ul style="list-style-type: none"> • Suitability of the Project Manager • Suitability and Structure of the Proposed Project Team ○
(b)	Appropriateness of the Project Team for Post Implementation (O&M) Phase <ul style="list-style-type: none"> • Suitability of the Project Manager • Suitability and Structure of the Proposed Project Team

RFP for Selection of System Integrator (SI) for Postal and Logistic Solutions

Volume – 2 – Instructions to Bidders

(c)	Bidder Strategy to manage O&M Phase
	TOTAL
	Time: 1 Hour, followed by 15 minutes of Q&A

6.2.22 Self-Declaration Format

Date: dd/mm/yyyy

To

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Sub: Self-Declaration for the participation in the bid for “**SI for Postal and Logistics Solution**”

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 as on date of RFP submission.
- 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 as on date of RFP submission

- 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: _____

6.3 Annexure 3 – Formats for Commercial Bid

Please refer to the enclosed commercial Excel sheet <SI Commercial Format -Postal and Logistic Solution > enclosed along with the RFP document.

*** End of Document ***

**Request for Proposal
(RFP)
for
Selection of System Integrator (SI) for Postal
and Logistics Solutions under
IT Modernization Project – DoP IT 2.0**

Volume 3: Master Services Agreement

RFP No. Tgy-50/11/2024-Technology-DOP

Department of Posts
Ministry of Communications
Government of India

**DoP IT 2.0 - RFP for Selection of System Integrator (SI) for Postal and Logistics Solutions
Volume III– Master Services Agreement**

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**DoP IT 2.0 - RFP for Selection of System Integrator (SI) for Postal and Logistics Solutions
Volume III– Master Services Agreement**

1. Master Service Agreement

THIS MASTER SERVICES 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 ‘**System Integrator**’/ “SI” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

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

WHEREAS:

1. Department of Posts is desirous to appoint a SI for Postal and Logistics Solutions under IT Modernization Project – DoP IT 2.0 for:
 - Application Deployment and Management of Postal and related applications of the DoP Solutions by deploying technical manpower,
 - Management of cloud services (NIC Cloud DC/DR) including security posture etc. and Mysuru Development Centre,
 - Provisioning and management of the Centralized Command and Control Centre (CCCC) at Bangalore,
 - Provisioning, Management & Renewal of Software License and support services for open-source technologies of DoP.(hereinafter referred to as “Project”)
2. In furtherance of the same, DoP undertook the selection of a suitable System Integrator through a competitive bidding process available on Government eMarketplace (GeM) for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***> vide No. _____(hereinafter referred to as “RFP”).
3. The successful bidder has been selected as the System Integrator (SI) on the basis of the bid response set out as 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 SI for executing the work as per the terms of the RFP and has issued a letter of award dated _____ notifying the SI of its selection as successful bidder

**DoP IT 2.0 - RFP for Selection of System Integrator (SI) for Postal and Logistics Solutions
Volume III– Master Services Agreement**

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

5. The SI has accepted the Letter of Award vide its acceptance letter dated _____ (hereinafter referred 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
Adverse Effect	means material adverse effect on (a) the ability of the SI or DoP to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	means Master Services Agreement along with Service Level Agreement and Non-Disclosure Agreement, Integrity Pact, the contents and specifications of RFP, RFP Amendment and clarification (if any), the Proposal, the Letter of Award issued by DoP, the Acceptance of Letter of Award from the SI together with Annexures, Schedules, referenced documents and all amendments/addendums, corrigendum, and changes thereto;
Applicable Law(s)	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;
Bespoke Development	Bespoke development means development of custom-built software for DoP.
Confidential Information	means all information including Department of Post’s Data (whether in written, oral, electronic or other format) which relates to the technical, financial and

	<p>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);</p> <p>Confidential Information may also include the Confidential Information of DoP's 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 with, 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 “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure, is “Confidential Information”.</p>
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**DoP IT 2.0 - RFP for Selection of System Integrator (SI) for Postal and Logistics Solutions
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Control	<p>means, in relation to any business entity, the power of a person to secure</p> <ul style="list-style-type: none"> (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership.
COTS	<p>means Commercially-off-the-shelf product(s) that will be provided by the SI under this Agreement.</p>
Deliverables	<p>shall have the meaning ascribed to it under Volume of the RFP.</p>
Department of Posts Data	<p>means all proprietary data of the DoP generated out of operations and transactions, documents, all customers' data 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 pursuant to this Agreement;</p>
Effective Date	<p>shall have the same meaning ascribed to it in Clause 1.3;</p>
Force Majeure	<p>shall have the same meaning ascribed to it in Clause 1.15;</p>
Force Majeure Costs	<p>shall have the same meaning ascribed to it in Clause 1.15 (iv) (ii);</p>
Gol	<p>means the Government of India;</p>
Indemnifying Party	<p>shall have the same meaning ascribed to it in Clause 1.14.1</p>
Indemnified Party	<p>shall have the same meaning ascribed to it in Clause 1.14.1;</p>

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<p>Intellectual Property Rights or IPR</p>	<p>means any patent, designs and copyrights, trademark, trade name, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, computer programs, software, know-how 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);</p>
<p>Material Breach</p>	<p>means a breach by either Party (Department of Posts or System Integrator) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;</p>
<p>Project</p>	<p>The activities to be performed by SI inclusive of application deployment and management of Postal and related applications of the DoP Solutions by deploying technical manpower, management of Cloud services (NIC Cloud DC/ DR) and Mysuru Development Centre, provisioning and management of the Centralized Command and Control Centre (CCCC) at Bangalore, provisioning and management of software licenses and other services as specified in Vol I of the RFP</p>
<p>Performance Guarantee</p>	<p>means the guarantee provided by a Nationalized Bank in favour of the SI. The amount of Performance Security shall be 5% of the overall cost of the project. This performance security shall be valid till sixty days beyond the completion of the contractual obligations including warranty obligations.</p>
<p>Replacement SI</p>	<p>means any third party that DoP appoint to replace SI upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;</p>
<p>Required Consents</p>	<p>means the consents, waivers, clearances and licenses to use DoP Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DoP required to make available to SI pursuant to this Agreement;</p>

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Services	The services delivered or to be delivered to the stakeholders of the DoP or its nominated agencies, employees of DoP, and to professionals, using tangible and/or intangible assets created, procured, installed, managed and operated by the SI including ICT tools as specified in the Volume I of the RFP and includes all Deliverables to be provided as part of the Services or Scope of Work.
SLA or Service Levels	means the level of service and other performance criteria which will apply to the Services and Deliverables delivered/executed by the SI as described in Section 4 of Vol I of RFP;
Service Specifications	means and includes detailed description, statements to 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 SI to meet its obligations under this Agreement
Stakeholders	means Department of Posts or its nominated agencies, its employees of, and to professionals etc.
System	means all the components of Project
Term	Shall have the meaning ascribed to it under Clause 1.3
Total Value of Contract	means the amount quoted by the SI (inclusive of taxes) in its commercial proposal
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the DoP or SI and to which SI has been granted a license to use and which are used in the provision of Services

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 so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

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- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re- enacted;
- f) any reference to a ‘**day**’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;
- g) references to a ‘**business day**’ shall be construed as a reference to a day (other than a gazetted holiday/ Sunday) on which DoP is open for business between 8.00 AM to 6.00 PM.
- h) references to times are to Indian Standard Time
- i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

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 Agreement

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

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c) as between the provisions of the Agreement and the RFP and the Proposal, the Agreement shall prevail
- d) as between the provisions of 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
- e) 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:

- a) Valid and authorized amendments issued to this Agreement
- b) This Agreement
- c) Service Levels/SLA
- d) NDA Agreement and Integrity Pact
- e) Schedules and Annexures of this Agreement
- f) Letter of Award
- g) The RFP along with subsequently issued corrigenda/clarifications

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- h) Any other document listed in RFP as forming part of this Agreement
- i) Technical and financial proposal submitted by the SI, to the extent they along with subsequently issued clarifications furnished by the SI 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 SI 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 SI and undisputed payments to be made by DoP to the SI as hereinafter mentioned, the SI hereby covenants with the DoP to provide the Services as detailed under Scope of Work Volume I along with clarifications thereof, and Annexures thereunder and to remedy defects therein in conformity in all respects with the provisions of the Agreement.
- 1.2.2 DoP hereby covenants to pay such undisputed amounts to the SI 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 SI is required to provide such services and support as DoP may deem proper and necessary, during the term of the Agreement, including all such processes and activities which are consistent with the Proposal, the RFP and this Agreement and are deemed necessary by DoP, in order to meet its business requirements (hereinafter 'Scope of Work' including the scope of work specified in Vol I of the RFP and clarification thereof, and Annexures thereunder.

1.3 Term and Duration of the Agreement

This Agreement shall come into effect on _____, YYYY (hereinafter the 'Effective Date') and shall be for a duration of 5 (years) from the date of acceptance of letter of award by SI i.e. _____till _____,YYYY ('Term') extendable to a further period of 2 years, on an year to year basis, subject to maximum of 2 years on the same terms and conditions. The price discovered /agreed in this agreement would form the basis for commercials for any such extension. The Agreement shall continue till the date of the completion of the operation and maintenance to the DoP, unless terminated earlier (as per Clause 1.13), in which case the Agreement will get terminated on fulfillment of all obligations mentioned as per Clause 1.13 and Schedule III (i.e. Exit Management Schedule).

1.4 Conditions Precedent

1.4.1 Provisions to take effect upon fulfilment of Conditions Precedent

The rights of the SI to received payments, and the obligation of the DoP to make payments under this Agreement, shall take effect only upon fulfillment 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 fulfillment of the Conditions Precedent as set forth below.

1.4.2 Conditions Precedent of the SI

The SI shall be required to fulfill the Conditions Precedent which is as follows:

- a) to provide an unconditional, irrevocable and continuing Performance Security/Guarantee, equivalent to 5 % of the Total Contract Value, in a form and manner acceptable to DoP within 14 working days of the issuance of Letter of Award from the DoP. In case the Project duration is extended, the Performance Security shall be accordingly extended by SI till completion of scope of work as mentioned in RFP Vol I and sixty (60) days beyond the date of completion of all contractual obligations including warranty obligations.
- b) 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 SI.
- c) Furnishing of such other documents, including the copy of sub-contracts, Non-Disclosure Agreement and any other documents as DoP may specify prior to the signing of this Agreement.
- d) Furnish proof of registration with competent authority in case SI is providing services through an entity sharing border with India.

1.4.3 Non-fulfillment of the System Integrator's Conditions Precedent

- a) In the event that any of the Conditions Precedent of the SI has not been fulfilled within 15 working days of signing of this Agreement and the same have not been waived fully or partially by DoP, this Agreement shall cease to exist;
- b) In the event that the Agreement fails to come into effect on account of non-fulfillment of the SI's Conditions Precedent, the DoP shall not be liable in any manner whatsoever to SI and the DoP shall forthwith forfeit the Earnest Money Deposit, if taken.
- c) In the event that possession of any of the DoP or its nominated agencies' facilities has been delivered to the SI prior to the fulfillment 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

- a. Unless specified by the DoP to the contrary, the SI 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.
- b. 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.
- c. 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 SI to provide more resources, outside the agreed scope of work, the DoP shall bear mutually agreed additional expenses for the same.
- d. The SI 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 SI shall be responsible for and shall ensure that all the Services are performed following the specifications and that the SI'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:

- a) The SI 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.
- b) The SI 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.
- c) The SI 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 SI's team complies with such specifications and all other standards, terms, and other stipulations/conditions set out hereunder.
- d) The SI 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 SI 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 SI's Team and Third parties.
- e) The SI 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 SI 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 SI 's Team and Third parties.

- f) The Goods or services supplied under this Agreement shall confirm to the Standards mentioned in the technical specifications given in the RFP, and, when no applicable standard is mentioned, the standards issued by the concerned regulatory/ controlling authority and incase no standards issued by regulatory body are available, the latest standards available in the concerned industry will be used as mutually agreed upon by the Parties.

1.5.1.2 Change of Control

- a) In the event of a change of control of the SI during the Term, the SI shall notify within one week to DoP of the same in the format set out as Annexure A of this Agreement.
- b) In the event that the net worth of the surviving entity is less than that of SI prior to the change of control, DoP may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee (with same or higher value, furnished by the SI from a guarantor acceptable to the DoP (which shall not be SI or any of its associated entities).
- c) 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 30 days by written notice, to become effective as specified in such notice.
- d) Pursuant to termination, the effects of termination as set out in Clause 1.13.5 of this Agreement shall follow.

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

1.5.2 Liquidated Damages and Service Levels

Time is the essence of the Agreement, and the delivery dates are binding on the SI. The SI 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 SI fails to achieve the Timelines or the Service Levels due to reasons attributable to the SI, the SI 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 SI 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 SI.

1.6 Representations and Warranties

1.6.1 Representations and warranties of the SI

The SI represents and warrants to DoP, as of the date hereof, which represents and warranties shall survive the term and termination hereof, the following:

- a) 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;
- b) It is a competent provider of a variety of information technology and business process management services;
- c) 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;
- d) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e) In providing the Services, it shall use best endeavors not to cause any unnecessary disruption to DoP's normal business operations;
- f) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g) The information furnished in the Proposal is true and accurate as submitted by SI in all respects as of the date of this Agreement;
- h) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i) 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;
- j) It does not know of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k) It has complied with Applicable Laws in all material respects and has not been subject to

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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;

- l) No representation or warranty by it contained herein or in any other document furnished by it to DoP or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m) 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. For this purpose, SI has also signed integrity pact separately with DoP as specified in Annexure 2 section 6.2.13 of Vol II of RFP.
- n) That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software, and copyrighted process/ product for use of the copyright/ process/ products that the SI has proposed to supply under this Agreement free from all claims, titles, interests and liens there on;
- o) That the representations made by the SI in its Proposal and in 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 DoP specifies to the contrary, the SI shall be bound by all the terms of the Agreement.

1.6.2 Representations and warranties of the DoP

DoP represent and warrant that:

- a) 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;
- b) 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;
- c) it has the financial standing and capacity to perform its obligations under the Agreement;
- d) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- e) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- f) it has complied with Applicable Laws in all material respects.

1.7 Obligations

1.7.1 Obligations of the DoP

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

- a) To provide any reasonable support through personnel to design, deploy, implement and operate the system (components of Project) /application/solution/services during the Term;
- b) DoP will ensure access to the data (including in electronic form wherever available) as may be required.

1.7.2 Obligations of the SI

- a) It shall provide to the DoP or its nominated agencies, the Services and personnel as specified by the DoP as per the terms of this Agreement and detailed under Vol I of RFP. It shall conduct Services review sessions with DoP and its comments for changes has to be complied by the SI.
- b) It shall perform the Services as set out in clause 1.2 of this Agreement 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 so as to comply with the applicable Service Levels Set out in the Vol I of the RFP.
- c) It shall ensure that the Services are being provided as per the terms and Project timelines set out in the Vol I of the RFP.
- d) Additional roles and responsibilities of SI: as specified under Vol I of the RFP.

1.8 Approvals and Required Consents

- a) The SI shall procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “*Required Consents*”) necessary for the SI to provide the Services. The costs of such Approvals shall be borne by SI.
- b) DoP may assist SI to obtain the Required Consents (*or vice versa, depending on the Scope of work*). In the event that any Required Consent is not obtained, the SI and DoP will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the DoP to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the SI shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the SI’s obligations are not dependent upon such Required Consents.

1.9 Use of Assets by the SI

During the Term, the SI shall:

- a) take all reasonable and proper care of the entire hardware and software, or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the SI (for itself or for DoP or on behalf of DoP) exclusively in terms of ensuring their usability for the delivery of the Deliverables and Services as per this Agreement (hereinafter the “**Assets**”); and
- b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the SI takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the SI will be followed by the SI and any person who will be responsible for the use of the Assets;
- d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the SI or as may, in the reasonable opinion of the SI, be necessary to use the Assets in a safe manner;
- e) ensure that the Assets that are under the control of the SI, are kept suitably housed and in conformity with Applicable Law and terms agreed with DoP;
- f) 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 so as to inspect the same, subject to any reasonable third- party requirements;
- g) 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 Applicable Law and as per terms agreed with DoP.

1.10 Access to the DoP’s Locations or its Nominated Agencies

- a) For so long as the SI provides services to the locations of DoP or its nominated agencies, the DoP shall provide access to SI on a non-permanent basis and to the extent necessary, subject to compliance by the SI with any safety and security guidelines which may be provided by DoP and notified to the SI in writing, provide the SI with:
 - (i) reasonable access, to the location where services are to be performed.
 - (ii) reasonable workspace, access to office equipment as mutually agreed and other related support services in such location and at such other locations of DoP, as the case may be, as may be reasonably necessary for the SI to perform its obligations hereunder and under the SLA/ Service Levels.
- b) **Limitation on access to locations:** Access to locations, office equipment and services shall be made available to the SI on an “as is, where is” basis by DoP or its nominated agencies, as the case may be. The SI agrees to ensure that its employees, agents and contractors/ sub- 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 which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);
or

- (iii) For their own 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 in accordance with the Governance Schedule set out in Schedule I of this Agreement and shall cover all the management aspects of the Project.

1.11.2. Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the Service Levels shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

1.11.3. Security and Safety

- a) The SI 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 including the regulations, guidelines and advisories issued by Department of Telecom (wherever applicable) 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 DoP from time to time), insofar as it applies to the provision of the Services or Deliverables under this Agreement.
- b) SI shall also comply with DoP or the Government of India, and the respective State's security standards and policies in force from time to time at each location of which DoP or its nominated agencies make SI aware in writing in so far as the same apply to the provision of the Deliverables and the Services.
- c) The Parties shall use reasonable endeavors 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 DoP as the case may be or any of their nominee's data, facilities or Confidential Information.
- d) The SI shall upon request by DoP as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e) As per the provisions of the Service Levels, SLA or this Agreement, the SI shall promptly report in writing to the DoP, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of DoP as the case may be.

1.11.4. Cooperation

Except as otherwise provided elsewhere in this Agreement or the Service Levels/ SLA, each Party ("Providing Party") to this Agreement or to the Service Levels/ SLA 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:

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- a. Does not require material expenditure by the Providing Party to provide the same;
- b. Is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the Service Levels/ SLA;
- c. Cannot be construed to be Confidential Information; and
- d. Is capable of being provided by the Providing Party.

Further, the SI agrees to co-operate with the consultants, contractors, stakeholders and subcontractors of DoP as reasonably requested in order to accomplish the purposes of this Agreement.

1.12 Financial Matters

1.12.1 Terms of Payment

- a. Subject to the provisions of this Agreement and subject always to the fulfilment by the SI of its obligations herein, in consideration of the obligations undertaken by the SI under this Agreement, the DoP shall pay such undisputed amounts to the SI for the successful delivery of the Services in pursuance of this Agreement, following the Terms of Payment Schedule set out as Schedule IV of this Agreement.
- b. No invoice for extra work/change order on account of change order will be submitted by the SI unless the said extra work/ change order has been authorized/ approved by the DoP in writing following the clause on Change Order.
- c. In the event of the DoP noticing at any time that any amount has been disbursed wrongly to the SI or any other amount is due from the SI to the DoP, the DoP may without prejudice to its rights to recover such amounts by other means, after notifying the SI to deduct such amount from any payment falling due to the SI. The details of such recovery, if any, will be intimated to the SI. The SI 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 SI.
- d. 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 IV of this Agreement as a result of the failure of the SI to meet the Timelines and/or Service Level
- e. 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 IV 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.
- f. The SI 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.

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- g. In case of a decrease in rates by SI, SI shall pass the benefit of the same over and above the Total Contract Value. In case of such change, SI shall submit proof of change in rates with necessary supporting documents to DoP. The SI shall incorporate such changes into subsequent regular invoices for payment.
- h. The SI 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.
- i. **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

- a. The SI shall submit its invoices in accordance with the following principles:
 - (i) Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the SI shall raise an invoice to DoP as per Schedule IV of this Agreement; and
 - (ii) Any invoice presented in accordance with this Clause shall be in a form agreed with DoP.
- b. The SI alone shall invoice all payments after receiving due approval of completion of payment milestone from DoP. Such invoices shall be accurate with all adjustments or changes in the terms of payment as set out in the Vol I of the RFP and Clause 1.12.1 of this Agreement.
- c. Subject to the accomplishment of obligations of the SI 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 SI as per the SLA criteria specified in the SLA.
- d. DoP shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI where the DoP disputes/withholds 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 and DoP shall release the undisputed amount to SI. 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 in accordance with the Governance Schedule outlined in Schedule I 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 SI to delay or withhold the performance of its obligations or delivery of Deliverables/ Services under this Agreement.
- e. In the event that DoP requires any document or proof or approvals (intra department), it shall, at its sole discretion, withhold payment (to the extent of maximum penalty amount specified in SLA) and process the balance amount.
- f. The SI shall be solely responsible to make payment to its sub-contractors if they are expressly approved by the DoP to work with the SI.

1.12.3 Tax

- a. All payments to the SI 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 SI 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 SI is liable, the same shall be deducted by the DoP from any dues to the SI. All payments to the SI 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 SI on a chargeable basis. The SI 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
- b. The SI shall bear all personnel taxes levied or imposed on SI and/or its personnel, sub-contractor's personnel (where applicable), vendors, consultants etc. on account of payment received under this Agreement. The SI shall bear all corporate taxes, levied or imposed on the SI on account of payments received by it from the DoP for the work done under this Agreement. The SI shall bear all taxes and duties etc. levied or imposed on the under the Agreement including but not limited to Customs duty, Excise duty and all Income Tax levied under 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 SI from the DoP for work done under the Agreement. In cases where Subcontracting is allowed as per the RFP, the SI shall also be responsible for having his sub-contractors under its sub-contract(s) to pay all applicable taxes on account of payment received by the sub-contractors from the SI for works done under the sub-contracts in relation to this Agreement and DoP will in no case bear any responsibility for such payment of taxes. It shall be the responsibility of the SI to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The SI shall also provide the DoP such information, as it may be required regarding the SI details of payment made by the DoP under the Agreement for proper assessment of taxes and duties. The SI shall bear all the taxes if any, levied on the SI. The amount of tax withheld by the DoP shall always be in accordance with Indian Tax Law and DoP shall promptly furnish to the SI, original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The SI agrees that it and its sub-contractors shall comply with the Indian Income Tax Act in force from time to time and pay 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.
- c. The SI 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 SI's responsibility.
- d. Payment agreed to be made by the DoP to the SI in accordance with 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 in relation to this Agreement and/or Services. In case of change in taxes due to 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 SI shall submit a formal request with necessary supporting documents to the

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DoP. DoP shall verify these documents and if applicable and approved in writing by the DoP, the SI shall incorporate such changes into subsequent regular invoice for payment.

- e. 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 SI in performing the Services, then the remuneration and reimbursable expense otherwise payable to the SI 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 IV . However, in case of any new or fresh tax or levy imposed after submission of the proposal the SI shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
- f. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
 - (i) any resale certificates;
 - (ii) any relevant information regarding out-of-state or use of materials, equipment, or services; and
 - (iii) 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 SI

- i. The failure on the part of the SI 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 SI. The events of default as mentioned above may include, inter-alia, the following:
 - a. The SI 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 SI 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 SI to comply with any stipulations or standards as laid down by the DoP; or
 - c. The SI 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 SI 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;

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- 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 SI;
 - f. The SI or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
 - g. The SI 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 been an occurrence of such Event of Defaults, inter alia, as stated above, the DoP shall issue a notice of default to the SI, setting out specific defaults/deviances/omissions and providing notice of up to thirty (30) days to enable the SI to remedy the default/deviances/omissions committed.
 - iii. Where despite the issuance of a default notice to the SI by the DoP the SI fails to remedy the default to the satisfaction of the DoP, the DoP may, where it deems fit, issue to the SI 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 SI shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the SI under this Agreement. The SI shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Suspend all payments to the SI under the Agreement by written notice of suspension to the SI provided that such notice of suspension shall (a) specify the nature of failure, and (b) request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI.
- iii. Terminate the Agreement in full.
- iv. Retain such amounts from the payment due and payable by the DoP to the SI as may be required to offset any losses caused to the DoP as a result of such event of default and the SI 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 SI 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 SI 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 SI which would make it proper and necessary to terminate this Agreement and may include failure on the part of the SI 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 knowledge that the SI (or the SI's Team) is in a position of actual conflict of interest with the interests of the DoP, concerning any of the terms of the SI'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 SI or any of the SI'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 SI, 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 SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor SI to take over the obligations of the erstwhile SI 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 SI, the SI herein shall be obliged to provide all such assistance to the

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successor SI 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 SI 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 SI or because the survival of the SI as an independent corporate entity is threatened/has ceased, the DoP shall pay the SI for that part of the Services which have been authorized by the DoP and satisfactorily performed by the SI 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 SI as may be required to offset any losses caused to the DoP as a result of any act/omissions of the SI. In case of any loss or damage due to default on the part of the SI in performing any of its obligations concerning executing the scope of work under this Agreement, the SI 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 SI 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 SI'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 SI 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 SI after the SI 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 this Agreement due to Bankruptcy of SI

Where the SI'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 SI, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the SI, 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 SI, 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 SI 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 SI about such suspension at least 15 days in advance. The SI shall not be entitled to claim compensation for any loss or damage incurred by the SI because of such temporary suspension of the services for 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 SI, if written request for the same is made.
- ii. In the event the DoP suspends the progress of work for a period in excess of 30 days in aggregate, rendering the SI to extend the SI's Performance Guarantee then the SI 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 SI producing the requisite evidence from the concerned bank.

1.14. Indemnification & Limitation of Liability

1.14.1 General Indemnity

Subject to Clause 1.14.3 below, SI (the "Indemnifying Party") undertakes to indemnify DoP (the "Indemnified Party") from and against all claims (including third party claims), losses, compensation, expenses (including reasonable attorneys' fees), fines, penalties, taxes, or damages etc. (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default, lack of due care or breach of terms under this Agreement. The Indemnifying Party shall also indemnify Indemnified Party from and against all direct monetary losses, damages etc. arising out of any defect, fault, deficiency in the applications, software licenses, hardware and other components of the Project provided and/or maintained by the Indemnifying Party or any of its sub-contractors etc.

Further, Indemnifying Party shall protect and fully indemnify and keep indemnified the Indemnified Party from all claims, damages or compensation for infringement under the provisions of the Digital Personal Data Protection Act, 2023.

1.14.2 IPR Indemnity

If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Deliverable / Services provided by the Indemnifying Party infringes a copyright, trade secret or patents or other intellectual property rights of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

The Indemnifying Party promptly will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

- i. Indemnified Party's misuse or modification of the Service/ Deliverables.
- ii. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
- iii. Indemnified Party's use of the Service/Deliverables in combination with any product or information not owned or developed or supplied by Indemnifying Party.

If any of the service/deliverables, is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either:

- i. Procure the right for 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 SI 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 SI within a period of 7 days from the date of receipt of such notice from the DoP, notify the DoP whether the SI wish to assume the defence concerning such claim (including settlement or resolution thereof). Thereafter, the SI 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 SI 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 SI and the DoP agree and covenant that a notice by the DoP to the SI concerning the claim as aforesaid shall amount to express acceptance and consent by the SI to indemnify the DoP for all losses concerning such claim. Upon notice by the SI, the DoP shall reasonably cooperate with the SI at the sole costs of the SI, 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 SI 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 SI 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, SI as fully as though the SI alone had assumed the defence thereof and a judgement had been entered into by the SI, for such claim in respect of the settlement or judgement.

1.14.4 Risk Purchase

If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the SI under this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk and responsibility. Any incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI 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.

1.14.5 Limitation of Liability

- i. The liability of SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement.
- 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 SI 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 SI given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 1.11.3 (Security and Safety), 1.16 (Confidentiality) and breach of Intellectual Property Rights of a third party.
- v. The allocations of liability in this Clause 1.14 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations.

1.15. Force Majeure

1.15.1 Definition of Force Majeure

The SI 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 SI under this Agreement;
 - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the SI's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the SI 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, 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 SI under this Agreement.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the SI 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 SI 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 SI to utilize highly Confidential Information including confidential public records and the SI shall maintain the highest level of secrecy, confidentiality and privacy concerning such Confidential Information. The SI shall use its best efforts to protect

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the confidentiality, integrity and proprietary of the Confidential Information.

- ii. Additionally, the SI shall keep confidential all the details and information concerning the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The SI 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 SI regarding any forbidden disclosure. The DoP reserves the right to adopt legal proceedings, civil or criminal, against the SI concerning a dispute arising out of a breach of obligation by the SI under this clause.
- iv. The SI shall execute a non-disclosure agreement with the DoP in the format provided in Volume II of the RFP and shall ensure that all its employees and agents and sub-contractors (if any) involved in the Project, execute individual non-disclosure agreements, which have been duly approved by the DoP concerning this Project. Copy of such Non-Disclosure Agreements to be provided to DoP by SI as and when demanded.
- v. The SI 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 SI's Team ("Authorized Person") provided the Authorized Person needs to know the Confidential Information for the accomplishment of the Services and the Authorized Person has executed a confidentiality agreement with the DoP before receiving such information; and
 - c. if and to the extent that the SI is compelled legally to disclose the Confidential Information.
- vi. When the SI is aware of any steps being taken or considered to compel legally the SI or an Authorized 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 reasonable required by the DoP to oppose or restrict that disclosure.
- vii. The SI 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 SI 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 SI's personnel shall follow the DoP's Information Security policy and Cyber Crisis Management Plan or any other related policy or guideline issued from time to time. The SI 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 SI 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 SI to protect its proprietary information. The SI 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 SI could damage the DoP, and that because of the SI's duties hereunder, the SI may come into possession of such proprietary

information, even though the SI 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 SI shall use such information only to perform the said services. The SI shall, upon termination of this Agreement for any reason, or upon demand by the DoP, whichever is earliest return all information provided to the SI 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 SI. 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 SI of its obligations/functions following the standards committed to or required by the DoP and the SI 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 SI 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 SI is out of the purview of audit/inspections.
- iii. Without prejudice to the foregoing, the SI shall allow access to the DoP or its nominated agencies to all information which is in the possession or control of the SI 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 V of this Agreement.

1.18 Ownership and Intellectual Property Rights

- a) DoP shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during 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 SI solely during the performance of the Services and for, inter-alia, use or sub-license of such Services under this Agreement. The SI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the DoP and execute all such agreements/documents and 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.
- b) Further, the SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc (including, inter alia, licenses for Commercially-Off-The-Shelf software and products). provided by the SI under this Agreement shall be acquired in the name

of the DoP, prior to termination of this Agreement and which shall be assigned/ sublicensed by the DoP to the SI (to the extent legally and contractually permissible) for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals, registrations, licenses, permits and rights etc., shall endure to the exclusive benefit of the DoP without any additional costs to the DoP in this regard.

- c) **Pre-existing work:** All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the DoP will also have rights to use and copy all process, specifications, reports and other document drawings, manuals, and other documents provided by SI as part of the scope of work under this Agreement for the purpose of this Agreement on non-exclusive, non- transferable, perpetual, royalty-free license to use basis.
- d) **Third Party Products:** Subject to clause (b), if license agreements are necessary or appropriate between the SI and third parties for purposes of enabling/ enforcing/implementing the provisions hereinabove, the SI shall enter into such agreements at its own sole cost, expense and risk.
- e) **Ownership of documents:** DoP shall own all documents provided by or originating from the DoP and all documents produced by or from or for the SI 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 SI shall deliver to the DoP all documents provided by or originating from the DoP and all documents produced by or from or for the SI in the course of performing the Services, unless otherwise directed in writing by the DoP at no additional cost. The SI shall not, without the prior written consent of the DoP store, copy, distribute or retain any such Documents.
- f) The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training materials) made during the Term for implementation of the Project under this Agreement will lie with DoP.
- g) **Data:** By this Agreement, the SI's Team may have access to the data/ information held by the DoP and /or a third party or any customer of the DoP. The DoP shall 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 come in the possession of the SI or SI's Team in the course of performing the Services under this Agreement.

1.19 Warranty

1.19.1 Standard:

- i. The SI warrants that the Project, including all the systems(s), materials and goods supplied pursuant to this Agreement, shall be free from any defect or deficiency in the material and goods supplied pursuant to this Agreement, shall be free from any defect or deficiency in the material, design, engineering, and workmanship that prevent the system and/ or any of its systems from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the system and/or any of its sub-system(s). Commercial warranty provisions of products supplied under the Agreement shall apply to the extent they do not conflict with the provisions of this Agreement.

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- ii. The SI also warrants that the products, materials and other goods supplied under the Agreement are new, unused and incorporate all recent improvements in design that materially affect the system’s or subsystem’s ability to fulfill the technical requirements specified in the RFP.
- iii. In addition, the SI warrants that all goods components to be incorporated into the System form part of the SI/OEM’s and/or Subcontractor’s current product lines.
- iv. The warranty period shall commence from the date of Go-live of the Project (as defined in Volume I of the RFP) and shall extend for as follows:

Components	Period
Standard Hardware	6 months post completion of this Agreement
COTS Software	6 months post completion of this Agreement
Bespoke Software	6 months post completion of this Agreement

DoP should approve signoff within <15 days> from the submission of deliverables for Go-Live (as relevant, depending on project requirement) by the SI.

In case the DoP fails to respond and provide feedback on the above stated submission, the deliverables will be deemed accepted for the commencement of warranty for the Project.

However, in case the DoP confirms to SI an alternative date, then the date would stand revised for deemed acceptance. Such revisions may be limited to 2 (two).

- v. If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the SI, the SI shall promptly, in consultation and agreement with DoP, and at the SI’s sole cost repair, replace, or otherwise make good (as the SI shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the system caused by such default, defect or deficiency. Any defective component, excluding hard disks, that has been replaced by the SI shall remain the property of the SI.
- vi. The SI may, with the consent of DoP, remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the DoP may give the SI notice requiring that tests of the defective part be made by the SI immediately upon completion of such remedial work, whereupon the SI shall carry out such tests. If such part fails the tests, the SI shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the DoP and the SI.
- vii. If the SI fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within a reasonable time period, the DoP may, following notice to the SI, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the DoP in connection with such work shall be paid to the DoP by the SI or may be deducted by the DoP from any amount due to the SI.

- viii. If the System or any of its sub-systems cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, attributable to SI, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the DoP because of such defect and/or making good of such default, defect or deficiency. For reasons not attributable to SI, the SI shall not be liable.
- ix. Items substituted for defective parts of the System during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.
- x. The SI shall have no liability in the case of breach of this warranty due to :
 - (a) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the SI,
 - (b) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the SI;
 - (c) the deliverables having been tampered with, altered or modified by DoP without the written permission of the SI, or
 - (d) use of the deliverables otherwise than in terms of the relevant documentation.

1.19.2 Implied Warranty: The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

1.20 Insurance Cover

1.20.1 Obligation to Maintain Insurance

- (i) In connection with the provision of the Services, the SI must have and maintain, and shall cause any sub-contractor to take out and maintain, at his (or subcontractors, as the case may be) cost but on terms and conditions approved by DoP, valid and enforceable insurance for the Agreement Term against the risks, and for the coverages including but not limited to:
 - a. either professional indemnity or errors and omissions
 - b. product liability
 - c. workers' compensation as required by law 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 of appropriate values so as to cover risks of SI under this Agreement.
- (iii) The SI 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 SI must, on request by the DoP, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 1.20. The SI agrees to replace any coverage prior to 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 SI or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve SI of its obligations under this Agreement.

1.21 Miscellaneous

1.21.1 Personnel

- a. The personnel assigned by SI to perform the Services shall be employees of SI or its subcontractor(s), and under no circumstances shall such personnel be considered employees of DoP. The SI 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, including salary, withholding of income taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- b. The SI shall use its best efforts to ensure that sufficient and competent SI personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with SI, DoP shall have the right to require the removal or replacement of any SI personnel performing work under this Agreement based on bona fide reasons. In the event that DoP requests that any SI personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed terms.
- c. In the event that the DoP and SI identify any personnel of SI as "Key Personnel", then the SI shall not remove such personnel from the Project without the prior written consent of DoP or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
- d. Except as stated in this Clause, nothing in this Agreement or Service Levels will limit the ability of SI to freely assign or reassign its employees, provided that SI shall be responsible, at its expense, for transferring all appropriate knowledge, handholding and training from personnel being replaced to their replacements. DoP shall have the right to review and approve SI's plan for any such knowledge transfer. SI shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- e. The SP 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.

- f. Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- g. 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 pursuant 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 shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and except as expressly stated in this Agreement or Service Levels, nothing in this Agreement or Service Levels shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- a. incur any expenses on behalf of the other Party;
- b. enter into any engagement or make any representation or warranty on behalf of the other Party;
- c. pledge the credit of or otherwise bind or oblige the other Party; or
- d. commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

1.21.3 Sub-contractors

- a. Subject to the final discretion and prior written consent of the DoP, the SI may seek the appointment of a sub-contractor for the specific tasks mentioned in the RFP and thereby discloses the list of services it is subcontracting before execution of this Agreement. The terms of the contracts proposed to be entered into with the sub-contractors shall require the prior written approval of the Purchaser and shall be in conformity with the terms of the Agreement. Where the Purchaser deems necessary, it may refuse to consent to the delegation/sub-contacting of any part of scope of work.
- b. As provided in clause 1.21.3 (a) above, the SI shall immediately upon execution of the contract(s) to be entered into with such delegate/sub-contractor provide a copy of the same (without commercials) to the DoP within 15 days from the date of signing the Agreement and shall not review, amend, modify or terminate the terms of such contracts without the prior written consent of the DoP.
- c. Prior to executing any contract or entering into any contract or understanding with a sub-contractor, the SI shall ensure that each sub-contractor appointed by the SI executes a performance Undertaking and non-disclosure agreements as may be required. A copy of the detailed executed agreement with prices blanked shall be submitted to the DoP within 15 days from the date of signing the Agreement.
- d. Any change of the sub-contractor(s), after the arrangement is firmed up, will be made by the SI only with the prior written approval of the DoP which approval shall not be unreasonably withheld and only from amongst those sub-contractor(s), as proposed by the SI in his bid.

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- e. The SI shall be responsible and shall ensure the proper execution and performance of the services or tasks so delegated/sub-contracted and shall be liable for any non-performance or breach by such delegate/sub-contractor. The SI indemnifies and shall keep indemnified the DoP against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor. The SI shall be responsible for making all payments to the sub-contractor as may be necessary, in respect of any work performed or task executed, and the DoP shall not be responsible for any part or full payment, which is due to such sub-contractor.
- f. All rights of use of any process, service or facility developed or any other task performed by the subcontractor for the SI for the purposes of this Agreement, under a subcontract/agreement would lie exclusively with the DoP in perpetuity free from all liens, encumbrances and other third party rights and the SI shall, wherever required take all steps that may be necessary to ensure the use of such rights by the DoP. Ownership and all rights of use of all deliverables / documents/ reports etc. supplied by the SI and/or by authorized subcontractor for the SI for the purposes of this Agreement, under a subcontract/agreement would lie exclusively with the DoP in perpetuity free from all liens, encumbrances and other third party rights and the SI shall, wherever required take all steps that may be necessary to ensure the ownership and use of such rights by the DoP. DoP shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed by the subcontractor solely during execution of this Agreement. The SI will provide the undertakings given by the subcontractor within 30 days from the date of appointment of subcontractor to disclose all such Intellectual Property Rights arising in performance of the Services to the DoP and execute all such agreements/documents and 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.
- g. SI shall ensure that the deliverables delivered by the sub-contractors are genuine and in case of software, are duly licensed ones. The SI will indemnify and defend the DoP against any claim that any third party products delivered under this Agreement are either not genuine or are not a proper licensed one.
- h. Nothing in this Agreement or any subcontract agreement hereunder shall relieve the SI from its liabilities or obligations under this Agreement to provide the Services in accordance with this Agreement.
- i. Where the DoP deems necessary, it shall have the right to require replacement of any sub-contractor with another sub-contractor and the SI shall in such case terminate forthwith all agreements/contracts other arrangements with such delegate/sub-contractor and find of the suitable replacement for such sub-contractor to the satisfaction of the DoP at no additional charge. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/contracts with such sub-contractor, shall amount to a breach of the terms hereof and the DoP in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure. Further, in case the SI terminates any contract/arrangement or agreement with a sub-contractor for any reason whatsoever, the SI shall ensure the smooth continuation of Services by providing forthwith, a suitable replacement which is acceptable to the DoP at no additional charge.

1.21.4 Assignment

- a. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of DoP and their respective successors and permitted assigns.
- b. Except as otherwise expressly provided in this Agreement, and until the previous consent in writing of DoP is obtained, the SI shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- c. DoP may assign or novate all or any part of this Agreement and Schedules/Annexures, and the SI shall be a party to such novation, to any third party contracted to provide outsourced services to DoP or any of its nominees.
- d. If the SI 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 Agreement and avail any or all remedies hereunder.

1.21.5 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the SI 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 SI 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.

1.21.6 Communication and Notices

- a. Any communication, notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by registered/ speed Posts email or by facsimile transmission.
- b. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

To SI-

Name:

Designation:

Address:

Tel:

Fax:

Email:

To DoP-

Name:

Designation:

Address:

Tel:

Fax:

Email:

- c. In relation to 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.
- d. 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 9:30 am and 6:30 pm at the address of the other Party set forth above or if sent by email, provided the copy email 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). The effective date of such communication, notice or other document shall be either on the completion of delivery as per the terms herein or the effective date explicitly mentioned in the communication, whichever is later.
- e. Either Party to this Agreement 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.
- f. No communication, notice or other document shall amount to an amendment of the terms of this Agreement, except amendment of Agreement as per the terms of clause 1.21.7 below.
- g. Persons signing the communications, notices or other document:
A person signing communication in respect of the Agreement or purported to be on behalf of the SI, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the SI. If it is discovered at any time that the person, so signing has no authority to do so, DoP reserves its right, without prejudice to any other right or remedy, to terminate the Agreement for default in terms of the Agreement and avail any or all the remedies thereunder and hold such person personally and/ or the SI liable to the DoP for all costs and damages arising from such remedies.

1.21.7 Modifications/ Amendments, Variation and Further Assurance

- a. No amendment, variation or other change to this Agreement shall be valid unless authorised in accordance with the change control procedure as set out in the Change Management and Control set out in Schedule II of this Agreement. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement.
- b. 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

- a. If any provision of this Agreement or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision or part provision.
- b. 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.
- c. 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 in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

1.21.9 Compliance with Applicable Law

- a. The SI shall comply with the provision of all laws including the Digital Personal Data Protection Act, 2023, labour laws, rules, regulations and notifications issued there under 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 SI shall abide by these laws. The SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The SI 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 SI shall also adhere to all security requirement/regulations of the DoP during the execution of the work.
- b. In cases where Services are to be performed by SI at the premises of DoP or beneficiary of Services designated by the DoP, the SI shall comply with the provisions of the Labour Codes including Code on Wages, 2019 The Industrial Relations Code 2020, Code on the Social Security 2020, and the Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time to time, wherever applicable and shall also indemnify the DoP from and against any claims under the aforesaid Labour Codes and the Rules.
- c. Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the SI 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 at no additional cost to the DoP.
- d. During the tenure of this Agreement, the SI 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 SI in contravention of any Applicable Law or any amendment thereof and the SI shall keep the DoP indemnified in

this regard.

e. Changes in Laws and Regulations

Unless otherwise stipulated in the Agreement, if after the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the SI has thereby been affected in the performance of any of its obligations under the Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for, where applicable.

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 SI 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 with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraud, misrepresentation and corrupt practice.

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

1.21.13 Conflict of Interest

The SI shall ensure that the SI shall hold the DoP's interest's paramount, without any regard for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The SI shall disclose to the DoP in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the SI or the SI'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.

1.21.14 Governing Law and Dispute Resolution

- a. This Agreement shall be combined by and construed in accordance with the laws of India, without giving effect to the conflict of law rules. To parties expressly agree to exclude dropped application after UN 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 conviction might otherwise be applicable.
- b. Any dispute arising out of or in connection with this Agreement or the SLA/Service Levels shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule I of this Agreement.
- c. In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as per Mediation Act, 2023 and as follows:
 - Aggrieved party should refer the dispute to the identified mediator (i.e. a High-Level Committee / HLC) in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
 - The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.
 - If no resolution can be reached through mutual discussion or mediation within 30 days, then the matter should be referred to Arbitration as explained below.
- d. In the case of dispute arising out of or in relation to or in connection with this Agreement between the DoP and SI, which has not been settled in accordance with clause 1.21.14 (c) above within 30 days from date of reference of the dispute to Mediator, 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 SI and Purchaser (one each)] in accordance with and in full satisfaction of the qualifications to be prescribed for such arbitrator, including but not limited to the qualifications so as to technical experience, nationality and legal experience, by the DoP and the SI, at the time of appointment with arbitration proceedings shall be conducted in English language. The arbitration proceedings with seat and venue will be held at New Delhi, India.
- e. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one Party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of Delhi, India.
- f. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable on 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

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proceedings with its seat and venue will be held at New Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India.

- g. 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 in the presence of:

For and on behalf of Department of Posts
(FIRST PARTY)

Name:

Designation:

Signature:

Seal:

In Witness of-

Signature:

Name:

Designation:

Address:

Seal:

For and on behalf of System Integrator
(SECOND PARTY)

Name:

Designation:

Signature:

Seal:

In Witness of-

Signature:

Name:

Designation:

Address:

Seal:

1.22 Schedule I – Governance Schedule

1.22.1 Purpose

The purpose of this Governance Schedule is to:

- a) establish and maintain the formal and informal processes for managing the relationship between the Department of Posts and the System Integrator (SI);
- b) define the principles that both Parties wish to follow to ensure the delivery of the Services;
- c) ensure the continued alignment of the interests of the Parties;
- d) ensure that the relationship is maintained at the correct level within each Party;
- e) create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- f) set out the procedure for escalating disagreements; and
- g) enable contract administration and performance management.

1.22.2 Governance Structure

- a) **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. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- b) **Project Management Committee (PMC)** - Within 7 days following the Effective Date, Department of Posts and the System Integrator shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in 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.
- c) The PMC shall 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 periodic performance reports; (ii) consideration of matters arising out of the change control; (iii) escalated issues; (iv) matters to be brought before the PMC in accordance with this Agreement; (v) any matter brought before the PMC by the System Integrator under this Agreement; and (vi) any other issue which either Party wishes to add to the agenda.
- d) In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PMC any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

1.22.3 Governance Procedures

- a) The SI shall document the agreed structures in a procedures manual.
- b) The agenda for each meeting of the PMC 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 PMC, along with relevant pre-reading material, shall be distributed in advance of the relevant

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meeting.

- c) All meetings and proceedings will be documented. Such documents shall 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.
- d) The Parties shall ensure as far as reasonably practicable that the PMC 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.
- e) In order to formally submit a Disputed Matter to the aforesaid for a resolution, 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.
- f) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in Clause 1.21.14 of MSA.
- g) All negotiations, statements and / or documentation pursuant to these Clauses shall be without prejudice and confidential (unless mutually agreed otherwise).
- h) 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 endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

1.23 Schedule II – 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 Execution Phase, SLA and Scope of Work. Such change shall include, but shall not be limited to, changes in the scope of services provided by the SI and changes to the terms of payment.

The DoP and SI recognize that 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 SI will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment and DoP will work with the SI to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and the Service levels/SLA

1.23.1 Change Management Process

A. Change Control Note ("CCN")

1. Change requests in respect of the MSA, the Project Execution, the operation, the SLA or Scope of work will emanate from the Parties' respective Project Manager 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 A hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
2. The SI and the DoP, during the Project Execution Phase and the DoP 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 is suggested and applicable.
3. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the SI and accepted by the DoP or as decided and approved by DoP. For arriving at the cost / rate for change up to 25% of the project value, the submitted in the Financial Proposal shall be considered.

B. Quotation

- (i) The SI shall assess the CCN and complete Part B of the CCN. In completing the Part B of the CCN, the SI shall provide as a minimum:
 - a. a description of the change
 - b. a list of deliverables required for executing the change;
 - c. a time table for execution;
 - d. an estimate of any proposed change
 - e. any relevant acceptance criteria
 - f. an assessment of the value of the proposed change;
 - g. material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
- (ii) Prior to submission of the completed CCN to the DoP, the SI will undertake its own internal

review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the SI shall consider the materiality of the proposed change in the context of the MSA and the Project Execution affected by the change and the total effect that may arise from execution of the change.

C. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the SI.

D. Obligations

The SI shall be obliged to execute any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for execution and within an agreed timeframe. The SI 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 service/software/hardware/licenses should not exceed the price quoted in the SI's proposal.

1.24 Schedule III- Exit Management Schedule

1.24.1 Purpose

- a) This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management Service Levels
- b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

1.24.2 Transfer of Assets

- a) DoP shall be entitled to serve notice in writing on the SI at any time during the exit management period as detailed hereinabove requiring the SI to provide the DoP with a complete and up to date list of the Assets within 30 days of such notice. DoP shall then be entitled to serve notice in writing on the SI at any time prior to the date that is 30 days prior to the end of the exit management period requiring the SI to sell the Assets, if any, and will be transferred to DoP at book value as determined as of the date of such notice in accordance with the provisions of relevant laws. It is clarified that the all the Assets belonging to DoP and maintained by SI , will be handed over to DoP or its nominated agency on “AS-IS” basis without any cost to DoP.
- b) In case of contract being terminated by DoP, DoP reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued.
- c) Upon service of a notice under this Article the following provisions shall apply:
 - (i) in the event, if the Assets to be transferred are mortgaged to any financial institutions by the SI, the SI shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to DoP.
 - (ii) All risk in and title to the Assets to be transferred / to be purchased by the DoP pursuant to this Article shall be transferred to DoP, on the last day of the exit management period.
 - (iii) DoP shall pay to the SI on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule if any.
 - (iv) Payment to the outgoing SI shall be made to the tune of last set of completed services / deliverables, subject to Service Levels requirements.
 - (v) The outgoing SI will pass on to DoP and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favorable to DoP/ Replacement SI, than that enjoyed by the outgoing SI.

1.24.3 Cooperation and Provision of Information

During the exit management period:

- (i) The SI will allow the DoP, access to 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;
- (ii) promptly on reasonable request by the DoP, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. DoP shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The SI shall permit DoP to have reasonable access to its employees and facilities as reasonably required DoP to understand the methods of delivery of the services employed by the SI and to assist appropriate knowledge transfer.

1.24.4. Confidential Information, Security and Data

- a) The SI will promptly on the commencement of the exit management period supply to the DoP the following:
 - (i) information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
 - (ii) documentation relating to Project's Intellectual Property Rights;
 - (iii) documentation relating to sub-contractors;
 - (iv) all the data and confidential information used in the Project;
 - (v) all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement SI in a readily available format nominated by the DoP;
 - (vi) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DoP, or its Replacement SI to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement SI (as the case may be).
- b) Before the expiry of the exit management period, the SI shall deliver to the DoP all new or updated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the SI shall be permitted to retain one copy of such materials for archival purposes only.

1.24.5 Transfer of certain agreements

On request by the DoP, the SI shall effect such assignments, transfers, licences and sub-licences to DoP or its Replacement SI in relation to any equipment lease, maintenance or service provision agreement between SI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the DoP or its Replacement SI.

1.24.6 Rights of access to premises

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

1.24.7 General obligations of the SI

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

1.24.8 Exit Management Plan

- a) The SI shall provide DoP with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management Service Levels:
- b) The Exit Management Plan to be exhaustively contain the details of data, information, assets, services, third party agreements, licenses that are executed and in place with time to time updating and it's manner and mode of handing over or transfer to DOP or its new SI engaged
- c) The transfer may include the transfer of data/assets to the new SI or DoP on the same premises or to the new premises as per the circumstances prevailing on that date of execution of exit management
 - (i) A detailed program of the transfer process that could be used in conjunction with a Replacement SI 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;
 - (ii) plans for the communication with such of the SI's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;

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- (iii) (if applicable) proposed arrangements for the segregation of the SI's networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination;
 - (iv) Plans for provision of contingent support to DoP and Replacement SI for a reasonable period after transfer.
- d) The SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- e) Each Exit Management Plan shall be presented by the SI to and approved by the DoP
- f) The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule. In the event of termination or expiry of SI, and Project Implementation, each Party shall comply with the Exit Management Plan.
- g) During the exit management period, the SI shall use its best efforts to deliver the services.
- h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- i) This Exit Management plan shall be furnished in writing to the DoP, within 90 days from the Effective Date of this Agreement.

1.25 Schedule IV- Terms of Payment Schedule

Please refer Vol I of RFP

1.26 Schedule V- Audit, Access and Reporting

1. PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the Purchaser or its nominated agency and the SI.

2. AUDIT NOTICE AND TIMING

- (i) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the DoP or its nominated agency and thereafter during the operation Phase, the Purchaser or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the SI any further notice of carrying out such audits.
- (ii) The DoP or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the SI, a security violation, or breach of confidentiality obligations by the SI, provided that the requirement for such an audit is notified in writing to the SI within a reasonable period time prior to 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 SI considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.
- (iii) The frequency of audits shall be a (maximum) half yearly, provided always that the DoP or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the SI. Any such audit shall be conducted by with adequate notice of 2 weeks to the SI.
- (iv) DoP will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of SI and will be bound by confidentiality obligations.

3. ACCESS

The SI shall provide to the Purchaser or its nominated agency reasonable access to employees, subcontractors, 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 shall have the right to copy and retain copies of any relevant records. The SI shall make every reasonable effort to co-operate with them.

4. AUDIT RIGHTS

- (i) 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), data centers, 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:
 - a. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of DoP and documentation related thereto;
 - b. That the actual level of performance of the services is the same as specified in the

Service Levels;

- c. That the SI has complied with the relevant technical standards, and has adequate internal controls in place; and
- d. The compliance of the SI with any other obligation under the MSA and Service Levels.
- e. Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the SI.
- f. For the avoidance of doubt the audit rights under this Schedule shall not include access to the SI's profit margins or overheads, any confidential information relating to the SP employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the MSA.

5. AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

- (i) The SI shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with sub-contractors who supply labour, services in respect of the services. The SI shall inform the DoP or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- (ii) REPORTING: The SI will provide quarterly reports to the DoP regarding any specific aspects of the Project and in context of the audit and access information as required by the Purchaser or its nominated agency.

6. ACTION AND REVIEW

- (i) Any change or amendment to the systems and procedures of the SI, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- (ii) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the DoP or its nominated agency and the SI's Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

7. TERMS OF PAYMENT

The DoP shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the SI and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management Service Levels by the SI pursuant to this Schedule.

8. RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the SI shall maintain true and accurate records in connection with the provision of the services and the SI shall handover all the relevant records and documents upon the termination or expiry of the MSA.

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1.27 Annexure A – Format for Change Control Notice

Change Control Note	CCN Number:
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by Department of Posts	Date:
Name:	
Signature:	
Received by the System Integrator	Date:
Name:	
Signature:	

Change Control Note	CCN Number:
Part B : Evaluation	
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation / Execution: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the System Integrator	Date:
Name:	

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Signature:	
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Change Control Note		CCN Number:	
Part C : Authority to Proceed			
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)			
Approved			
Rejected Requires Further Information (as follows, or as Attachment 1 etc.)			
For Department of Post		For the System Integrator	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

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1.28 Annexure B- Bid Response / Proposal

1. Technical Bid Response – Extract/ Attach Copy Of Response As Received
2. Financial Bid- To be attached as per final copy received

1.29 Annexure C- Required Deliverable and Associated Timelines (Service Levels)

Refer Vol I of the RFP

1.30 Annexure D- Non-Disclosure Agreement

Refer Annexure 2 Section 6.2.14 and Section 6.2.15 of Vol II of the RFP.