

REQUEST FOR PROPOSAL (RFP)

UNDER LIMITED TENDER ENQUIRY (LTE)

FOR

**ASSISTANCE IN PREPARATION OF CONCEPT PAPER
AND DETAILED PAPER OF PROPOSED SCHEME FOR
DIGITAL ADDRESS ECOSYSTEM**

OF

DEPARTMENT OF POSTS

MINISTRY OF COMMUNICATIONS

GOVERNMENT OF INDIA

TABLE OF CONTENTS		
SECTION I: REQUEST FOR PROPOSAL LETTER (RFPL)		I-IV
APPENDIX TO RFPL: TENDER INFORMATION SUMMARY (TIS)		V-VIII
SECTION II: INSTRUCTIONS TO CONSULTANTS (ITC)		1-28
1	The RFP Document	1-3
2	Procuring Entity – Rights and Disclaimers	4-5
3	Consultants – Participation in this RFP process	5-7
4	The Terms of Reference (TOR) and Form of Contract	7-8
5	Proposal Prices, Taxes and Duties	8-10
6	Downloading the RFP Document; Corrigenda and Clarifications	10-11
7	Pre-Proposal Conference	11
8	Preparation of proposals	11-14
9	Signing and Uploading Proposals	14-16
10	Proposal Opening	16
11	Evaluation of Proposals	16-23
12	Contract Negotiation	23-25
13	Award of Contract	25-26
14	Grievance Redressal/ Complaint Procedure	26-27
15	Code of Integrity in Public Procurement, Misdemeanors and Penalty	27-28
SECTION III: APPENDIX TO INSTRUCTIONS TO CONSULTANTS (AITC)		29-31
SECTION IV: GENERAL CONDITIONS CONTRACT (GCC)		32-72
16	General	32-35
17	The Contract	35-37
18	Governing Laws and Jurisdiction	37-38
19	Communications	38-39
20	Consultant's Obligations and restrictions on its Rights	39-47
21	Procuring Entity's Obligations	47-48
22	Scope of Services and Performance Standards	48-49
23	Deployment of Resources	49
24	Delivery of Services and delays	50-52
25	Prices and Payments	52-58
26	Resolution of Disputes	58-64
27	Defaults, Breaches, Termination, and closure of Contract	64-68
28	Code of Integrity in Public Procurement; Misdemeanors and Penalties	68-72
SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)		73-76
SECTION VI: TERMS OF REFERENCE		77-84
29	Background	77
30	Addressing problem in India	77-80
31	Objectives	80

32	Form of Contract	80
33	Scope of Work	80-83
34	Site of Work	83
35	Key experts required	83
36	Deliverables and time schedule	83-84
37	Reporting	84
38	Procuring Entity's input	84
Section VII: EVALUATION/ SCORING CRITERIA		85-90
39	Bid evaluation and selection method	85-90
40	Financial Bid	90
Bidding Forms		91-115
Technical Proposal		92-114
FORM T-1: PROPOSAL FORM (COVERING LETTER)		93-97
FORM T-2: CONSULTANT'S COMMERCIAL INFORMATION		98-99
FORM T-3: CONSULTANT'S ORGANISATION AND EXPERIENCE		100-101
FORM T-4: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY		102
FORM T-5: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE		103-104
FORM T-6: WORK SCHEDULE AND PLANNING FOR DELIVERABLES		105-106
FORM T-7: ASSIGNMENT, AND KEY EXPERTS' INPUTS		107
ANNEX TO FORM T-7: KEY EXPERT CURRICULUM VITAE (CV)		108-110
FORM T-8: CHECKLIST FOR CONSULTANTS		111
FORM T-9: BID SECURITY DECLARATION		112-113
FORM T-10: CHECKLIST FOR CONSULTANTS		114
FINANCIAL PROPOSAL		115
FORMATS		116-124
FORMAT 1: CONTRACT FORM		117-118
APPENDIX A to FORMAT 1: DESCRIPTION OF SERVICES		119
APPENDIX B to FORMAT 1: KEY EXPERTS		120
APPENDIX C to FORMAT 1: BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY		121-122
FORMAT 2: AUTHORIZATION TO ATTEND PRE-PROPOSAL CONFERENCE		123-124

SECTION I

Request for Proposal Letter (RFPL)

LETTER OF INVITATION

DAC Cell, Postal Operations Division

Department of Posts

4th floor, Dak Bhawan,

Sansad Marg, New Delhi - 110001

No. 35-05/2025-PO

Dated: 30th April, 2025

Dear Sir/Madam,

“The President of India”, through the “Deputy Director General” of the “Postal Operations Division” in “Department of Posts, Ministry of Communications, Government of India” (hereinafter referred to as “the Authority”, “the Head of Procurement”, “the Procuring Entity” and “the Procuring Organisation” respectively), invites proposals (hereinafter referred to as ‘the Proposal(s)’) exclusively from the eligible Indian Institutes of Management (hereinafter referred to as ‘IIM’ or ‘Consultant’) which consistently held the rank in the top ten (10) ranking under Management category in National Institutional Ranking Framework, issued by Ministry of Education, Government of India for the years 2022, 2023 and 2024, through bids on two bid system on Limited Tender Enquiry (LTE) basis, in accordance with the Rule 183 (read in consonance with Rule 162) of General Financial Rules, 2017 which envisages for estimated cost of the consulting service up to Rupees Fifty lakhs, for Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem of the Department of Posts. The eligible list of IIMs also includes those Institute(s) which have been consistently held the rank in the top ten (10) ranking under Management category in National Institutional Ranking Framework, issued by Ministry of Education, Government of India for the years 2022, 2023 and 2024 and have subsequently been declared as IIM under Indian Institutes of Management Act, 2017 during the years 2022, 2023 and 2024.

2. The Request for Proposal (RFP) Document, reference number, RFP No. 35-05/2025-PO (hereinafter referred to as ‘the RFP Document’), containing the details of

initiative background, submission requirement, brief objective & scope of work and method of evaluation etc. is enclosed.

3. The RFP Document is also available on the website <https://www.indiapost.gov.in>.

4. You may submit your proposal (in prescribed format) by uploading it through the eProcurement Portal latest by **5.00 PM of 30th May, 2025**:

5. Queries, if any, may be referred to the Deputy Director General (Postal Operations), Department of Posts through Telephone No. 011-23096179 or at e-mail: ddgpo.dte@indiapost.gov.in or digipin@indiapost.gov.in

6. Eligible IIMs must read the complete 'RFP Document'.

(1) This Request for Proposal Letter (RFPL), an integral part of the RFP Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Proposal. 'Tender Information Summary' (TIS) appended to this letter gives a salient summary of the relevant information, including the Type of contract and Selection Method to evaluate RFP. Any generic reference to RFPL shall also imply a reference to TIS as well. However, interested eligible Indian Institutes of Management which consistently held the rank in the top ten (10) ranking under Management category in National Institutional Ranking Framework, issued by Ministry of Education, Government of India for the years 2022, 2023 and 2024, are advised to study the RFP carefully before submitting their proposals in response to this RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of the document with full understanding of its terms, conditions and implications.

(2) Any subsequent corrigenda / clarifications would be made available on the official website of the Department of Posts: <https://www.indiapost.gov.in> and to all the concerned parties via e-mail.

(3) This RFP is being issued with no financial commitment and the DoP reserves the right to change or vary any part thereof at any stage. DoP also reserves the right to withdraw the RFP, should it become necessary at any stage.

7. Availability of the RFP Document

(1) The RFP Document shall be published on the e-Procurement Portal and official website of Department of Posts (hereinafter referred as "DoP"), for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. The downloaded RFP Document is free of cost. The deadline shall not be extended. Any query/ clarification regarding downloading RFP Documents and uploading Proposals on the e-Procurement Portal may be addressed to the Help Desk in the eProcurement Portal (please refer to TIS for details).

(2) Bidder IIMs may note that DoP will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidder IIM will be unconditional and unqualified; and the Bidder IIMs

would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

8. Clarifications

A Consultant may seek any clarification of the RFP Document through the eProcurement Portal before the date and time stipulated in TIS. This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained.

9. Eligibility and Qualification Criteria for Participation in this RFP

Consultant which is an Indian Institute of Management (IIM) that consistently held the rank in the top ten (10) ranking under Management category in National Institutional Ranking Framework, issued by Ministry of Education, Government of India for the years 2022, 2023 and 2024, shall be eligible for participation in this RFP.

10. Pre-proposal Conference

(1) To clarify and discuss issues with respect to the initiative and the RFP Document, a pre-Proposal conference will be held as per the details provided in TIS. This conference will be done via video conferencing, details of which would be shared, nearer the time with the interested eligible IIMs that inform DoP regarding their interest to participate by writing an email to ddgpo.dte@indiapost.gov.in or digipin@indiapost.gov.in at least 3 working days in advance of the pre- proposal conference.

(2) Prior to the Pre-proposal conference, the Bidder IIMs may submit a list of queries and proposed suggestions in the word format as per "Form T-4.", if any, to the RFP requirements.

(3) In case of any change in the schedule of Pre-proposal conference, the same will be communicated to Bidder IIMs through email and/or posting on the DoP website indiapost.gov.in and/or CPP Portal (<https://eprocure.gov.in/cppp/>)

(4) Attendance of the Bidder IIMs at the Pre-proposal meeting is not mandatory. DoP will endeavour to respond to all queries received by the scheduled date from all Bidders, irrespective of attendance of the Bidder in the Pre-bid Meeting.

(5) No interpretation, revision, or other communication from DoP regarding this solicitation is valid unless in writing. DoP may choose to send to all Bidder IIMs whose proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidder IIMs.

11. Submission of Proposals:

Proposals must be uploaded by the submission deadline mentioned in TIS. If the office happens to be closed on that date, this deadline shall not be extended. Further details are given in Instructions to Consultants (ITC).

12. Proposal Opening

Proposals received shall be opened online on or after the specified date and time in TIS. If the office is closed on the specified date of opening of the Proposals, the opening shall be done on the next working day at the same time.

Note: For further details, please refer to appended TIS and the complete RFP Document.



(Vivek Kumar Daksh)
Deputy Director General (Postal Operations)
ddgpo.dte@indiapost.gov.in
Ph. No.011—23096179

Appendix to RFPL: Tender Information Summary (TIS)

Disclaimer: This Limited Request for Proposal (RFP) is not an offer by Department of Posts (DoP), but an invitation to receive response from eligible IIMs for assistance in Preparation of Concept paper and Detailed paper of scheme for Digital Address Ecosystem. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by DoP with the finalised bidder. This document should be read in its entirety.

Appendix to RFPL: Tender Information Summary (TIS)

RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Eligibility to Participate

As the RFP is issued under limited tender enquiry, this invitation is open only to consultant which is an Indian Institute of Management (IIM) that consistently held the rank in the top ten (10) ranking under Management category in National Institutional Ranking Framework, issued by Ministry of Education, Government of India for the years 2022, 2023 and 2024, are specifically invited to participate. The eligible list of IIMs also includes those Institute(s) which have been consistently held the rank in the top ten (10) ranking under Management category in National Institutional Ranking Framework, issued by Ministry of Education, Government of India for the years 2022, 2023 and 2024 and have subsequently been declared as IIM under Indian Institutes of Management Act, 2017 during the years 2022, 2023 and 2024. It is not permissible for the eligible consultants to transfer this RFP to any other firm without the permission of the Procuring Entity. Proposals from consultants who have not been shortlisted shall not be entertained. <https://www.nirfindia.org/Rankings/2024/ManagementRanking.html> may be referred to.

Eligible IIMs from whom Proposals are exclusively invited		
Sr No.	Name of the IIMs	Address
1.	Indian Institute of Management Ahmedabad	Vastrapur, Ahmedabad, Gujarat Pin Code: 380 015
2.	Indian Institute of Management Bangalore	Bannerghatta Road, Bengaluru, Karnataka Pin Code: 560 076
3.	Indian Institute of Management Kozhikode	IIMK Campus P.O. Kozhikode, Kerala Pin Code: 673 570
4.	Indian Institute of Management Calcutta	Diamond Harbour Road Joka, Kolkata, West Bengal Pin Code: 700 104
5.	Indian Institute of Management Mumbai	Vihar Lake Rd, near The Residence Hotel, Powai, Mumbai, Maharashtra Pin Code: 400 087
6.	Indian Institute of Management Lucknow	Prabandh Nagar, IIM Road, Lucknow, Uttar Pradesh Pin Code: 226 013
7.	Indian Institute of Management Indore	Organization Address Prabandh Shikhar, Rau-Pithampur Road Indore, Madhya

		Pradesh Pin Code: 453 556
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Tender Information Summary (TIS)

1.0 Basic Tender Details

Tender Title/ Name of Assignment	Consultancy Services Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem		
Tender Reference Number	<i>RFP No 35- 05/2025-PO</i>	Tender ID	<i>2025_DOP_858199</i>
Tender Type	<i>RFP - Limited Tender</i>	Tender Category	<i>Services</i>
No. of Covers	<i>Two Covers</i>	Product Category	<i>Consultancy</i>
Selection Method	<i>QCBS</i>	Appointing Authority for Arbitration	<i>Secretary, Department of Posts</i>
Form of Contract	<i>Lumpsum (with payment linked with deliverables)</i>		
Organisation:	<i>Department of Posts, Ministry of Communications</i>	The Procuring Entity	<i>Postal Operations Division</i>
Authority on whose behalf RFP is invited	<i>President of India</i>	Through the	<i>Deputy Director General (Postal Operations)</i>
Tender Inviting Authority (TIA)	<i>Deputy Director General (Postal Operations)</i>	Address	<i>Room No. 525, Fifth Floor, Dak Bhawan, Department of Posts, New Delhi – 110001</i>

2.0 Critical Dates

For the schedule of dates for the Pre-proposal Conference, if any, please refer to Section 5.0 below

Published Date	30.04.2025 1700 hrs	Proposal Validity (Days from the date of Proposal Opening)	150 days
Document Download Start Date & Time	30.04.2025 1700 hrs	Document Download End Date & Time	30.05.2025 1700 hrs
Clarification Start Date & Time	30.04.2025 1700 hrs	Clarification End Date & Time	10.05.2025 1700 hrs

Proposal Submission Start Date & Time	30.04.2025 1700 hrs	Proposal Submission Closing Date & Time	30.05.2025 1700 hrs
Proposal Opening (techno-commercial Proposal) Date & Time	31.05.2025 1700 hrs		
Technical Proposal Presentation/ Customers Testimonials	04.06.2025 1700 hrs	Proposal Opening (Financial Proposal) Date & Time	29.06.2025 1700 hrs
3.0 Terms of Reference (ITC-Clause 4)			
Consignee/ State:	<i>Department of Posts, New Delhi</i>		
Period of Contract	<i>Four (4) Months</i>		
Service Details:	Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem		
4.0 Obtaining the RFP Document and clarifications (ITC-Clause 6)			
eProcurement and Procuring Entity's Portal and helpdesk	<i>https://eprocure.gov.in/e procure/app</i> www.Indiapost.gov.in	<i>0120-4001 002; 0120-4001 005; 0120-6277 787</i> <i>or support-eproc@nic.in</i>	
Cost of RFP Document (INR)	<i>Nil</i>		
Office/ Contact Person/ email for clarifications	<i>Mr. Vivek Kumar Daksh Deputy Director General (Postal Operations) Room No. 525, 5th Floor Dak Bhawan, New Delhi -110001 Tel. No. -011-23096179 e-Mail- ddgpo.dte@indiapost.gov.in.</i>		
5.0 Pre-Proposal Conference (ITC-clause 7)			
Is a Pre-Proposal Conference proposed to be held?	Yes		
Place, time, and date of the Pre-Proposal Conference	<i>Video Conferencing on 15.05.2025 1700 hrs</i>		
Date & Time before which Written queries for the Pre-Proposal conference must be received	10.05.2025 1700 hrs		

Date & Time before which registration of participants for the pre-Proposal conference must be received		11.05.2025 1700 hrs	
6.0 Preparation and Submission and Opening of Proposals (ITC-clause 8, 9 and 10)			
Proposals to be addressed to	<i>President of India, through Deputy Director General (Postal Operations), Department of Posts Room No.525, 5th floor, Dak Bhawan, Sansad Marg, New Delhi - 110001</i>		
Instructions for Online Proposal Submission	https://etenders.gov.in/e procure/app?page=HelpForContractors&service=page		
Language of Submission	<i>English</i>	Bid Validity	<i>150 days from Bid opening date</i>
Proposal Opening Place	<i>On e-procurement portal(s) mentioned above at Room No. 525, Fifth Floor, Dak Bhawan, New Delhi - 110001</i>		
7.0 Documents relating to Bid Security (ITC-clause 8(4)) and Performance Security (ITC-clause 13(b))			
Bid Security Declaration	<i>The bidder shall furnish along with its bid, a Bid Security Declaration as per the format specified under Form T-9 in this document</i>	Is Bid Security Declaration permitted in lieu of Bid Security	Yes
Performance Security	<i>The Performance Bank Guarantee will need to be submitted by the bidder IIM for an amount equivalent to 3% of total work order/ contract value which shall be valid for a period of 45 days post 6 months of completion of engagement.</i>	Performance Security to be addressed/ in favour of	<i>Deputy Director General (Postal Operations) Department of Posts Room No. 525, 5th floor, Dak Bhawan, Sansad Marg, New Delhi - 110001</i>
Form of Performance Security	<i>Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from any of the Commercial Banks, Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks</i>		

SECTION II: Instructions to Consultants (ITC)

1. The RFP Document

(1) Basic Tender Details

This 'RFP Document' Document (hereinafter referred to as 'the RFP Document') details the terms and conditions for entering a contract for delivery of the Consultancy Services (hereinafter called 'the Services') described in Section VI: "Terms of Reference". Proposals are invited exclusively from the eligible IIMs.

(2) Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), tenets of interpretation (GCC-clause 16(1)), definitions (GCC-clause 16(2)), document conventions (GCC-clause 16(3)) and abbreviations (GCC-clause 16(4)), which shall also apply to the rest of the RFP Document.

(3) Overview of Contents

(a) Unless otherwise stipulated in AITC, the Sections, Forms and Formats comprising this RFP Document are described in ITC-clauses 1(4), 1(5) and 1(6) below. Any generic reference to RFP Document shall also imply a reference to any/all the sections, forms, Formats or other files that comprise this RFP Document.

(b) Consultants must submit the Proposal in the Forms/ Formats mentioned in ITC- clauses 1(5) and 1(6) below (as relevant).

(4) Sections of the RFP Document

(a) Sections of the RFP Document

The RFP Document contains the following sections, which are described in subsequent sub-clauses:

- (i) Section I: Request for Proposal Letter (RFPL) and Appendix to RFPL: Tender Information Summary (TIS)
- (ii) Section II: Instructions to Consultants (ITC)
- (iii) Section III: Appendix to Instructions to Consultants (AITC)
- (iv) Section IV: General Conditions of Contract (GCC)
- (v) Section V: Special Conditions of Contract (SCC)
- (vi) Section VI: Terms of Reference
- (vii) Section VII: Evaluation/ Scoring Criteria

(b) Section I: Request for Proposal Letter (RFPL) and Appendix to RFPL: Tender Information Summary (TIS)

Section I – Request for Proposal Letter (RFPL) and Appendix to RFPL – Tender Information Summary (TIS) provides a synopsis of information relevant for an eligible IIM to decide on participating in the RFP. Interested eligible IIM must fill up 'Form T-8: Terms and Conditions - Compliance' regarding any proposed deviations from this Section.

(c) Section II: Instructions to Consultants (ITC) and Section III: Appendix to Instructions to Consultants (AITC)

Section II: "Instructions to Consultants" (ITC), along with **Section III:** "Appendix to Instructions to Consultants (AITC)", provides the relevant information as well as instructions to assist the Consultants in preparing their proposals. It also includes the mode and procedure adopted for receipt/ opening, evaluation of Proposals, and contract award. In case of a conflict, provisions of AITC shall prevail over those in the ITC. Any generic reference to ITC shall also imply a reference to AITC as well. Consultants must fill up 'Form T-8: Terms and Conditions - Compliance' regarding any proposed deviations from these Sections.

(d) Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and **Section V** – Special Conditions of Contract (SCC) describe the conditions governing the resulting contract. In case of a conflict, provisions of the SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITC/ AITC. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from terms and conditions in these Sections.

(e) Section VI: Terms of Reference (TOR)

Section VI: Terms of Reference describe the background, purpose/ objectives, description/ scope, deliverables/ outcomes, timelines, Procuring Entity's inputs etc. Consultants must fill up 'Form T-4: Comments and Suggestions on Terms of Reference, and Facilities to be provided by the Procuring Entity' regarding these Sections. Regarding this Section, Consultants must fill out Form T-4: Comments and Suggestions on Terms of Reference, and Inputs to be Provided by the Procuring Entity.

(f) Section VII: Evaluation/ Scoring Criteria

Evaluation/ Scoring Criteria stipulates the scoring scheme for evaluating various Technical criteria. These may cover scoring of criteria relating to the Consultant's experience, Technical Approach and Methodology, understanding of requirements, qualification and experience of Key Experts etc. It also lays down a minimum technical score to qualify for the next stage of Financial Evaluation.

(5) Forms (To be filled, digitally signed, and uploaded by Consultants)

Please refer to ITC-Clause 1(4) above to relate the following forms to the corresponding sections.

(a) Technical Proposal:

- (i) Form T-1: Proposal Form – (To serve as a covering letter to both the Techno-commercial and Financial Proposals)
- (ii) Form T-2: Consultant's Commercial Information
- (iii) Form T-3: Consultant's Organisation and Experience
- (iv) Form T-4: Comments and Suggestions on Terms of Reference, and Inputs to be Provided by the Procuring Entity
- (v) Form T-5: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- (vi) Form T-6: Work Schedule and Planning for Deliverables
- (vii) Form T-7: Assignment, and Key Experts' Inputs; and Annex to Form T-7: Key Experts' Curriculum Vitae (CV)
- (viii) Form T-8: Terms and Conditions – Compliance
- (ix) Form T-9: Bid Security Declaration
- (x) Form T-10: Checklist for Consultants.

The consultant must also upload the Checklist to confirm that he has complied with all the instructions in the RFP Document and that nothing is inadvertently left out. This checklist is only for general guidance, is not comprehensive, and does not absolve the Consultant from complying with all the requirements stipulated elsewhere in the RFP Document.

(b) Financial Proposal

The financial proposal is to be submitted in a separate file available on the eProcurement Portal.

(6) Other Formats

(a) Format 1: Contract Form (Required after Letter of Award)

- (i)** Appendix A to Format 1: Description of Services
- (ii)** Appendix B to Format 1: Key Experts
- (iii)** Appendix C to Format 1: Bank Guarantee Format for Performance Security

(b) Format 2: Authorisation to Attend Pre-Proposal Conference. (To be filled up, if required, by Consultant)

2. Procuring Entity - Rights and Disclaimers

(1) The Procuring Entity

Proposals are to be addressed to the President of India through the Deputy Director General, Postal Operations Division in the Department of Posts {headed by the Secretary (Posts)}. Deputy Director General (Postal Operations) is the Tender Inviting Authority (TIA) and designated officer for uploading and clarifying this RFP Document.

(2) Right to Intellectual Property and confidentiality:

(a) The RFP Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.

(b) However, Consultants may share these to prepare and submit their Proposals with their employees, or holding Company after obtaining an undertaking of confidentiality similar to that imposed on the Consultant.

(c) This condition shall also apply to Consultants who do not submit a Proposal after downloading it or are not awarded a contract.

(d) The obligation of the Consultants under sub-clauses above, however, shall not apply to information that:

(i) now or hereafter is or enters the public domain through no fault of Consultant;

(ii) is legally possessed by Consultant at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or

(iii) otherwise lawfully becomes available to Consultant from a third party with no obligation of confidentiality.

(e) The provisions of this clause shall survive completion or termination for whatever reason of the Procurement Process or the contract.

(3) Right to Reject any or all Proposals

The Procuring Entity reserves its right to accept or reject any or all Proposals, abandon or cancel the Procurement Process, and issue another RFP for the same or similar Services before the award of the contract. It would have no liability to the affected Consultant(s) or any obligation to inform them of the grounds for such action(s).

(4) Disclaimers

(a) Regarding the Purpose of the RFP Document

The RFP Document is neither an agreement nor an offer to the prospective Consultant(s) or any other party. The purpose of the RFP Document is to provide the Consultant(s) with information to assist them in participation in this Procurement Process.

(b) Regarding Documents/ guidelines

The RFP Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Consultants and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ manuals, including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the RFP Document, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.

(c) Regarding Information Provided

Information contained in the RFP Document or subsequently provided to the Consultant(s) is on the terms and conditions set out in the RFP Document or subject to which that was provided. Similar terms apply to information provided verbally, in the documentary, or any other form, directly or indirectly, by the Procuring Entity, or its employees.

(d) Regarding RFP Document:

(i) The RFP Document does not purport to contain all the information Consultant(s) may require. It may not address the needs of all Consultants. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the Consultant(s) is on various matters, some of which may depend upon interpreting the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity and its employees do not accept any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

(ii) The Procuring Entity and its employees make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any Consultant, on such account.

3. Consultants – Participation in this RFP process

(1) Eligibility to Participate

(a) As the RFP is issued under limited tender enquiry, this invitation is open only to consultant, which is an Indian Institute of Management (IIM) that consistently held the rank in the top ten (10) ranking under Management category in National Institutional Ranking Framework, issued by Ministry of Education, Government of India for the years 2022, 2023 and 2024, which are specifically invited to participate. The eligible list of IIMs also includes those Institute(s) which have been consistently held

the rank in the top ten (10) ranking under Management category in National Institutional Ranking Framework, issued by Ministry of Education, Government of India for the years 2022, 2023 and 2024 and have subsequently been declared as IIM under Indian Institutes of Management Act, 2017 during the years 2022, 2023 and 2024. It is not permissible for the shortlisted consultants to transfer this RFP to any other firm without the permission of the Procuring Entity. Proposals from consultants who have not been shortlisted shall not be entertained.

(b) Change in Structure or Associations:

Changes in Structure: Any change in the structure, formation, eligibility, or qualifications of a shortlisted Consultant after being shortlisted/ invited to bid before submitting Proposals shall be subject to the written approval of the Procuring Entity.

(c) Association among Shortlisted Consultants:

Association with other consultants in the form of a Joint Venture or as Sub-consultants, shall not be permitted.

(d) Participation in only one Proposal: The shortlisted Consultant shall not participate in more than one Proposal in this RFP Process. Participation in any capacity by a Consultant in more than one Proposal shall result in the disqualification of all Proposals in which it is a party.

(e) Sub-contracting: The Consultant shall not sub-contract the services to sub-consultants.

(2) Conflict of Interest

The Consultant must provide professional, objective, and impartial advice, holding the Procuring Organisation's interest paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should strictly avoid conflicts with other assignments or their corporate interests. Consultants must disclose to the Procuring Entity in Form T-1 'Proposal Form (Covering Letter)' any actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Organisation. Failure to disclose such situations shall be treated as a violation of the Code of Ethics and shall attract penalties mentioned therein. Proposals found to have a conflict of interest shall be rejected as non-responsive. Without limitation on the generality of the preceding, a Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant:

(a) Conflicting Associations:

- (i) directly or indirectly controls, is controlled by or is under common control with another Consultant; or
- (ii) receives or has received any direct or indirect subsidy/ financial stake from another Consultant; or

(iii) has the same correspondence address or same legal representative/ agent as another consultant for purposes of this proposal; or

(iv) has a relationship with another Consultant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Consultant or influence the decisions of the Procuring Entity regarding this Procurement Process; or

(b) Unfair Competitive Advantage and Conflicting Activities: had (or any of its Affiliates) been engaged by the Procuring Entity to provide services for a project, shall be disqualified from providing consulting services resulting from unfair Competitive Advantage and Conflicting Activities directly related to those services.

(c) Conflicting Assignments: would (including its Key Experts) or any of its Affiliates be or are providing consultancy services in another assignment for the same or another Procuring Entity that, by its nature, may conflict with this assignment.

(d) Commissions and Gratuities: The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

(e) Conflicting Relationships: has close business/ family relationship with a staff of the Procuring Organisation who are/ would be directly/ indirectly involved in any of the following activities:

(i) preparation of the RFP document or TOR of the Procurement Process

(ii) evaluation of Proposals or award of Contract, or

(iii) implementation/ supervision of the resulting Contract

4. The Terms of Reference (TOR) and Form of Contract

(1) Facilities to be provided by the Procuring Entity

All inputs, relevant data and information required for preparing the Consultant's Proposal shall be included in the TOR. The utilities or facilities (e.g., Rooms, Furniture, Transport, Access to IT Services etc.) shall NOT be provided by the Procuring Entity to the Consultant.

(2) Forms of Contract and Selection Method

Evaluation of Proposals and the resulting Contract shall be based on the form of Contract and the Selection method applicable for the RFP, as elaborated in ITC-Clause 11 and 12 below.

(a) Lumpsum form of Contract

It is stipulated in TIS that this is a Lumpsum form of Contract, therefore, the Payments shall be linked to outputs (deliverables).

(b) Selection Method

(i) The selection method applicable in this RFP shall be Quality and Cost Basis Selection (QCBS).

(ii) Please refer to ITC-Clause 11(4)(a)(vi) for details.

(3) Key Experts

Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for Key Expert position. Failure to comply with this requirement shall make the Proposal non-responsive.

5. Proposal Prices, Taxes and Duties

(1) Prices

(a) Competitive and Independent Prices

(i) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:

1. those prices; or
2. the intention to submit an offer; or
3. the methods or factors used to calculate the prices offered.

(ii) The prices should not be knowingly disclosed by the Consultant, directly or indirectly, to any other Consultant or competitor before the Financial Proposal opening unless otherwise required by law.

(b) Price Components

Consultant shall indicate in the Price Schedule prices/ rates against all the specified components, including the unit prices and total Proposal prices.

(c) Price Schedule

The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental works to be supplied, location of the Consultant, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, mining & forest in India.

(d) Provisions of GST

(i) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.

(ii) While quoting the basic rate, the Consultant should offset the input credit available as per the GST Act.

(iii) Please refer to ITC-Clause 5(3) for further details.

(e) Currencies of Proposal and Payment

The Consultant's currency of Proposal and payment shall be quoted entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

(f) Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

(2) Firm Price

Prices quoted by the Consultant shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

(3) Taxes

The Consultant and Experts shall be responsible for meeting all tax liabilities arising from the Contract.

(a) GST Registration Status:

(i) All the Consultants should ensure that they are GST compliant and that their quoted tax structure/ rates are as per GST Act/ Rules. Consultants should be registered under GST and furnish a GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under a specific notification/ circular/ section/ rule issued by statutory authorities.

(ii) **Exemption from Registration:** If a Consultant is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Consultant claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Consultant fulfils all conditions prescribed in notification exempting him from registration. Such Consultant/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited as per GST Act by the Procuring Entity directly to concerned authorities. The consultant should note that his offer would be loaded with the payable GST under the RCM. Further, the Consultant should notify and submit to the Procuring Entity within 15 days of becoming liable for registration under GST.

(b) HSN Code and GST Rate:

It shall be the responsibility of the Consultant to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them

(i) As per the GST Act, the Proposal and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separately from the Proposal/ contract price (exclusive of GST).

(ii) If the price is stated to be inclusive of GST, the Consultant must declare the current applicable rate included in the price. Consultants should quote 'GST' if payable extra on the total basic rate of each service and quoted GST in '%' inclusive of cess.

(4) Payments

(a) General

The terms of payment shall be linked to the deliverables of the project, and are specified in the contract form (Format 1).

(b) No Advance Payments

The Procuring Entity shall make no advance payment of any type (Mobilization, secured advances, etc.).

6. Downloading the RFP Document; Corrigenda and Clarifications

(1) Downloading the RFP Document

The RFP document can be downloaded as per the details given in RFPL clause 7(1).

(2) Corrigenda/ Addenda to RFP Document

(a) Before the deadline for submitting Proposals, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RFP Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Consultants who have downloaded the document under their login. However, the Consultants must check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP Document.

(b) To give reasonable time to the prospective Consultants to take such corrigendum/ addendum into account in preparing their Proposals, the Procuring Entity may suitably extend the deadline for the Proposal submission as necessary. After the procuring entity makes such modifications, any Consultant who has submitted his Proposal in response to the original invitation shall have the opportunity to either withdraw his Proposal or re-submit his Proposal superseding the original Proposal within the extended time of submission.

(c) The Procuring Entity may extend the deadline for the RFP submission by issuing an amendment. In this case, all rights and obligations of the Procuring Entity and the consultants previously subject to the original deadline shall then be subject to the new deadline for the RFP submission.

(3) Clarification of the RFP Document

As detailed in RFPL clause 8, a Consultant requiring any clarification regarding the RFP Document may seek clarification through the eProcurement Portal. The Procuring Entity shall respond no later than seven days before the deadline for RFP submission. The query and clarification shall be shared with all Consultants on the portal without disclosing its source. If a modification of the RFP document is warranted due to such clarification, an addendum/ corrigendum shall be issued as per ITC-Clause 6(2) above.

7. Pre-Proposal Conference

- (1) The prospective Consultants interested in participating in this tender may attend a Pre-Proposal conference to clarify the techno- commercial conditions of the RFP at the venue, date and time specified in TIS.
- (2) Participation is not mandatory: However, if a Consultant chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- (3) The date and time by which the written queries for the Pre-Proposal must reach the Tender Inviting Authority and the last date for registration for participation in the Pre-Proposal conference are also mentioned in the TIS.
- (4) Delegates participating in the Pre-Proposal conference must provide a photo identity and an authorization letter as per Format 2: "Authorization to attend a Pre-Proposal Conference" from their institute/ principals; else, they shall not be allowed to participate. The pre-Proposal conference may also be held online at the discretion of the Procuring Entity.
- (5) After the Pre-Proposal Conference, Minutes of the Pre-Proposal conference shall be published on the Procuring Entity's portal within seven days from the Pre-Proposal Conference. If required, a clarification letter and corrigendum to RFP Document shall be issued, containing amendments to various provisions of the RFP Document. As per ITC-clause 6(3) above, to give reasonable time to the prospective Consultants to consider such clarifications in preparing their Proposals, the Procuring Entity may suitably extend, as necessary, the deadline for the Proposal submission applicable thereon'.

8. Preparation of Proposals

(1) The Proposal

(a) Language of the Proposal

The Proposal submitted by the Consultant and all subsequent correspondence and

documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English (hereinafter referred to as the 'Proposal Language'). For purposes of interpretation of the Proposal, translation in the language of the Proposal shall prevail.

(b) Cost of preparation and submission of Proposals

The Consultant(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Consultant(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Consultant(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

(c) Interpretation of Provisions of the RFP Document

The RFP document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

(d) Alternate Proposals are not Allowed.

Unless otherwise stipulated in the AITC, conditional offers, alternative offers, and multiple Proposals by a Consultant shall not be considered. The Portal shall permit only one Proposal to be uploaded.

(2) Documents comprising the Proposal:

(a) Techno-commercial Proposal/ Cover

"Technical Proposal" shall include inter-alia the scanned copies of duly signed or digitally signed copies of forms as per ITC-Clause 1(5) in pdf format. *The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.*

(b) Financial Proposal/ Cover

"Financial Proposal" shall comprise the Price Schedule (Submitted separately as an excel sheet) available on the eProcurement Portal. Any additional information may be uploaded as a pdf under "Additional Documents" in the "Proposal Cover Content." It should be filled considering all financially relevant details, including Taxes and Duties, as per ITC-clause 5(3). It shall list all costs associated with the assignment, including (i) remuneration for Key Experts, (ii) reimbursable expenses in the RFP Document. *No additional technical details which have not been brought out in the Technical Proposal shall be brought out in the Financial Proposal. A Financial Proposal containing material Technical Information not disclosed in the Technical*

Proposal shall be declared non-responsive.

(3) Proposal Validity

(a) Proposals shall remain valid for a period not less than 150 days from the Proposal opening date. A Proposal valid for a shorter period shall be rejected as non-responsive.

(b) In case the day upto which the Proposals are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the Proposal validity shall automatically be deemed to be extended upto the next working day.

(c) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the Consultants to extend the validity period for a specified additional period. The request and the Consultants' responses shall be made in writing or electronically.

(i) The Consultant has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.

(ii) If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

(iii) If any Key Experts become unavailable for the extended validity period, the Consultant shall seek permission to substitute another Key Expert. The Consultant shall provide adequate written justification and evidence to the Procuring Entity with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.

(iv) If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal shall be rejected.

(4) Bid Security - Related Documents

(a) BSD as Bid Security: The Consultant shall provide a Bid Security Declaration as Form T-9.

(b) Enforcement of BSD: BSD shall be enforced from the date of such decision, if the Consultant breaches any of the following obligation(s) under the RFP:

(i) withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or

(ii) after having been notified within the period of Proposal validity of the acceptance of his Proposal by the Procuring Entity:

A. refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP

document's conditions.

B. fails or refuses to sign the contract.

(c) Expiry of BSD: Unsuccessful Consultants' BSD is permitted, it shall stand expired, not later than thirty days after the conclusion of the resultant contract. Successful Consultant's BSD shall stand expired after receipt of performance security from them.

9. Signing and Uploading Proposals

(1) Relationship between Consultant and eProcurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between the Consultant and the organisation hosting the e-procurement portal (hereinafter called the Portal). Consultants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the RFP Document, provisions of the Portal shall prevail. Consultants may study the resources provided by the Portal for Consultants.

(2) Signing of Proposal

The individual signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit Proposals on behalf of the Consultant along with Form T-1: Proposal Form (Covering Letter).

(3) Submission/ uploading of Proposals.

(a) Submission/ Uploading to the Portal

Further to details mentioned in RFPL clause 11:

(i) Proposals must be uploaded on the eProcurement Portal mentioned in the TIS until the deadline for the Proposal submission as notified therein. If the office happens to be closed on the deadline to submit the Proposal as specified above, this deadline shall not be extended. No manual Proposals shall be made available or accepted for submission. Proposals submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

(ii) In the case of downloaded documents, the Consultant must not make any changes to the contents of the documents while uploading, except for filling in the required information— otherwise, the Proposal shall be rejected as nonresponsive. Uploaded Pdf documents should not be password protected. Consultants should ensure the clarity/ legibility of the scanned documents uploaded by them.

(iii) The date and time of the e-Procurement server clock (also displayed on the dashboard of the consultants) shall be the reference time for deciding the closing time of the Proposal submission. Consultants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular consultant could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.

(iv) Only one copy of the Proposal can be uploaded, and the Consultant shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time.

(v) Unless otherwise instructed in the RFP Document, the consultant need not sign or up-load the Sections in ITC-clause 1(4) above while uploading his Proposal. However, they must declare in his Proposal Form (Form T-1: Proposal Form) that they have read, understood, complied with, and stand bound by all requirements of these sections:

(vi) Unless otherwise specified, in TIS, originals of the Bid Security instrument must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at the venue mentioned in TIS. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for such physical submission, the physical submission deadline shall stand extended to the next working day at the same time and venue.

(vii) The Procuring Entity reserves its right to call for verification, at any stage of evaluation, especially from the successful Consultant(s) before the issue of a Letter of Award (LoA), originals of uploaded scanned copies of documents (uploaded at RFP stages). If a consultant fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity (see clause 15 below). Such RFP proposals shall be liable to be rejected as non-responsive and other punitive actions for such a breach.

(viii) Regarding the protected Price Schedule, the Consultant shall only enter his name in the space provided in the specified location. Consultant shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, the Consultant may upload additional documents under "Additional Documents" in the "Proposal Cover Content."

(ix) All Proposals uploaded by the Consultant to the portal shall get automatically encrypted. The encrypted Proposal can only be decrypted/ opened by the authorised persons on or after the due date and time. The Consultant should ensure the correctness of the Proposal before uploading and take a printout of the system- generated submission summary to confirm the successful Proposal upload.

(b) Implied acceptance of procedures by Consultants

Submission of Proposal in response to the RFP Document is deemed to be acceptance of the procedures and conditions of e-Procurement and the RFP Document.

(4) Modification, Resubmission and Withdrawal of Proposals

(a) Modification & Resubmission

Once submitted in e-Procurement, the Consultant cannot view or modify his Proposal since it is locked by encryption. However, resubmission of the Proposal by the Consultants for any number of times superseding earlier Proposal(s) before the submission date and time is allowed. Resubmission of a Proposal shall require uploading all documents, including the financial Proposal, afresh. The system shall consider only the last Proposal submitted.

(b) Withdrawal

(i) The Consultant may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening.

(ii) No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If a Consultant withdraws the Proposal during this period, the Procuring Entity shall be within its right to enforce the Bid Security Declaration, in addition to other punitive actions provided in the RFP Document for such misdemeanor as per clause 8(4) above.

10. Proposal Opening

The Proposals shall be opened on or after the date & time of the opening stipulated in TIS. Proposals cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Proposal opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Proposals shall be opened at the appointed time on the next working day.

11. Evaluation of Proposals

(1) General norms

(a) Evaluation is based only on declared criteria.

(i) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Consultant in its/ his Proposal and other allied information deemed appropriate by Procuring Entity. Evaluation of Proposals shall be based only on the criteria/ conditions included in the RFP Document. The Selection Method to be used for evaluation and the Type of Contract (Price Structure) is mentioned in the TIS.

(ii) Determination will also include the experience of consultant's subsidiaries or parent entities.

(iii) Information relating to the evaluation of RFPs and evaluation results shall not be disclosed to any participant or any other persons not officially concerned with such process until the notification of shortlisting is made in accordance with clause 13(1) below.

(b) Deviations/ Reservations/ Omissions - Substantive or Minor

(i) During the evaluation of Proposals, the following definitions apply:

(A) "Deviation" is a departure from the requirements specified in the RFP Document;

(B) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and

(C) "Omission" is failing to submit part or all of the information or documentation required in the RFP Document.

(ii) A deviation/ reservation/ omission from the requirements of the RFP Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:

(A) which affects in any substantive way the scope, quality, or performance standards of the Services;

(B) which limits in any substantive way, inconsistent with the RFP Document, the Procuring Entity's rights, or the Consultant's obligations under the contract; or

(C) Whose rectification would unfairly affect the competitive position of other Consultants presenting substantively responsive Proposals.

(iii) The decision of the Procuring Entity shall be final in this regard. Proposals with substantive deviations shall be rejected as nonresponsive.

(iv) Variations, deviations, and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the RFP Document shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by the Procuring Entity, which would become part of the contract.

(v) The Procuring Entity reserves the right to accept or reject Proposals with minor deviations. Wherever necessary, the Procuring Entity shall convey its observation as per ITC-clause 11(1)(c) on such 'minor' issues to the Consultant by registered/ speed post/ electronically etc., asking Consultant to respond by a specified date. If the Consultant does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that Proposal shall be liable to be rejected as nonresponsive.

(c) Clarification of Proposals and shortfall documents

(i) During the evaluation of Techno commercial or Financial Proposals, the Procuring Entity may, at its discretion, but without any obligation to do so, ask the Consultant to clarify its Proposal by a specified date. The consultant should answer the clarification within that specified date. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Consultant. Any clarification submitted by a Consultant regarding its Proposal that is not in response to a request by the Purchasing Entity shall not be considered.

(ii) The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre- existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Consultant. There is a provision on the portal for requesting Short-fall documents from the Consultants. The system allows taking the shortfall documents from consultants only once after the technical Proposal opening.

(iii) If the consultant fails to provide satisfactory clarification and/or missing information, its RFP shall be evaluated based on available information and documents.

(d) Contacting Procuring Entity during the evaluation

From Proposal submission to awarding of the contract, no Consultant shall contact the Procuring Entity on any matter relating to the submitted Proposal. If a Consultant needs to contact the Procuring Entity for any reason relating to this tender and/ or its Proposal, it should do so only in writing or electronically. Any effort by a Consultant to influence the Procuring Entity during the processing of Proposals, evaluation, Proposal comparison or award decisions shall be construed as a violation of the Code of Integrity, and the Proposal shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the RFP Document.

(2) Evaluation of Proposals

(a) Preliminary Examination of Proposals - Determining Responsiveness

A substantively responsive Proposal is complete and conforms to the RFP Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Proposals with substantive techno-commercial deviations or other essential aspects of the RFP shall be rejected as non-responsive. Only substantively responsive Proposals shall be considered for further evaluation. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions. Unless otherwise stipulated in the AITC, the following are some of the crucial aspects for which a Proposal shall be rejected as nonresponsive:

- (i) The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RFP Document.
- (ii) Failure to provide and/ or comply with the required information, instructions etc., incorporated in the RFP Document or evasive information/ reply against any such stipulations.
- (iii) Required Bid Security Declaration has not been provided.
- (iv) Consultant no longer complies with the eligibility criteria based on which they were shortlisted for participation;
- (v) The Services offered are not eligible as per the provision of this tender.
- (vi) The consultant has quoted conditional Proposals or more than one Proposal or alternative Proposals unless permitted explicitly in the AITC.
- (vii) The Proposal validity is shorter than the required period.
- (viii) The Proposal departs from the essential requirements stipulated in the bidding document;
- (ix) The consultant has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
- (x) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
- (xi) Furnishing wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the Proposal as non-responsive, it is liable to attract other punitive actions under relevant provisions of the RFP Document for violating the Code of Integrity.

(b) The evaluation process

Unless otherwise stated, only the techno-commercial Proposals shall be opened on the stipulated date of opening of Proposals. After that, the techno-commercial evaluation shall ascertain whether these Proposals meet the requirements of the Terms of Reference, Technical Criteria and Minimum Score. Subsequent opening of financial Proposals and financial evaluation shall be done only of Proposals declared successful in techno-commercial evaluation. The evaluators of the

Technical Proposals shall have no access to the Financial Proposals until the technical evaluation results are declared and Financial proposals are opened.

(3) Techno-commercial Evaluation

(a) Evaluation of Technical Proposals/ Score

(i) Procuring Entity shall evaluate the Technical proposal and assign scores as per the scheme of criteria and sub-criteria as laid down in 'Section VII: Evaluation/ Scoring Criteria'.

(ii) If it is established that any Key Expert nominated in the Consultant's Proposal was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and shall be treated as a violation of the Code of Ethics and would be liable for penalties thereunder.

(iii) All Key Experts (including the Team Lead) must meet the minimum requirements specified in RFP. If any Key Expert fails to meet these minimum requirements, his score shall be evaluated as Nil.

(b) Evaluation of Conformity to Commercial and Other Clauses

Consultants must comply with all the Commercial and other clauses of the RFP Document as per submissions in Form T-8: 'Terms and Conditions – Compliance'. The Procuring Entity shall also evaluate the commercial conditions quoted by the Consultant to confirm that all essential terms and conditions stipulated in the RFP Document have been accepted without substantive omissions/ reservations/exceptions/ deviation by the Consultant. Deviations from or objections or reservations to critical provisions such as those concerning (but not limited to) Governing laws and Jurisdiction (GCC Clause 18), Consultant's Obligations and Restrictions of its Rights (GCC Clause 20), Performance Bond/ Security {GCC Clause 20(8)}, Force Majeure {GCC Clause 24(6)}, Taxes & Duties {GCC Clause 25(2)}, and Code of Integrity (GCC Clause 15) shall be deemed to be a substantive deviation and treated as unresponsive as stipulated in this RFP.

(c) Evaluation of Techno-commercially Suitable Consultants and Opening Financial Proposals

Each responsive Proposal shall be given a technical score applying the evaluation criteria, sub-criteria, and scoring system specified in Section VII: Evaluation/ Scoring Criteria. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated therein. Proposals that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable. The list of such techno-commercially suitable Consultants shall be declared on the Portal announcing a date/time and venue for opening their financial Proposals. The Procuring Entity shall notify all Consultants whether their proposal was found responsive/ non-responsive to the RFP and TOR and whether they met the minimum qualifying technical score. Financial proposals of successful Consultants only shall be opened online. The

financial proposals of unsuccessful Consultants shall remain encrypted and unopened.

(4) Financial Proposals Evaluation and Ranking of Proposals

(a) Financial Proposals Evaluation

(i) Financial Proposals of all Techno-commercially suitable Proposals are evaluated based on the QCBS selection method and ranked accordingly.

(ii) Unless otherwise stipulated, the evaluation of prices shall be on total outgo from the Procuring Entity's pocket, to be paid to the Consultant, including all elements of costs as per the terms of the proposed contract, duly delivered, as the case may be, including any taxes, duties, levies etc.

(iii) Evaluation of Proposals shall include and consider the following taxes/ duties, as per ITC-clause 5(3) above:

(A) in the case of Services performed in India, GST & other similar duties shall be contractually payable on the Services if a contract is awarded to the Consultant;

(B) The offers shall be evaluated based on the GST rate quoted by each Consultant, and the same shall be used for determining the inter-se ranking.

The Procuring Entity shall not be responsible for any misclassification of the HSN number or incorrect GST rate quoted by the Consultant. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and

(C) If GST is quoted extra but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

(D) If a bidder enters "zero/blank" GST or an erroneous GST, the financial evaluation will be done considering the "Zero" or quoted GST rate, as the case may be. In cases where the successful bidder quotes the wrong GST rate for releasing the order, the following methodology will be followed:

(I) If the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on the actual GST rate.

(II) If the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

(iv) Correction Errors/ adjustments:

(A) Loading for Deviations: Unless announced beforehand, the quoted price shall not be loaded based on deviations in commercial conditions. If it

is so declared, such loading of a financial Proposal shall be done as per the relevant provisions;

(B) Discrepancies between Technical and Financial Proposal:

(I) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

(II) The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

(C) Discounts and Rebates: If any Consultant offers conditional discounts/ rebates in his Proposal or suo-moto discounts and rebates after the Proposal Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Consultant gets selected as per the selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;

(v) Ambiguous Financial Proposal: If the financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as non-responsive.

(vi) Quality and Cost-Based Selection (QCBS): The total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score, as explained in the sub-clauses below, based on Section 11.4.1 sr. 10 (QCBS) of Model Tender Document issued by Ministry of Finance. The proposal obtaining the highest total combined score in evaluating quality and cost will be ranked as H-1, followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations as per ITC-Clause 12 below. If two or more bids have the same highest score in the final ranking, the bid with a higher Technical Score will be H-1.

(A) The weights given to the Technical (T) and Financial (P) Proposals are as specified below:

T (the weight given to the Technical Proposal) is 80%, and

P (the weight given to the Financial Proposal) is 20% (with T + P = 100%)

Note: All scores shall be calculated up to two decimal places only.

(B) The minimum criteria for technical qualification would be as follows:

(I) Minimum qualifying technical marks to be obtained 75 marks out of 100 marks as detailed above (pre-normalized)

(II) Financial bid shall be opened for Technically qualified bidders who score 75 marks and above (pre-normalized).

(C) The bidder with highest technical marks would be taken as the base/reference for arriving at Technical Score for each technically qualified bidder. The Technical Score for the bidder with highest Technical Marks (out of 100) would be taken as 80 and the Technical Score for other technically qualified bidders will be scaled proportionally. The following example illustrates the proposed methodology for arriving at Technical Score of the Bidders:

Proposal (Assumed)	Technical Marks	Technical Score
A	96/100	$80 \times 96/96 = 80.00$
B	90/100	$80 \times 90/96 = 75.00$

(D) Normalization of financial bid scores

The minimum quoted price among the technically qualified bids will be taken as base/reference rate for arriving at the evaluated marks for each qualified bidder. The evaluated marks for the lowest priced Bidder in Price Bid shall be 20. The following example illustrates the proposed methodology for arriving at the Financial Score of the Bidders:

Bidder	Proposal Quoted rate(assumed)	Financial Score
A	INR 12 Lakh	$20 \times 08/12 = 13.33$
B	INR 10 Lakh	$20 \times 08/10 = 16.00$
C	INR 08 Lakh	$20 \times 08/08 = 20.00$

(E) Final Score

The sum of the normalized Technical Score and the normalized Financial Score as detailed above shall be the Total score for the bidders. The bidder with the highest Total Score shall be declared H1. In case there is a tie, preference will be given to the bidder with higher Technical Score.

12. Contract Negotiation

(1) Invitation to Negotiate

The negotiations shall be held at the date and address announced after the selection of the successful Consultant with their representative(s), who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant. During the negotiations, it shall be ensured that no undue advantage accrues to the Consultant

and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the Procuring Entity and the Consultant's authorized representative.

(2) Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Consultant(s), the Procuring Entity may, at its discretion, ask the Consultant to present the originals of all such documents whose scanned copies were submitted online during shortlisting process and this RFP process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Consultant fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Code of Integrity.

(3) Availability of Key Experts:

As a pre-requisite to the negotiations, the invited Consultant shall confirm the availability of all Key Experts included in the Proposal. Failure to confirm the Key Experts' availability may result in the Consultant's Proposal being declared non-responsive and the Procuring Entity proceeding to negotiate the Contract with the next-ranked responsive Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

As per ITC-Clause 11(3)(a)(iii), Procuring Entity reserves its right to seek during negotiations the replacement of the Team Lead/ other Key Experts who score below the minimum score.

(4) Technical Negotiations

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the 'Appendix A to Format 1: Description of Services' part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract lest the quality of the final product, its price, or the initial evaluation be vitiated.

(5) Financial Negotiations

(a) The Financial negotiations include clarifying the Consultant's tax liability and how it should be reflected in the Contract.

(b) **Lump-Sum form:** The total price stated in the Financial Proposal shall not be negotiated.

(6) Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract, which shall be initiated by the Procuring Entity and the Consultant's authorized representative. If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity for the Consultant to respond. If disagreement persists, the Procuring Entity shall declare the proposal non-responsive, informing the Consultant of the reasons for doing so. The Procuring Entity shall invite the next-ranked responsive Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

13. Award of Contract

(1) Letter of Award (Acceptance - LoA) and Signing of Contract

(a) Letter of Award (LoA)

After 10 days from the conclusion of negotiations (in line with ITC-Clause 14 below), the Consultant whose Proposal has been accepted shall be notified of the award by the Procuring Entity before the expiration of the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the Consultant in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

(b) Performance Security

(i) The selected consultant shall be required to furnish a performance security equivalent to 3% of the contract value rounded off to the nearest thousand Indian Rupees, to the Procuring Entity within 7 days of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped).

(ii) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid

Security Declaration besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

(c) Signing of Contract

(i) Publication of Results: The Procuring Entity shall send to each techno-commercially suitable Consultant the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (A) the name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- (B) the contract price of the successful Proposal;
- (C) the names of all Consultants included in the short list for RFP, indicating those that submitted Proposals;
- (D) the final combined scores and the final ranking of the Consultants
- (E) The name and address of the successful Consultant(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.

(ii) After the award notification, the Procuring Entity shall share a copy of the Contract Agreement (as per Format 1: Contract Form along with sub-formats) to a successful Consultant for review. The Consultant may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of receipt. The Contract Agreement shall be executed within 21 days after the date of issue of the Letter of Acceptance and after submission and verification of the Performance Security.

(iii) If asked by the Procuring Entity, the successful Consultant shall return the original copy of the contract, duly signed, and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.

14. Grievance Redressal/ Complaint Procedure

(1) The consultant has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.

(2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.

(3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

(a) Only a Consultant who has participated in the procurement process, i.e., pre-qualification, Consultant registration or bidding, as the case may be, can make such representation.

(b) Only a directly affected Consultant can represent in this regard.

(c) If a technical Proposal has been evaluated before the opening of the financial Proposal, an application for review concerning the financial Proposal may be filed only by a Consultant whose technical Proposal is found to be acceptable.

(4) No third-party information (RFPs, evaluation results) can be sought or included in the response.

(5) The following decisions of the Procuring Entity shall not be subject to review:

(a) Determination of the need for procurement.

(b) Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition

(c) Selection of the mode of procurement or bidding system;

(d) Choice of the selection procedure.

(e) Provisions limiting the participation of Consultants in the Procurement Process, in terms of policies of the Government

(f) Provisions regarding purchase preferences to specific categories of Consultants in terms of policies of the Central Government.

(g) Cancellation of the Procurement Process except where it is intended to subsequently re-tender the same Services.

15. Code of Integrity in Public Procurement, Misdemeanors and Penalty:

Procuring authorities and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts. GCC-

clause 28 (including the penalties prescribed therein) shall be considered part of this clause of ITC (even though it is not being reproduced here for brevity) and shall apply mutatis mutandis during the pre- award Procurement Process.

Section III: Appendix to Instructions to Consultants (AITC)

RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

{{(Ref ITC-clause 1(4))}}

Note for Consultants: Following clauses (in column 1), wherever these appear in ITC, shall be taken to be negated or additional provisions be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITC and that in the AITC, the provision contained in the AITC shall prevail.

ITC- Clauses	To be read as
ITC 1: Contents of RFP	
ITC 1(3), 1(4), 1(5)	<p>The formats of the Technical Proposal to be submitted are:</p> <ul style="list-style-type: none"> a) Form T-1: Proposal Form – (To serve as a covering letter to both the Techno- commercial and Financial Proposals) b) Form T-2: Consultant’s Commercial Information c) Form T-3: Consultant’s Organisation and Experience d) Form T-4: Comments and Suggestions on Terms of Reference, and Inputs to be Provided by the Procuring Entity e) Form T-5: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference f) Form T-6: Work Schedule and Planning for Deliverables g) Form T-7: Assignment, and Key Experts’ Inputs; h) Annex to Form T-7: Key Experts’ Curriculum Vitae (CV) i) Form T-8: Terms and Conditions – Compliance j) Form T-9: Bid Security Declaration
ITC 3 Consultants - Eligibility and Preferential Policies	
ITC 3(1)	Eligible Consultants are not allowed to associate with other consultant in the form of Joint Venture or as Sub-consultants

ITC 3(1)	Participation of Key Experts in more than one Proposal is not allowed																
ITC 4 The Terms of Reference and Form of Contract																	
ITC 4(1)	The Procuring Entity shall also provide the inputs, relevant data and information for consultant's proposal																
ITC 5. Proposal Prices, Taxes and Duties																	
ITC 5(1)	Consultant should state the quoted price in Indian Rupees.																
ITC 5(2)	Prices quoted by the Consultant shall remain firm and fixed during the currency of the Contract																
ITC 5(4)	<p>Terms of Payment:</p> <p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.</p> <p>(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified herein. The Procuring Entity shall release the requisite payment as soon as the deliverables are accepted. The payments to the Consultant in respect of the services shall be linked to the deliverables of the project as indicated in the payment schedule given below:</p>																
<table border="1"> <thead> <tr> <th data-bbox="506 1405 592 1642">Sl. No.</th> <th data-bbox="592 1405 997 1642">Description of Deliverables</th> <th data-bbox="997 1405 1240 1642">Completion Target (No. of days)</th> <th data-bbox="1240 1405 1390 1642">Payment percentage</th> </tr> </thead> <tbody> <tr> <td data-bbox="506 1642 592 1757">1</td> <td data-bbox="592 1642 997 1757">Submission of draft concept paper</td> <td data-bbox="997 1642 1240 1757">T+30</td> <td data-bbox="1240 1642 1390 1757">--</td> </tr> <tr> <td data-bbox="506 1757 592 1964">2</td> <td data-bbox="592 1757 997 1964">Finalisation of final concept paper after incorporation of inputs of DoP</td> <td data-bbox="997 1757 1240 1964">T+45</td> <td data-bbox="1240 1757 1390 1964">40%</td> </tr> <tr> <td data-bbox="506 1964 592 2080">3</td> <td data-bbox="592 1964 997 2080">Submission of draft detailed paper</td> <td data-bbox="997 1964 1240 2080">T+90</td> <td data-bbox="1240 1964 1390 2080">--</td> </tr> </tbody> </table>		Sl. No.	Description of Deliverables	Completion Target (No. of days)	Payment percentage	1	Submission of draft concept paper	T+30	--	2	Finalisation of final concept paper after incorporation of inputs of DoP	T+45	40%	3	Submission of draft detailed paper	T+90	--
Sl. No.	Description of Deliverables	Completion Target (No. of days)	Payment percentage														
1	Submission of draft concept paper	T+30	--														
2	Finalisation of final concept paper after incorporation of inputs of DoP	T+45	40%														
3	Submission of draft detailed paper	T+90	--														

	<table border="1"> <tr> <td>4</td> <td>Finalisation of final detailed paper after incorporation of inputs of DoP</td> <td>T+120</td> <td>60%</td> </tr> </table> <p>Description of deliverables given above may include processes/ milestones, which may be carried out concurrently. After completion of each milestone / deliverable, the Consultant shall submit the desired report {the format of which would be decided by the procuring entity} containing tangible results vis-à-vis goals and objectives set by the Procuring entity for a particular set of deliverables. The payment to the extent indicated above for each milestone/ deliverable would be made by the Procuring Entity on the basis of acceptance of such reports by the UPMC.</p>	4	Finalisation of final detailed paper after incorporation of inputs of DoP	T+120	60%
4	Finalisation of final detailed paper after incorporation of inputs of DoP	T+120	60%		
ITC 5(4)(b)	<i>Advance Payments are not applicable.</i>				
ITC 6 to 10 Downloading, Preparation, Submission and Opening of Proposals					
ITC 8(1)(a)	<i>The language of the proposal and any other related correspondence shall be English.</i>				
ITC 11 to 13 Evaluation of Proposals, Contract Negotiation and Award of Contract					
ITC 11(2)(a)	<i>Proposal should be complete and conforms to the RFP's Document's essential terms, conditions and requirements without substantive deviations, reservation or omission.</i>				
ITC 11(4)	<p><i>In deciding the final selection of the consultant,</i></p> <p><i>a) The technical proposal will be given a weightage of 80% on the basis of criteria for evaluation.</i></p> <p><i>b) The financial proposal shall be allocated a weightage of 20%.</i></p>				
ITC 13(1)(b)	<i>Performance Security @ 3% of Contract value to be submitted within 7 days of Letter of Award (LoA) or contract, as applicable.</i>				

Section IV: General Conditions of Contract (GCC)

16. General

(1) Tenets of Interpretation:

Unless where the context requires otherwise, throughout the contract:

- (a) The headings of these conditions shall not affect the interpretation or construction thereof.
- (b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (c) Words in the singular include the plural and vice-versa.
- (d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
- (e) Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (f) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.
- (g) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.

(2) Definitions:

In the contract, unless the context otherwise requires:

- (a) **"Allied Firm"** are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five per cent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms;
- (b) **"Commercial Bank"** means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;
- (c) **"Contract"** (including the terms 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'Rate Contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Consultant the acceptance of his Proposal) or

'Agreement' or a 'repeat order' accepted/ acted upon by the Consultant in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the Consultant on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

(d) "Consultant" (as a contract holder - including the terms 'Supplier' or 'Service Provider' or 'Contractor' or 'Firm' or 'Vendor' or 'Successful Consultant' in specific contexts) means the eligible Indian Institute of Managements participating in a Procurement Process.

(e) "Contract Manager" means (as distinct from Team Lead of the Consultant) the Procurement Officer or any other officer who has been assigned the authority to interact on day to day basis with the Consultant and to take all actions on behalf of the Procuring Entity during the execution of the contract by the Consultant;

(f) "Day", "Month", and "Year" shall mean respectively calendar day, month or year (unless reference to financial year is apparent from the context);

(g) "Effective Date" means the date on which this Contract comes into force and effect as per the Contract;

(h) "Government" means the Central Government;

(i) "Intellectual Property Rights" (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);

(j) "Joint Venture (JV or JV/C)" means an association or a Consortium with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.;

(k) "Key Expert(s)" means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant's proposal;

(l) "Parties": The parties to the contract are the "Consultant" and the "Procuring Entity", as defined in GCC clause 17(4);

(m) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Consultant or Contractor in the form prescribed for the due performance of the contract;

(n) "Procurement" (in the context of Public/ Government 'procurement' or

'Purchase', or 'Acquisition' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) by a Procuring Entity, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;

(o) "Procuring Entity" means the entity in The Procuring Organization procuring Services;

(p) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;

(q) "Procurement Process" (or "Tender"; "RFP"; "Tender Enquiry" in specific contexts): 'Procurement Process' is the whole process from the publishing of the RFP Document to the resultant award of the contract. 'RFP Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite Proposals in a Procurement Process. The RFP Document and Procurement Process may be generically and interchangeably referred to as "Bid Document", "Tender" or "Tender Enquiry," which would be clear from context without ambiguity;

(r) "Proposal" (including the term 'tender', 'offer', 'quotation' or 'bid' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;

(s) "Services" means the activities to be performed by the Consultant under this Contract, as described in Appendix A to Format 1 thereto;

(t) "Similar Assignments" means formulation of concept paper, detailed report on the schemes of Ministries and Departments of Central Government.

(u) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (amended from time to time). It also includes stamped, except in the case of a Letter of Award or amendment thereof;

(v) "Variation" means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed;

(w) "Project Monitoring Committee (PMC)" means the Committee who will supervise or monitor the overall functioning of the Consultant and will take all decisions related to the consultancy contract i.e. approval of deliverable reports, approval of change of Key experts, etc.

(3) Document Conventions:

All words and phrases defined in GCC-clause 16(2) are written as 'Capitalised words' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia

'Services' shall indicate the definition given in the GCC, while 'services' shall have the usual dictionary meaning.

(4) Abbreviations:

Abbreviation	Definition
AITC	Appendix to Instructions to Consultants
CV	Curriculum Vitae
BSD	Declaration to be furnished by a Consultant along with its proposal
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
HSN	Harmonized System of Nomenclature
IPR	Intellectual Property Rights
ITC	Instructions to Consultants
JV/C	Joint Venture/ Consortium
LoA	Letter of Award (Acceptance)
QCBS	Quality and Cost-Based Selection
RFP	Request for Proposal
RFPL	Request for Proposal Letter
SCC	Special Conditions of Contract
TIA	Tender Inviting Authority
TIS	Tender Information Summary
TOR	Terms of Reference

17. The Contract

(1) Language of Contract

The contract and all subsequent correspondence documents, during its execution, between the consultant and the Procuring Entity shall be written in English (hereinafter called the contract's language).

(2) The Entire Agreement

This Contract and its documents {referred to in GCC-clause 17(5) below} constitute the entire agreement between the Procuring Entity and the Consultant and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

(3) Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

(4) Relationship between Parties

(a) The parties to the contract are the Consultant and the Procuring Entity, as nominated in the contract.

(b) Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, is legally the main principal/ master of the Key Experts, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

(c) Authorised Representative: Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the contract.

(d) Good Faith: The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Procuring Entity and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

(5) Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

(a) Valid and authorized Amendments issued to the contract;

(b) The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the appendices annexed to it and signatures of Procuring Entity, set forth immediately before the GCC;

(c) Appendix A to Format 1: Terms of Reference;

(d) Appendix B to Format 1: Key Experts;

(e) the Letter of Award (LoA), if issued;

(f) the SCC;

(g) the GCC;

(h) the Consultant's Proposal; and

(i) any other document listed in the contract as forming part of this Contract.

(6) Modifications/ Amendments, Waivers and Forbearances

(a) Modifications/ Amendments of Contract

(i) After the contract documents have been signed, no modified provisions shall be applicable unless the Procuring Entity suo-moto or, on request from the Consultant, by written order, amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Consultant to the Procuring Entity.

(ii) If the Consultant does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Consultant has consented to the amendment.

(iii) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

(b) Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

(i) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such a waiver and must specify the terms under which the waiver is being granted.

(ii) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

18. Governing Laws and Jurisdiction

(1) Governing Laws and Jurisdiction

(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, the place of performance or the place of

payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract agreement, in the absence of LoA) has been issued. Unless otherwise specified in the Contract, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

(2) Changes in Laws and Regulation

Unless otherwise stipulated in the contract, if after the deadline for the Proposal 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 as per GCC clause 17(6), by agreement between the Parties hereto, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the applicable price adjustment provisions.

19. Communications

(1) Communications

(a) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

(b) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

(c) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.

(d) Such communications would be an instruction, a notification, an acceptance, a certificate from the Procuring Entity, or a submission or a notification from the Consultant. A notification or certificate required under the contract must be communicated separately from other communications.

(2) Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

(a) On behalf of the Consultant: The person who has signed the contract on behalf of the Consultant shall sign all correspondences. A person signing communication

in respect of the contract or purported to be on behalf of the Consultant, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Consultant. If it is discovered at any time that the person so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Consultant liable to the Procuring Entity for all costs and damages arising from such misdemeanours.

(b) On behalf of the Procuring Entity: Unless otherwise stipulated in the contract, the authority signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

(3) Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:

(a) The Consultant's address as mentioned in the contract, unless the Consultant has notified change by a separate communication containing no other topic to the Procuring Entity. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

(b) The Procuring Entity's address shall be the one mentioned in the contract. The Consultant shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.

(c) In case of communications from the Consultant, copies of communications shall be marked to the Tender Inviting Authority and the Procuring Entity's officer signing the contract and as relevant to the Paying Authorities mentioned in the contract. Unless specified before the contract's start, the Procuring Entity and the Consultant shall notify each other if additional copies of communications are to be addressed to additional addresses.

20. Consultant's Obligations and restrictions on its Rights

(1) Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Consultant must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

(2) Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RFP process. The Consultant is contractually bound to maintain compliance with all such criteria till the last date of submission of proposal. Any change

which would vitiate the basis on which the Consultant was shortlisted or awarded the contract should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Consultant's knowledge.

(3) Restriction on Potential Conflict of Interests

(a) Neither the Consultant nor the employees shall engage, either directly or indirectly, in any of the following activities:

(i) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.

(ii) After this Contract's termination, such other activities as may be stipulated in the contract.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity.

(c) The payment of the Consultant {according to GCC Clause 25(3)} shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that the Key Experts shall not receive any additional payment.

(d) The Consultant has an obligation and shall ensure that its Key Experts shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of the Contract.

(4) Consequences of breach by Constituents of a Consultant

Should the Consultant or any of their employees commit a default or breach of GCC clause 20(1) to 20(7), the Consultant shall remedy such breaches within 21 days, keeping the Procuring Entity informed. Procuring Entity may call upon the Team Lead to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 20(1) to 20(7) or on any question whether the Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.

(5) Assignment and Sub-contracting

Further assignment or sub-contracting or joint venture for the work associated or mentioned in the RFP, after or before the award of contract, is strictly prohibited.

(6) Obligation to Indemnify Procuring Entity

(a) For breach of IPR Rights

(i) The Consultant shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

(A) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of the Procuring Entity.

(B) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by Consultant, and

(C) The delivery of the Services by the Consultant or the use of the Services at the Procuring Entity's Site

(ii) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.

(iii) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly notify the Consultant. At its own expense and in the Procuring Entity's name, the Consultant may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

(iv) If the Consultant fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the Consultant.

(v) At the Consultant's request, the Procuring Entity shall afford all available

assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses.

(b) For Losses and Damages Caused by Consultant

(i) The Consultant shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the Consultant, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Consultant shall make good at his own expense all resulting losses and/ or damages to:

(A) the Services themselves or

(B) any other property of the Procuring Entity or c) the lives, persons, or property of others

(ii) In case the Procuring Entity is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the Consultant. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

(iii) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Consultant.

(7) Confidentiality, Secrecy and Intellectual Property Rights (IPR)

(a) Intellectual Property Rights

All deliverables, outputs, reports, and other documents submitted by the Consultant under this Contract shall become and remain the property of the Procuring Entity and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written

consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use it for commercial purposes.

(b) Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the Consultant in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall, without the prior written consent of Procuring Entity neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the Consultant's performance and obligations under this contract.

(c) Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Consultant shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act, 1923 and any regulations framed thereunder.

(d) Restrictions on the Use of Information

(i) Without the Procuring Entity's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract.

(ii) The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the Consultant in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the Consultant may furnish to its holding company such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the Consultant shall obtain from such holding company/ Sub-consultant(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Consultant under the above clauses.

(iv) The obligation of the Consultant under sub-clauses above, however, shall

not apply to information that:

(A) the Consultant needs to share with the institution(s) participating in the financing of the contract;

(B) now or hereafter is or enters the public domain through no fault of Consultant;

(C) can be proven to have been possessed by the Consultant at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or

(D) otherwise lawfully becomes available to the Consultant from a third party with no obligation of confidentiality.

(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Consultant before the contract date in respect of the contract, the RFP Document, or any part thereof.

(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

(e) Protection and Security of Personal Data

(i) Where the Consultant is processing Personal Data for the Procuring Entity (as part of Services), the Consultant shall:

(A) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;

(B) Comply with all applicable laws;

(C) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body;

(D) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

(E) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;

(F) Obtain prior written consent from the Tender Inviting Authority to transfer the Personal Data to any Sub-consultant for the provision of the Services;

(G) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.

(H) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.

(I) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.

(J) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;

(ii) Notify the Procuring Entity (within five Working Days) if it receives:

(A) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or

(B) a complaint or request relating to the Procuring Entity's obligations under the law;

(iii) The provision of this clause shall apply during the contract period and indefinitely after its expiry.

(8) Performance Bond/Security

(a) Within Seven days after the issue of the Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the Consultant shall furnish to the Procuring Entity performance security @ 3% of the contract Price, valid up to sixty days (or any other period mentioned in RFP Document or Contract) after the date of completion of all contractual obligations by the Consultant.

(b) The amount of Performance security @ 3% of the contract Price shall be denominated in Indian Rupees and shall be in one of the following forms:

(i) Unless otherwise stipulated in the RFP Document or the Contract, Insurance Surety Bonds, Account Payee Demand Draft or Fixed Deposit Receipt from any commercial bank in India, or

(ii) Bank Guarantee (including an e-Bank Guarantee) issued by a commercial bank in India, in the prescribed form provided in Appendix C to Format 1: Contract Form.

(c) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

(d) If the Consultant fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for the Procuring Entity at its discretion.

(i) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default, including termination of the Contract for Default, or

(ii) without terminating the Contract, recover from the Consultant the amount of such security deposit by deducting the amount from the pending bills of the Consultant under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise, howsoever as per GCC-clause 25(4).

(e) If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.

(f) The Procuring Entity shall be entitled, and it shall be lawful on his part,

(i) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

(A) Any default, failure, or neglect on the part of the Consultant in the fulfilment or performance in all respect of this contract or any other contract with the Procuring Organisation or any part thereof

(B) for any loss or damage recoverable from the Consultant which the Procuring Entity may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect

(ii) and in either of the events aforesaid to call upon the Consultant to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.

(g) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the Consultant on completing all contractual obligations. Alternatively, upon the Consultant submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.

(h) No claim shall lie against the Procuring Entity regarding interest on cash deposits, Government Securities, or depreciation thereof.

(9) Permits, Approvals and Licenses

Whenever the Services and incidental Works delivery requires the Consultant to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Consultant's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the Consultant, the Procuring Entity shall make its best effort to assist the Consultant in complying with such requirements in a timely and expeditious manner without diluting the Consultant's responsibility in this regard.

(10) Legal Compliance

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Key Experts and employee(s) comply with the Applicable Law.

(11) Custody and Return of the Procuring Entity's Assets loaned to Consultant

(a) The consultant shall sign accountable receipts for all documents and materials or other assets/ properties made over to them by the Contract Manager on behalf of the Procuring Entity. All such assets shall be deemed in good condition when received by the Consultant unless he has notified the Procuring Entity to the contrary within twenty-four hours of receipt. Otherwise, he shall be deemed to have waived the right to do so at any subsequent stage.

(b) These assets shall remain the property of the Procuring Entity, and the Consultant shall take all reasonable care of all such assets. The Consultant shall be responsible for all damage or loss from whatever cause while assets are possessed or controlled by the Consultant, staff, workmen, or agents.

(c) Where the Consultant insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Consultant's liability as aforesaid.

(d) The Consultant shall return all such assets in good order and repair, reasonable wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

21. Procuring Entity's Obligations

(1) Assistance by the Procuring Entity

Unless otherwise specified in the Contract, the Procuring Entity shall use its best efforts

to issue instructions and information to its officials, to provide to the Consultant any other assistance regarding policy and technical documents as specified in the Contract.

(2) Facilities to be provided by the Procuring Entity

The requisite work is to be performed by the consultant from its own organization. No any kind of physical asset except the appropriate necessary information or documents, shall be provided by the Procuring Entity.

(3) Payment Obligation

Considering the Services performed by the Consultant under this Contract, the Procuring Entity shall pay the Consultant for the deliverables as specified in GCC clause 25 and in such manner as is provided in the Contract.

22. Scope of Services and Performance Standards

(1) Scope of Services

(a) Services: This contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in Appendix A to Format 1: 'Description of Services' during the contract period specified therein.

(b) Incidental Services: If so stipulated, the Consultant shall be required to perform/ deliver specified incidental other Services as an integral part of the Services in the contract.

(c) Location: The Consultant shall perform at the location as specified in GCC clause 23(1).

(d) Reporting Requirements: The Consultant shall deliver to the Procuring Entity the deliverables, specified in Appendix A to Format 1: 'Description of Services', in the form, in the numbers and within the periods outlined in the said Appendix, besides progress reports as per GCC Clause 24(3).

(e) Standard Performance:

(i) The Consultant shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

(ii) Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.

(iii) Defects in Services: The Procuring Entity shall promptly notify the

Consultant of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Consultant has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity may suspend payments as per GCC clause 25(6).

23. Deployment of Resources

(1) Site of Work

(a) Site of Service Delivery: The consultant shall do his work from his organization.

(b) The Procurement Entity may call upon the team lead for physical meeting in Delhi for the occasions not more than 5 times in connection with Consultant's performance for the deliverable.

(2) General Requirements

(a) Restrictions: The Consultant shall not engage any employee or associate who is a retired Government employee. If the Consultant is found to have contravened this provision, it shall constitute a breach of contract, and Procuring Entity shall be entitled to terminate the contract and/ or avail any or all the remedies thereunder.

(b) Key Experts: The Consultant shall employ and provide qualified and experienced Key Experts as required to carry out the Services.

(c) The titles, job descriptions, minimum qualifications, and estimated periods of engagement of Key experts in carrying out the Services are described in TOR clause 35 and 36.

(d) Any leave-taking by Key Experts shall be subject to the prior approval by the Consultant, who shall ensure that absence for leave purposes shall not delay the progress and (or) impact adequate supervision of the Services. If Key Experts are not deployed for significant periods, affecting the progress and quality of the assignment, payments may be suspended as per GCC clause 25(6).

(e) Substitution of Key Experts: Unless the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding this provision, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the Contract (or 30%, if not specified) of total key experts.

24. Delivery of Services and delays

(1) Works Plan

(a) Before the commencement of the Services, the Consultant shall submit for approval of the Tender Inviting Authority a Works plan showing the Methods, schedule of delivery of services, and deployment plans for Personnel, Equipment and Materials for the execution of the services. The Services shall be carried out and monitored as per the approved Program as updated.

(b) The TIA shall direct the order in which the several components of the Services shall be provided, and the Consultant shall execute all orders the TIA gives from time to time without delay. Still, the Consultant shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

(2) Commencement of Services

(a) Effective Date of Contract: Consultant shall commence the Services from the effective date of contract i.e. date of signing of Contract, without any delay. All dates of delivery shall be counted from effective date of contract.

(b) The Consultant must meet the following conditions from the effective date of contract:

(i) As required by the Contract, all key experts needed at the beginning of the assignment are effectively participating;

(ii) That upon provision of Bank Guarantees are implemented;

(iii) That the Procuring Entity has provided facilities (including Data, Documents and Background Information) as per the Contract;

(iv) that all parties involved in the assignment (users, security team, and other relevant departments of the Procuring Entity and other third-party stakeholders) have been informed by the Procuring Entity; and

(v) that all permits, licences, and authorisations have been obtained.

(3) Contract Management

(a) Consultancy Management Teams

The Procuring Entity shall nominate a Project Monitoring Committee and the Consultant shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the Procuring Entity's objectives of the Contract.

(b) Review of Phases and Milestones

The Contract Manager and Consultant/ Team Lead shall hold progress meetings at

regular intervals comprises of:

(i) Kick-off Meeting: The Contract Manager and the Consultant/ Team Lead shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalised.

(ii) Periodic Reviews: Unless otherwise decided by the Contract Manager, periodic review meetings on weekly basis, shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.

(4) Delivery of services and Time of Delivery

(a) Delivery of Services:

The Consultant shall submit deliverables as per the approved work plan in the manner specified in the Contract.

(b) Time of Delivery of Services is of Essence of the Contract:

(i) The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole, the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Appendix A to Format 1: 'Description of Services'.

(ii) If at any time during the currency of the contract, the Consultant encounters conditions hindering the timely performance of services; the Consultant shall promptly inform the Procuring Entity in writing about the same and its likely duration.

(iii) He may request to the Procuring Entity for an extension of the delivery schedule not less than one month before the expiry of the date fixed for completion of the services. Procuring Entity may agree to extend the completion schedule, by issuing an amendment to the contract in terms of the following clauses.

(5) Extension for timeline

The procuring Entity shall extend the timeline of the submission of the deliverables based on the request of the consultant.

(6) Force Majeure

(a) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes,

lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Consultant shall continue to perform its obligations under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.

(b) Notwithstanding the remedial provisions contained in GCC-clause 27, none of the Party shall seek any such remedies or damages for the other Party's delay and/or failure in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

25. Prices and Payments

(1) Prices

(a) Contract Price

(i) The Contract price is outlined in the Contract and the total payments under this Contract shall not exceed this Contract price.

(ii) Any change to the Contract price specified above can be only made if the Parties have agreed to the revised scope of Services under GCC clause 17(6) and have amended the Terms of Reference in Appendix A to Format 1 in writing.

(b) Firm Prices

Unless otherwise stipulated in the contract, payment under the Contract shall be fixed and firm.

(2) Taxes and Duties

(a) The Consultant shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the Contract.

(b) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, Labour Cess, Royalty etc.

(c) Payment of GST Tax under the contract:

(i) The payment of GST and GST Cess to the Consultant shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate duly supported with documentary evidence as per the provision of the relevant GST Act and the Rules made there under. The delivery of Services shall be shown as being made in the name, location/ state, and GSTIN of the beneficiary of the Services only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

(ii) Provision w.r.t. e-Invoicing requirement as per GST laws: Consultant who is required to comply with the requirements of E-invoice as per the GST Law, all payments shall be made against proper e-invoice(s) only. Invoices issued in violation shall not be processed for payment, as Procuring Entity shall not be allowed to avail of Input Tax Credit (ITC) against such invoices.

(iii) Returns and details required to be filled under GST laws & rules regarding invoices (or e-invoices) should be filed promptly by the Consultant. If input tax credit (ITC) is not available to Procuring Entity for any reason attributable to the Consultant, then Procuring Entity shall not be liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff/ recover such GST amounts (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Consultant under this contract or under any other contract.

(iv) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the Consultant shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Consultant) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the Consultant. The Consultant shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.

(v) All necessary adjustment vouchers, such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract, shall be submitted to the Procuring Entity in compliance with GST provisions.

(vi) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

(A) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of the HSN number or incorrect GST rate incorporated in the contract due to the Consultant's fault. Wherever the Consultant invoices

the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

(B) However, the Procuring Entity shall not be responsible for the Consultant's tax payment or duty under a misapprehension of the law.

(C) The consultant is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

(D) In case of profiteering by the Consultant relating to GST tax, the Consultant shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

(vii) The Consultant should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices as per Contractual terms and GST Provisions.

(d) Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the Consultant. The benefit of any reduction in the GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates occurs after the last proposal submission date.

(3) Terms and Mode of Payment

(a) The payments in respect of the Services shall be made as follows:

(i) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.

(ii) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified herein. The Procuring entity shall release the requisite payment as soon as the deliverables are accepted. The payments to the Consultant in respect of the services shall be linked to the deliverables of the project as indicated in the payment schedule given below:

Sl. No.	Description of Deliverables	Completion Target (No. of day)	Payment percentage
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1	Submission of draft concept paper	T+30	--
2	Finalisation of final concept paper after incorporation of inputs of DoP	T+45	40%
2	Submission of draft detailed paper	T+90	--
3	Finalisation of final detailed paper after incorporation of inputs of DoP	T+120	60%

Note 1: The payment shall be made after review of the corresponding deliverable and thereupon recommendations of Project Monitoring Committee (PMC).

Note 2: Description of deliverables given above may include processes / milestones, which may be carried out concurrently.

(b) The payments shall be made as per Procuring Entity's payment procedures. Unless otherwise stipulated in the contract, payments above INR 5,000 (or any other specified threshold) to Consultants shall only be made through EFT (Electronic Funds Transfer). The Consultant shall consent in a mandate form for receipt of payment through NEFT (National Electronic Fund Transfer). In case of non-payment through EFT or where the EFT facility is unavailable, payment may be released through cheque.

(c) Payments shall only be made in Indian Rupees.

(d) The Consultant shall send its claim for payment in writing as per GST-compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.

(e) While claiming payment, the Consultant is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the Consultant's obligations for claiming that payment has been fulfilled as required.

(4) Withholding and lien in respect of sums claimed:

(a) Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from –

(i) any security or retention money deposited by the Consultant.

(ii) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the Consultant.

(b) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clauses 26 and (or) 27. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.

(c) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Procuring Entity or Government.

(5) Payments to Consultant

(a) General

(i) All payments under this Contract shall be made to the Consultant's accounts specified in the contract.

(ii) Currency of Payment: Payment shall be made in Indian Rupees (INR).

(iii) Invoices: As soon as practicable and not later than fifteen (15) days after the milestone is completed as stipulated in the Contract in this regard, the Consultant shall submit the invoice, in duplicate, to the Procuring Entity.

(iv) The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Entity of such invoices.

(v) Except for the final payment under GCC clause 25(5)(c), payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.

(vi) Payments shall be made on completion of stipulated milestones or on completion of entire Services, as stipulated in the contract. Payments under this Contract shall not exceed the ceilings specified in the contract. For any payments above such ceiling amount, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that permits such amendment.

(b) Advance Payments

The Procuring Entity shall make no advance payment of any type (Mobilization, secured advances, etc.) to the consultant.

(c) Final Payment

The final payment under this clause shall only be made after the final report/ deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. Completion certificate/ Final payment shall be made only after ensuring that all facilities/ documents/ sites have been returned to the Procuring Entity as per GCC clause 20(11). The Services shall be deemed completed and finally accepted by the Procuring Entity.

(i) The Consultant shall submit a final bill on the Contract Manager's acceptance certificate of final deliverables. The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant:

(A) necessary adjustment for any payments already made or retained

(B) any deduction which may be made under the contract,

(C) A complete account of all claims the Consultant may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct,

(ii) The final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.

(iii) Any amount that the Procuring Entity has paid or has caused to be paid under this clause more than the amounts payable under the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.

(d) No Claim Certificate and Release of Contract Securities

The Consultant shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally accepted and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Procuring Entity under or

arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the Consultant, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration.

(e) Post Payment Audit

Notwithstanding the issue of the Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the Consultant is discovered due to such examination, the Procuring Entity shall claim such amount from the Consultant.

(f) Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the consultant under the contract, shall be signed by a person authorized to do so by the Consultant {or otherwise as per GCC-clause 19(2)}, to be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby.

(6) Suspension of Payments

The Procuring Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

(7) Payment Against Time-Barred Claims

In accordance with the Limitation Act 1963, all claims against the Procuring Entity shall be legally time-barred after three years calculated from when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful to reject such claims.

26. Resolution of Disputes

(1) Disputes

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any

matter in question, or any other account whatsoever, but excluding the Excepted Matters {detailed in sub-clause (2) below}; arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the Consultant, shall be hereinafter called the “Dispute”. The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims citing the relevant Contractual clause to the designated authority requesting invoking the **Arbitration dispute resolution mechanism**. Before any recourse to courts, the dispute shall be resolved through **Arbitration dispute resolution mechanism** detailed subsequently.

(2) Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable/arbitrable), and decisions of the Procuring Entity, thereon, shall be final and binding on the Consultant. The ‘excepted matters’ shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but are not limited to:

(a) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

(b) Issues related to the pre-award Procurement Process or conditions

(c) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the Consultant.

(3) Arbitration Agreement

(a) This Agreement

(i) This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 150 days afterwards.

(ii) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

(b) Notice for Arbitration

(i) Authority to Appoint Arbitrator(s): For this Arbitration Agreement, 'The Appointing Authority' to appoint the arbitrator shall be Secretary, Department of Posts and includes if there be no such authority, the officer who is for the time being discharging the functions of that Secretary, DoP, whether in addition to other functions or otherwise.

(ii) In the event of any dispute as per GCC-clause 26(1) above, any party to the contract, after 30 days but within 150 days of 'Notice of Dispute' {clause 26(1) above} shall request the other party through a "Notice for Arbitration" in writing that the dispute or difference be referred to arbitration.

(iii) The "Notice for arbitration" shall specify the matters in question or the subject of the dispute or difference, indicating the relevant contractual clause and the amount of claim item-wise.

(c) Reference to Arbitration

After appointing Arbitrator(s), the Secretary, DoP shall refer the dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, with counter-claims or set off. Other matters shall be beyond the jurisdiction of the Arbitrator(s)

(d) Appointment of Arbitrator

(i) Qualification of Arbitrators:

(A) In the case of retired officers of the Procuring organisation, they shall have retired not below the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration.

(B) They shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of their duties as an officer of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had, in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

(C) An Arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed.

(D) Not be other than the person appointed by The Secretary, DoP, and if for

any reason that is not possible, the matter shall not be referred to arbitration.

(ii) Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of Secretary, DoP fails to act without undue delay, the Secretary, DoP shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

(iii) Appointment of Arbitrator:

(A) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of the sole Arbitrator. For this purpose, The Appointing Authority shall send to the Consultant, within 60 days from receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers duly indicating their retirement dates.

(B) The Consultant shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Consultant's nominees.

(e) Failure to appoint Arbitrators

If the Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then the appointment of the Arbitrator may be sought under the relevant provision of the Arbitration and Conciliation Act 1996, as amended.

(f) The Arbitral Procedure

(i) Effective Date of Entering Reference: The arbitral tribunal shall be deemed to have entered the reference on the date the arbitrator(s) received notice of their appointment. All subsequent time limits shall be counted from such date.

(ii) Seat and Venue of Arbitration: The seat of arbitration shall be where the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in section 20 of The Arbitration and Conciliation Act, 1996, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without affecting the legal jurisdictional issues linked to the seat of the arbitration.

(iii) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such a reference to Arbitration, the Arbitrator should ask the aggrieved party to approach the designated authority for such mechanisms before the Arbitration proceedings are started.

(iv) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.

(v) On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.

(vi) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal due to the delay in making it. Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.

(vi) Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal daily, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.

(vii) Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months under exceptional circumstances where all parties consent to such an extension. The court's approval shall require further extension if the award is not made out within an extended period. When an application for an extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

(viii) Fast Track Procedure: The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of fast-track arbitration are:

(A) The dispute is to be decided based on written pleadings only.

(B) Arbitral Tribunal shall have the power to call for clarifications and the necessary written pleadings.

(C) An oral hearing may only be held if all the parties request or the arbitral

tribunal considers it necessary.

(D) The parties are free to decide the fees of the arbitrator(s) for a fast-track procedure.

(ix) Powers of Arbitral Tribunal to grant Interim Relief: The parties to arbitration may approach the arbitral tribunal to seek interim relief on the grounds available under section 9 of the Arbitration and Conciliation Act, 1996. The tribunal has the powers of a court while making interim awards in the proceedings before it.

(x) Confidentiality: As provided in Section 42A of the Arbitration and Conciliation Act, 1996, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.

(xi) Obligation During Pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

(g) The Arbitral Award

(i) The arbitral award shall state item-wise the sum and reasons it is based. The analysis and reasons shall be detailed enough to infer the award.

(ii) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of the Arbitration and Conciliation Act, 1996.

(iii) The arbitrator's award shall be final and binding on the parties to this Contract.

(iv) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.

(v) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award for claims presented in the arbitral proceedings but omitted from the arbitral award.

(h) Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of the Arbitration and Conciliation Act, 1996.

(i) Cost of Arbitration and fees of the Arbitrator(s)

(i) The concerned parties shall bear the arbitration cost as per section 31 (A) of the Arbitration and Conciliation Act, 1996. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, 1996, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

(ii) The arbitrator shall be entitled to a 50 per cent extra fee if the award is made within 6 months as per provisions in section 29(A) (2) of the Arbitration and Conciliation Act, 1996. The Arbitrator shall also be entitled to this extra fee in cases where the Fast Track Procedure in section 29 (B) of the Arbitration and Conciliation Act, 1996 is followed.

27. Defaults, Breaches, Termination, and closure of Contract

(1) Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

In case the Consultant undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

(i) Default in Performance and Obligations: if the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

(ii) Insolvency: If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any

assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Indian Partnership Act, 1932 or

(iii) Liquidation: if the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

(b) Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Consultant, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Consultant would be suspended as per GCC clause 25(6) above to safeguard needed recoveries due to invoking contractual remedies.

(c) Remedies for Breaches/ Default

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the Procuring Entity, if so decided, shall

(i) take one; or more of the following contractual remedies.

(A) Temporarily withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete.

(B) Encash and/ or Forfeit performance securities.

(C) Prefer claims against the insurance, if any.

(D) Terminate the Contract for default, fully or partially, including its right for Risk- and-Cost Procurement as per the following sub-clause.

(E) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.

(ii) By written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant.

(A) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the Procuring Entity after that.

(B) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.

(C) All Defect Liability obligations, if any, shall survive despite the termination.

(iii) Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such risk and cost procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Consultant of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not, the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

(d) Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.

(2) Termination for Default/ Convenience of Procuring Entity or Frustration of Contract

(a) Notice for Determination of Contract

(i) The Procuring Entity reserves the right to terminate the contract, in whole or in part, for its (the Procuring Entity's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the contract. The notice shall specify that the termination is for the Procuring Entity's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the contract is terminated, and the date from which such termination shall become effective.

(ii) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

(iii) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.

(iv) All Defect Liability obligations, if any, shall survive despite the termination.

(v) The Services that can be delivered or performed within thirty days after the

Consultant's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services, the Procuring Entity may decide:

(A) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or

(B) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Consultant by paying an agreed amount for the cost incurred by the Consultant, if any, towards the remaining portion of the Services and incidental goods/ works.

(b) Frustration of Contract

(i) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause {GCC 24(6)} or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.

(ii) However, the following shall not be considered as such a supervening cause

(A) Lack of commercial feasibility or viability or profitability or availability of funds

(B) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

(3) Closure of Contract

(a) Unless terminated earlier under GCC clauses 27(1) and (2) above, this Contract shall expire:

(i) At the end of four months from the Effective Date as specified in the Contract.

(ii) Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.

(iii) termination and settlements after that, if any, as per GCC clause 27(1) or (2) above.

(b) Cessation of Rights and Obligations

Upon termination of this Contract under Clauses GCC 27(1) or (2) hereof or expiration of this Contract under GCC clause 27(3)(a), all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality outlined in GCC clause 20(7) and (iii) any right a Party may have under the Applicable Law.

(c) Cessation of Services

Upon termination of this Contract by notice under clauses GCC 27(1) or GCC 27(2), the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided by clauses GCC 24(4) and GCC 20(11).

(d) Payments upon Termination

Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- (i) payment for Services satisfactorily performed before the effective date of termination; and
- (ii) in the case of termination under GCC clause 27(2), reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the key experts.

28. Code of Integrity Public Procurement; Misdemeanours and Penalties

(1) Code of Integrity

Procuring authorities as well as Consultants, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

(a) "Corrupt practice" - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;

(b) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an

obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;

(c) “Anti-competitive practice” - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;

(d) “Coercive practice” - harming or threatening to harm persons or their property to influence their participation in the Procurement 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 Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Procuring Entity with an intent to gain unfair advantage in the Procurement Process or for personal gain;

(f) “Obstructive practice” - materially impede procuring entity’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or 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 Procuring Entity’s rights of an audit or access to information;

(2) Obligations for Proactive Disclosures:

(a) Procuring authorities, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

(b) Any Consultant must declare, whether asked or not in a Proposal-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 the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

(3) Misdemeanours

The following shall be considered misdemeanours - if a Consultant, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

(a) Commits any of the following misdemeanours:

(i) Violates the code of Integrity mentioned in GCC-clause 28(1);

(ii) Any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions.

(b) Commits any of the following misdemeanours:

(i) Has been convicted of an offence:

(A) Under the Prevention of Corruption Act, 1988; or

(B) The Bharatiya Nyaya Sanhita, 2023 or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

(ii) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.

(iii) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

(4) Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) Consultant directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

(a) if his Proposals are under consideration in any procurement

(i) Encashment of Bid Security.

(ii) calling off any pre-contract negotiations and;

(iii) rejection and exclusion of Consultants from the Procurement Process

(b) if a contract has already been awarded

(i) Termination of Contract for Default and availing all remedies prescribed thereunder;

(ii) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;

(iii) Recovery of payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate);

(c) Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part, to:

(i) File information against Consultant with the Competition Commission of India for further processing in case of anti-competitive practices;

(ii) Initiate proceedings in a court of law against Consultant under the Prevention of Corruption Act, 1988 or the Bharatiya Nyaya Sanhita, 2023 or any other law for transgression not addressable by other remedies listed in this sub-clause.

(iii) Remove the Consultant or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.

(iv) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.

(v) Debar, a Consultant, from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm:

(A) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 28(3)(a) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

(B) Central Government (Department of Expenditure (DoE), Ministry of

Finance) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 28(3)(b) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

Section V: Special Conditions of Contract (SCC)

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Note for Consultants: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision in the SCC shall prevail.

GCC Clause	Topic	To be read as
GCC 16, 17, 18 and 19: General, The Contract, Governing Laws and Jurisdiction, Communications		
17(1)	Language of Contract	English
18(1)	Governing Laws and jurisdiction	<p>Contract shall be governed by the Laws of India for the time being in force.</p> <p>Courts at New Delhi shall only have jurisdiction to decide any dispute arising out or in respect of the Contract.</p>
19(1), 19(3)	Communications and notices	<p>Address of Procuring Authority for sending communications:</p> <p>Deputy Director General (Postal Operations) Room No. 525, Fifth Floor, Department of Posts, Dak Bhawan New Delhi – 110001</p> <hr/> <p>Address of Consultant for sending communication:</p> <p>Address</p> <p>Tel.</p> <p>e-mail:</p>
19(2)	Persons Signing Communications	<p>The Authorized Representative are:</p> <p>For the “Procuring Entity”: <i>Deputy Director General (Postal Operations), Department of Posts</i></p> <p>For the Consultant: _____ (to be</p>

		<i>informed by Consultant)</i>																				
GCC 20 and 21: Consultant's and Procuring Entity's Obligations																						
20(7)	Confidentiality and Secrecy of information	All documents or information or associated correspondence or other information furnished by or on behalf of the Procuring Entity to the Consultant in connection with the contract are confidential and shall remain the property of the Procuring Entity and shall, without the prior written consent of Procuring Entity neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the activities required for the performance of this Contract.																				
20(7)(a)	Intellectual Property Rights (IPR)	All plans, specifications, designs, reports, and other documents prepared by the Consultant for the "Procuring Entity" under this Contract shall become and remain the property of the "Procuring Entity".																				
20(8)	Performance Bond/ Security	3% of the contract Price																				
21(1), 21(2), 21(3)	Assistance, Facilities and Utilities to be provided by Procuring Entity	The Procuring Entity shall provide assistance regarding policy and technical documents as specified in the contract. The Procuring entity shall also provide the services, facilities described in the "Description of Services" (Appendix A to Format 1) as per terms and conditions.																				
GCC 22: Scope of Services and Performance Standards																						
22(1)	Scope of Services	<i>The consultant shall deliver to the Procuring Entity the following deliverables:</i>																				
		<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Description of Deliverables</th> <th>Completion Target (No. of days)</th> <th>Payment Percent age</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><i>Submission of draft concept paper</i></td> <td><i>T+30</i></td> <td><i>---</i></td> </tr> <tr> <td>2</td> <td><i>Finalisation of final concept paper after incorporation of inputs of DoP</i></td> <td><i>T+45</i></td> <td><i>40%</i></td> </tr> <tr> <td>3</td> <td><i>Submission of draft detailed paper</i></td> <td><i>T+90</i></td> <td><i>---</i></td> </tr> <tr> <td>4</td> <td><i>Finalisation of final detailed paper after incorporation of inputs of DoP</i></td> <td><i>T+120</i></td> <td><i>60%</i></td> </tr> </tbody> </table>	Sl. No.	Description of Deliverables	Completion Target (No. of days)	Payment Percent age	1	<i>Submission of draft concept paper</i>	<i>T+30</i>	<i>---</i>	2	<i>Finalisation of final concept paper after incorporation of inputs of DoP</i>	<i>T+45</i>	<i>40%</i>	3	<i>Submission of draft detailed paper</i>	<i>T+90</i>	<i>---</i>	4	<i>Finalisation of final detailed paper after incorporation of inputs of DoP</i>	<i>T+120</i>	<i>60%</i>
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GCC 23: Deployment of Resources																						

23	Key experts	<i>The Consultant shall provide qualified and experienced key experts as required to carrying out the services. The titles, job descriptions, minimum qualification and estimated period of their engagement are described in Appendix-B to Format 1.</i>																						
GCC 24: Delivery of Services and Delays																								
24(1)	Works plan	<i>The Services shall be carried out as per Work Plan approved by the Procuring Entity</i>																						
24(2)	Commencement of Services	The Contract shall be made effective from the date of signing of the Contract.																						
GCC 25: Prices and Payments																								
25(2)	Taxes and Duties	<i>Consultant shall be entirely responsible for all taxes and duties, as applicable.</i>																						
25(3)	Terms and Mode of Payment	<p>Terms of Payment: The payments in respect of the Services shall be made as follows: (i) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly. (ii) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified herein. The Procuring entity shall release the requisite payment as soon as the deliverables are accepted. The payments to the Consultant in respect of the services shall be linked to the deliverables of the project as indicated in the payment schedule given below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Description of Deliverables</th> <th>Completion Target (No. of days)</th> <th>Payment Percentage</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Submission of draft concept paper</td> <td>T+30</td> <td>---</td> </tr> <tr> <td>2</td> <td>Finalisation of final concept paper after incorporation of inputs of DoP</td> <td>T+45</td> <td>40%</td> </tr> <tr> <td>3</td> <td>Submission of draft detailed paper</td> <td>T+90</td> <td>---</td> </tr> <tr> <td>4</td> <td>Finalisation of final detailed paper after</td> <td>T+120</td> <td>60%</td> </tr> </tbody> </table>			Sl. No.	Description of Deliverables	Completion Target (No. of days)	Payment Percentage	1	Submission of draft concept paper	T+30	---	2	Finalisation of final concept paper after incorporation of inputs of DoP	T+45	40%	3	Submission of draft detailed paper	T+90	---	4	Finalisation of final detailed paper after	T+120	60%
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			incorporation of inputs of DoP		
		Description of deliverables given above may include processes / milestones, which may be carried out concurrently.			
25(5)	Payment to Consultants				After completion of each milestone / deliverable, the Consultant shall submit a report (the format of which would be decided by the UPMC) to the UPMC containing tangible results vis-à-vis goals and objectives set by the Procuring entity for a particular set of deliverables. The payment to the extent indicated above for each milestone / deliverable would be made by the Procuring entity on the basis of acceptance of deliverables by the UPMC.
GCC 26 Resolution of Disputes					
26(2)	Excepted Matters				<i>Decision of the Procuring Entity on the 'Excepted Matters' shall be final and binding on the Consultant.</i>
26(3)	Arbitration				<i>Secretary, Department of Posts will be appointing authority to appoint the arbitrator.</i>
GCC 27 Defaults, Breaches, Termination and Closure of Contract					
27(3)(a)	Period of Contract				<i>Four Months from the effective date</i>
27(1)(c)(iii)	Risk and Cost Procurement				<i>The Clause relating to 'Risk and Cost Procurement' is applicable to the Contract.</i>

Section VI: Terms of Reference

RFP Document No. 35-05/2025-PO.

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Note for Consultants: Regarding this Section, Consultants must fill following forms:

(a) Form T-4: Comments and Suggestions on Terms of Reference, and Inputs to be Provided by the Procuring Entity

(b) Form T-5: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

(c) Form T-6: Work Schedule and Planning for Deliverables

Terms of Reference

29. Background

- (1) Department of Posts under the Ministry of Communications is the backbone for communication of the country. It provides gamut of citizen centric services viz. Mails, Financial, Insurance, Money remittance etc. The Post Office Act is the primary legislation governing all matters connected with the Post Office (defined as the DoP) and all related matters. The DIGIPIN and Digital Address layer of the Digital address ecosystem relates to addressing systems and address identifiers for the purpose of postal services, which can also be leveraged by the other stakeholders for service delivery. Section 5 of the Post Office Act already empowers the Central Government to prescribe standards for addressing on items, postcodes and address identifiers.
- (2) Department of Posts has undertaken an initiative namely “Digital Address Code” aimed at establishing a digital public infrastructure for a standardized, geo-coded interoperable addressing system in India ensuring simplified addressing solutions for citizen-centric delivery of public and private services to establish —Address as a Service (AaaS) in India.

30. The Addressing Problem in India:

The rapid expansion and development of urban and rural areas has highlighted significant shortcomings in India’s existing addressing system. As cities, towns and villages continue to grow and evolve, the limitations of the existing addressing system, characterised by inconsistent addressing formats, reliance on informal landmarks and broad PIN code coverage, have become increasingly apparent. The fragmented and outdated addressing system has struggled to keep pace with India’s evolving landscape, creating inefficiencies in providing critical care and support during emergencies, service delivery, logistics and public administration.

(1) Limitations of the Conventional Addressing System:

(a) Varied Structuring: Address formats in India vary widely, ranging from detailed information (name, house number, street, locality, city, state, PIN code) to vague landmark-based references.

(b) Address Changes: The traditional system struggles to keep up with new developments, informal settlements, and changes in land use, resulting in outdated and inconsistent addresses.

(c) Regional Limitations: Multilingual variations and transliteration issues often lead to misinterpretations and mismatches in addresses.

(d) Overreliance on Landmarks: Many streets lack proper names, forcing reliance on landmarks that may change, become outdated, or be unfamiliar to outsiders. There is often a disparity between a stated point of interest and the actual location.

(e) Broad Coverage Area: Each pincode in India covers a significant geographic area and up to a million households, making pincodes imprecise for accurate geolocation. Additionally, often the written pincodes are incorrect, leading to delays and errors in service delivery.

(f) Challenges with Digitisation: Conventional address formats are not machine-readable, making it difficult to integrate them with digital platforms. This limits automation and data-driven service delivery.

(2) Impact of the Inefficient Addressing System on India:

India's inefficient addressing system significantly affects time, cost, and service quality across various sectors, impacting both public and private entities. India Post faces challenges with vast and imprecise pincode-based addresses, leading to increased operational costs and reduced efficiency. Emergency response times are delayed due to unclear addresses, forcing responders to rely on local knowledge. Service delivery becomes costly as inaccurate addresses require manual intervention, especially in densely populated areas. Governance and planning are hindered by inconsistent addresses across databases, disrupting resource allocation. Additionally, rural and remote areas face restricted service delivery and limited infrastructure development, deepening regional inequalities.

(3) Addressing the challenges through an addressing DPI:

The Department of Posts has undertaken an initiative for establishing a digital public infrastructure for a standardized, interoperable, geocoded addressing ecosystem ensuring simplified addressing solutions for citizen centric delivery of public and private services to enable "Address as a Service" in the country.

Digital Public Infrastructure (DPI) refers to the foundational digital systems and platforms that enable essential services, governance, and economic participation in a secure, inclusive, and interoperable manner. It includes digital identity systems, payment mechanisms, and data exchange frameworks that support public and private services at scale.

This will pave way for "Government as a Platform" governance model where governments provide digital infrastructure, services, and frameworks that enable public and private entities to build upon and deliver services more efficiently to citizens, fostering collaboration and innovation.

Digital postal index number (“DIGIPIN”) and digital address ID (“Digital Address”) are core layers of this addressing DPI.

(a) The DIGIPIN layer:

The DIGIPIN layer acts as a uniform address referencing framework that can be accessed both offline and online, ensuring logical and accurate location identification. The DIGIPIN is a function of the latitude and longitude of the location represented as a grid value and designed to be scalable, adaptable, and integrated with existing GIS applications. **DIGIPIN** is a 10-digit alpha numeric code which provides the latitude and longitude information of a specified location. By providing accurate geolocation, this eliminates the ambiguity of relying on landmarks or broad pincodes and facilitates quicker, more accurate access to location information.

This innovative framework significantly enhances the conventional addressing system by introducing an additional layer of accuracy and clarity. It bridges the gap between physical locations and their digital representation, creating a National Level Addressing Grid-based system. DIGIPIN grid can prove instrumental for DOP as well as various government and private sector agencies as highlighted below. In some cases, the data associated with these layers may have to be integrated with existing systems, including geographic information systems.

The benefits of DIGIPIN include:

- (i) Precise Delivery Locations for DoP by providing precise geographic coordinates ensuring accurate location identification thus minimising incorrect deliveries, and time spent in locating addresses.
- (ii) Better Emergency Response time by providing accurate geolocation data enable emergency services to locate and reach incident sites faster, thereby reducing response time.
- (iii) Improve delivery of healthcare services in remote areas by allowing medical teams to accurately locate patients for vaccination drives and health screenings.
- (vi) Banking and financial services: By integrating DIGIPIN, the Banking and insurance sector can leverage the additional address attribute – DIGIPIN to enhance accuracy and efficiency in their KYC processes for various financial services.
- (v) Tourism and hospitality: DIGIPIN enables tourism platforms to highlight attractions, accommodations, and services with precise geolocation, improving traveller navigation.

(b) Digital Address:

This is a unique consent-based user-defined label that is linked to the DIGIPIN and the descriptive address (if preferred by the user). The Digital Address allows citizens to maintain control over their address data thereby enabling easier access to services. By standardizing addresses, the Digital Address layer allows user to share

accurate addressing data, manage the underlying addressing information, and allows a one-click address sharing system.

While the DIGIPIN ensures the accurate identification and efficient shareability of a location, the Digital Address adds another layer of convenience which also boosts the usability. Digital Address is written similarly to an email address and a UPI ID: johndoe@abc. A user creating a Digital Address chooses the label they would like to represent their address with, barring a few words which may be restricted for security reasons and user safety. Much like a UPI ID carries the requisite bank account information necessary for a successful financial transaction, the label carries addressing information (including the DIGIPIN) to allow for easy identification of the associated location. Users can update their address information through a single interface, eliminating the need to modify it individually across all service providers. This streamlined process facilitate greater convenience and efficiency for users and reduces delivery errors

31. Objectives:

The overall objective of this RFP is to onboard a Consultant for assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem of the Department of Posts. These will be the important vital and pre-requisite documents for finalizing a proposal for making the Digital Address Code ecosystem, a proposed scheme under Government of India.

32. Form of Contract –*Lumpsum with payment to be linked with the acceptance of deliverables.*

33. Scope of Work:

(1) The Consultant will be required to assist the Procuring Entity in preparation of a concept paper and detailed paper for proposed scheme of Digital Address ecosystem. The broad scope of work for selected IIM would entail research and drafting assistance for developing a concept paper and detailed paper on proposed scheme, contents of which would include:

(a) Context/Background: This section should provide a brief description of the sector/subsector as well as the national strategy and policy framework. This section should also provide a general description of the scheme being posed for appraisal.

(b) Problems to be addressed: This section should elaborate the problem to be addressed through the scheme at the local/regional/national level. Evidence regarding the nature and magnitude of the problems should be presented, supported by baseline data/survey/ reports etc.

(c) Aims and Objectives: This section should indicate the development objectives proposed to be achieved, ranked in order of importance. The outputs/deliverables expected for each development objective should be spelt out clearly.

(d) Strategy: This section should present an analysis of alternative strategies available to achieve the development objectives. Reasons for selecting the

proposed strategy should be brought out. Basis for prioritization of locations should be indicated (wherever relevant). Opportunities for leveraging government funds through public-private partnership or savings through outsourcing must be explored. This section should also provide a description of the ongoing initiatives, and the manner in which duplication can be avoided and synergy created with the proposed scheme/project.

(e) Target Beneficiaries: There should be clear identification of target beneficiaries. Stakeholder analysis should be undertaken, including consultation with stakeholders at the time of scheme formulation. Options regarding cost sharing and beneficiary participation should be explored and incorporated in the project. Impact of the project on weaker sections of society, positive or negative, should be assessed and remedial steps suggested in case of any adverse impact.

(f) Legal Framework: This section should present the legal framework, if relevant, within which the scheme will be implemented, as well as the strengths and weaknesses of the legal framework in so far as it impacts on achievement of stated objectives.

(g) Environmental Impact: Environmental Impact Assessment should be undertaken, wherever required, and measures identified to mitigate the adverse impact, if any. Issues relating to land acquisition, diversion of forest land, wildlife clearances, rehabilitation and resettlement should be addressed in this section.

(h) Technology: This section should elaborate on the technology choices, if any; evaluation of the technology options, as well as the basis for choice of technology for the proposed scheme.

(i) Management: Responsibilities of different agencies for project management or scheme implementation should be elaborated. The organization structure at various levels, human resource requirements, as well as monitoring arrangements should be clearly spelt out.

(j) Finance: This section should focus on the cost estimates, budget for the scheme, means of financing and phasing of expenditure. Options for cost sharing and cost recovery (user charges) should be explored. Issues relating to scheme sustainability, including stakeholder commitment, operation-maintenance of assets after scheme completion and other related issues should also be addressed in this section and financial Planning which includes detailed financial projections, cost estimates, funding plans, and revenue models.

(k) Time Frame: This section should indicate the proposed zero date for commencement of scheme and also provide a PERT/CPM chart, wherever relevant.

(l) Cost Benefit Analysis: Financial and economic cost-benefit analysis of the scheme should be undertaken wherever such returns are quantifiable.

(m) Risk Analysis: This section should focus on identification and assessment of implementation risks and how these are proposed to be mitigated. Risk analysis

could include legal/contractual risks, environmental risks, revenue risks, project management risks, regulatory risks, etc.

(n) Outcomes: Success criteria to assess whether the development objectives have been achieved should be spelt out in measurable terms. Base-line data should be available against which success of the scheme will be assessed at the end of the scheme (impact assessment). Similarly, it is essential that base-line surveys be undertaken in case of large, beneficiary-oriented schemes. Success criterion for scheme deliverables/outcomes should also be specified in measurable terms to assess achievement against proximate goals.

(o) Evaluation: Evaluation arrangements and monitoring mechanisms for the scheme, whether concurrent, midterm or post-scheme should be clearly spelt out.

(p) Governance Model: The appropriate governance model for implementation of the Digital Address ecosystem

(q) Synergies: synergy with existing government schemes, projects and DPIs; and alignment of the proposed scheme with Sustainable Development Goals and Viksit Bharat 2047

(t) A self-contained Executive Summary covering the main points mentioned in the generic structure above.

(2) Key Activities and Stakeholder Responsibility

During the preparation of the **Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem of the Department of Posts**, the consultant and the procuring entity work closely together. There are certain key activities to be undertaken and accordingly, stakeholder responsibility has also been mapped. Some of them are as under:

(a) Initial Consultation and Understanding of the Initiative

(i) Kick-off Meeting: The Procuring Entity and Consultant meet to discuss the initiative's objectives, scope, and deliverables. This includes clarifying the goals, timelines, and any specific requirements.

(ii) Defining Roles and Responsibilities: Clearly outline the roles of both parties, including the consultant responsibilities in preparing the desirable documents and the Procuring entity's role in providing data, feedback, and approvals.

(iii) Data Collection: The Consultant collects relevant data. This may include background, existing reports, or any past assessments.

(iv) Reports to Consultant: Procuring entity will provide necessary reports to the Consultant.

(v) Interaction with other partners: The Procuring Entity to organise interaction with other engaged partners

(b) Submission of Deliverables:

(i) Review of deliverables: The Procuring entity thoroughly reviews the

deliverables for completeness, accuracy, and alignment with their vision for the project.

(ii) Feedback and Revisions: The department provides feedback, which may require the selected IIM to revise the draft documents. This process could involve multiple rounds of review and revisions. the selected IIM may need to make minor adjustments or clarifications.

(iii) Selected IIM presents the documents: Selected IIM may present the documents to the department's senior management, Ministers or partners.

(iv) Selected IIM finalizes the document: Based on the department's feedback, the selected IIM finalizes the report, ensuring that it aligns with the department's objectives and requirements.

(v) Approval by the Department: The department formally reviews and approves the final documents.

(vi) Sign-off: The department signs off on the final documents, confirming their satisfaction with the consultant's work and readiness to move forward with the initiative.

34. Site and Assets thereon:

(1) Site of Service Delivery The consultant shall do his work from his organization.

(2) The Procurement Entity may call upon the team lead for physical meeting in Delhi for the occasions not more than 5 times in connection with Consultant's performance for the deliverable.

35. Key Experts Required:

(1) One Team Lead- Should be a professor in IIM with a minimum 10 years' of experience in work related with the field with strategy & transformation for ease of living & ease of doing business, e-governance, public policy in India.

(2) Two Subject Experts- Subject Experts proposed by the bidder should be an associate professor and experience in relevant field and a minimum work experience of 8 years (excluding internships).

36. Deliverables and Time Schedule

The total project duration would be four (4) months from the date of signing of the contract. It is expected that the concept paper on the initiative can be realized within 30 days. The final detailed paper for Digital Address Ecosystem, shall be submitted within 120 days. To this end, the following milestones are envisioned:

Sl. No.	Description of Deliverables	Completion Target (No. of days)	Payment percentage
1	Submission of draft concept paper	T+30	--
2	Finalisation of final concept paper after incorporation of inputs of DoP	T+45	40%

3	Submission of draft detailed paper	T+90	--
4	Finalisation of final detailed paper after incorporation of inputs of DoP	T+120	60%

37. Reporting

The Consultant shall report to and work under the supervision of the DAC Cell of the Department of Posts. Contract Manager shall be the point of contact for day-to-day interactions.

38. Procuring Entity's Input

The Procuring Entity will provide the data and reports necessary for the project. Further, essential tool and equipment required by key experts, such as software, hardware (including laptops and computers), and other necessary resources will be managed by the consultant and will not be provided by the Procuring Entity.

Section VII: Evaluation/ Scoring Criteria

RFP Document No. 35-05/2025-PO.

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Consultants must fill up the following Forms regarding this Section:

- a) Form T-3: Consultant's Organisation and Experience*
- b) Form T-4: Comments and Suggestions on Terms of Reference, and Inputs to be Provided by the Procuring Entity*
- c) Form T-5: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference*
- d) Form T-6: Work Schedule and Planning for Deliverables*
- e) Form T-7: Assignment, and Key Experts' Inputs*
- f) Annex to Form T-7: Key Experts' Curriculum Vitae (CV)*

39. Bid evaluation and selection method

(1) Minimum qualification (eligibility) criteria

As part of the evaluation, only eligible IIMs are eligible to apply.

(2) Technical Evaluation criteria:

(a) Evaluation of Bids shall be done under combined quality-cum-cost based system (QCBS). Under this system, the Technical Bid evaluation, i.e., Part-I, shall be allotted weightage of "80%" while the Price Bid evaluation shall be allotted the weightage of 20%. The bidder scoring the highest combined score will be declared H-1. The detailed methodology is described below.

(b) The Tender Evaluation Committee ("Evaluation Committee") appointed by DoP will carry out the technical evaluation of proposals based on the following evaluation criteria and points system. Evaluators of Technical Proposals shall have no access to the financial Proposals until technical evaluation is concluded. Each evaluated proposal will be given a technical score.

(c) The minimum criteria for technical qualification would be as follows:

(i) Minimum qualifying technical marks to be obtained 75 marks out of 100 marks as detailed above (pre-normalized)

(ii) Financial bid shall be opened for Technically qualified bidders who score 75

marks and above (pre-normalized).

(3) Normalization of technical bid scores

(a) The bidder with highest technical marks would be taken as the base/ reference for arriving at Technical Score for each technically qualified bidder. The Technical Score for the bidder with highest Technical Marks (out of 100) would be taken as 80 and the Technical Score for other technically qualified bidders will be scaled proportionally. The following example illustrates the proposed methodology for arriving at Technical Score of the Bidders:

Proposal (Assumed)	Technical Marks	Technical Score
A	96/100	$80 \times 96/96 = 80.00$
B	90/100	$80 \times 90/96 = 75.00$

(b) Technical Bids will be opened on the date and time mentioned in Appendix to RFPL: TIS.

(c) The evaluation committee appointed by the DoP will carry out the evaluation of proposals based on the following evaluation criteria and points system. If required, DoP may seek specific clarifications from any or all the eligible IIMs at this stage. Each evaluated Proposal will be given a technical score as per the following technical evaluation criteria. The total marks against which the bidder consultant submission will be evaluated is 100.

Sr No	Criterion	Technical Evaluation Criterion	Max. Marks (100)
1	Specific experience of the IIM relevant to scope as above	<p>(1) Bidder IIM has directly provided consulting services to Central Ministries /Departments/ Statutory Body/Constitutional Body/ and been involved in central schemes & projects for preparing DPR and detailed paper.</p> <p>Marking criteria</p> <p>5 marks per detailed Project report / detailed paper/ impact assessment of central government projects or schemes on the basis of its relevance to the scope outlined in this RFP.</p> <p>Note:</p> <p>(i) Start date must be inside last 10 years from the</p>	20

		<p>issue date of this RFP</p> <p>(ii) Only completed work in projects//schemes will count</p> <p>(2) The bidder must provide details of works for the schemes/ projects (as much as possible) for the evaluation committee to ascertain relevance.</p>	
2	Adequacy and quality of the proposal in response to the scope of work outlined as above	<p>Evaluation will be based on the quality of the document submission and the presentation to the committee. The bidder must demonstrate the following:</p> <p>(i) Demonstration of past experience on Digital Public Infrastructure (DPI) for central ministries/departments/Statutory body/constitutional Body and of understanding of global best practices and implications for DPI in Government working. – 5 Marks</p> <p>(ii) Understanding of the Digital Address Ecosystem and how the DPI approach is best suited for a scalable, inter operable, citizen centric, privacy respecting, agile , self sustainable Digital address ecosystem – 5 Marks</p> <p>(iii) Understanding of how the initiative of Digital Address Ecosystem can enable the transformation in service delivery and ease of living. – 5 Marks</p> <p>(iv) Practicality of the suitable governance structure and relevance of the execution approach and methodology for the implementation of the Digital Address Ecosystem – 5 Marks</p> <p>(v) Understanding of the deliverables addressing the scope of work in this document. – 5 Marks</p>	25
3	Key experts' qualifications and competence	Evaluation will be based on the CVs of the key experts; experience and academic qualifications will be considered.	30

	for the assignment	<p>(1) The guidelines are provided below:</p> <p>(i) Team Lead</p> <p>(1 Team Lead = 16 marks)</p> <p>(a) Should be a professor in IIM</p> <p>(b) Minimum 10 years' experience in work related with the field with strategy & transformation for ease of living & ease of doing business, e governance, public policy in India.</p> <p>(c) Breakdown of marks-</p> <table border="1" data-bbox="509 766 1198 1284"> <tr> <td colspan="2" data-bbox="509 766 1198 881">Adequacy for the Assignment (relevant experience in the similar assignments)</td> </tr> <tr> <td data-bbox="509 881 1049 1123">Experience of more than 12 years in strategy & transformation for ease of living & ease of doing business, e-governance, public policy in India – 6 mark</td> <td data-bbox="1049 881 1198 1123" rowspan="2" style="text-align: center;">16 marks</td> </tr> <tr> <td data-bbox="509 1123 1049 1284">Assessment of relevance of experience by committee – 10 marks</td> </tr> </table>	Adequacy for the Assignment (relevant experience in the similar assignments)		Experience of more than 12 years in strategy & transformation for ease of living & ease of doing business, e-governance, public policy in India – 6 mark	16 marks	Assessment of relevance of experience by committee – 10 marks	
Adequacy for the Assignment (relevant experience in the similar assignments)								
Experience of more than 12 years in strategy & transformation for ease of living & ease of doing business, e-governance, public policy in India – 6 mark	16 marks							
Assessment of relevance of experience by committee – 10 marks								
		<p>(ii) Subject Experts</p> <p>(2 Subject Experts = 14 marks)</p> <p>(a) List of subject experts to be proposed by the Bidder relevant to this assignment may include a combination of Subject Matter Experts relevant to the Digital Address Ecosystem / Experts in DPI and associated policy.</p> <p>(b) Subject Experts proposed by the bidder should be an associate professor of the IIM and experience in relevant field and a minimum work experience of 8 years (excluding internships)</p>						

		<p>(c) Subject Experts will be assessed basis on the relevance of their past experience for the scope of this work</p> <p>(d) Breakdown of marks:</p> <table border="1"> <tr> <td> <p>Adequacy for the Assignment (relevant experience in the sector/similar assignments) Experience more than 10 years – 4 mark</p> <p>Assessment of relevance of experience by committee – 10 marks</p> </td> <td style="text-align: center;">14 marks</td> </tr> </table>	<p>Adequacy for the Assignment (relevant experience in the sector/similar assignments) Experience more than 10 years – 4 mark</p> <p>Assessment of relevance of experience by committee – 10 marks</p>	14 marks	
<p>Adequacy for the Assignment (relevant experience in the sector/similar assignments) Experience more than 10 years – 4 mark</p> <p>Assessment of relevance of experience by committee – 10 marks</p>	14 marks				
4	National Institutional Ranking Framework (NIRF)	<p>(1) Eligible IIMs which held an average rank score below or equal to 2 in NIRF Ranking for the years 2022, 2023 and 2024 – 20 points</p> <p>(2) Eligible IIMs which held an average rank score greater than 2 and less than or equal to 4 in NIRF Ranking for the years 2022, 2023 and 2024 – 15 points</p> <p>(3) Eligible IIMs which held an average rank score greater than 4 and less than or equal to 6 in NIRF Ranking for the years 2022, 2023 and 2024 – 10 points</p> <p>(4) Eligible IIMs which held an average rank score greater than 6 in NIRF Ranking for the years 2022, 2023 and 2024 – 5 points</p> <p>Note: Average rank score shall be calculated as under:</p> <p>Average rank score= (sum of rank held in NIRF ranking for the years 2022, 2023, and 2024 represented as integer) /3</p> <p>Illustration: IIM X ranks 5 in NIRF 2022 ranking, ranks 4 in NIRF 2023 ranking and 3 in NIRF ranking.</p>	20		

		Average rank score = $(5+4+3)/3= 4$. Points awarded to IIM X is 15.	
5	Digital technical Infrastructure	Dedicated Cell/Unit/Centre/ Research Lab available in bidder IIM for research on Digital Public Infrastructure (DPI)	5

40. Financial Bid

The Price Bid shall be opened for technically qualified bidders only. The following methodology shall be adopted for evaluation of quoted price by Bidders:

(1) Normalization of financial bid scores

The minimum quoted price among the technically qualified bids will be taken as base/reference rate for arriving at the evaluated marks for each qualified bidder. The evaluated marks for the lowest priced Bidder in Price Bid shall be 20. The following example illustrates the proposed methodology for arriving at the Financial Score of the Bidders:

Bidder	Proposal Quoted rate(assumed)	Financial Score
A	INR 12 Lakh	$20*08/12=13.33$
B	INR10 Lakh	$20*08/10=16.00$
C	INR 08 Lakh	$20*08/08=20.00$

(2) Final Score

The sum of the normalized Technical Score and the normalized Financial Score as detailed above shall be the Total score for the bidders. The bidder with the highest Total Score shall be declared H1. In case there is a tie, preference will be given to the bidder with higher Technical Score.

BIDDING FORMS

TECHNICAL PROPOSAL

Form T-1: Proposal Form (Covering Letter)

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal, along with supporting documents, if any)

(on Consultant's Letter-head)

(Strike out alternative phrases not relevant to you)

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____ Date.....

To

The President of India, through
Deputy Director General (Postal Operations)
Room No. 525, Fifth Floor,
Dak Bhawan,
Department of Posts,
New Delhi – 110001

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Sir/ Madam

1. We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposal (RFP) and our Proposal. We are hereby submitting our Proposal without any Sub-consultants or JV, which includes this Technical Proposal and a separately uploaded Financial Proposal. Commercial information about our organisation is enclosed in Form T-2.

2. Our Eligibility and Qualifications to participate:

(a) We confirm that we continue to comply with all the eligibilities (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the preceding shortlisting process, based on which we were shortlisted for participation in this RFP process. We shall be duty bound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.

(b) We confirm that we don't have any Conflict of Interest as stipulated in this RFP. We shall be duty bound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3. Our Proposal to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Form T-5: Description of Approach, Methodology and Work Plan in responding to Terms of Reference'; Form T-6: Work Schedule and Planning of Deliverables and Form T-7: Assignment and Key Experts' Inputs'.

4. Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

(a) based on the terms of delivery and delivery schedule confirmed by us; and

(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and

(c) based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and

(d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:

(i) those prices; or

(ii) the intention to submit an offer; or

(iii) the methods or factors used to calculate the prices offered.

(e) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Consultant or competitor before the Proposal opening unless otherwise required by law.

5. We declare regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that no such commissions or gratuities or fees have been paid and (or) are to be paid by us to any third party.

6. No change in the Key Experts

Except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those stated in ITC-Clause 12(3) may lead to the termination of contract negotiations.

7. Affirmation of terms and conditions of the RFP Document:

We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Form T-8: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

8. Bid Security: We have submitted the Bid Security Declaration as per the RFP Documents.

9. Abiding by the Proposal's Validity

We agree to keep our Proposal valid for acceptance for a period upto -----, as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

10. Non-tempering of downloaded RFP Documents and uploaded scanned copies:

We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/undertakings uploaded during the shortlisting process and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by the Procuring Entity, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

11. A Binding Contract:

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

12. Performance Guarantee and Signing the contract:

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, the Procuring Entity has the right to avail of any or all punitive actions stipulated in the RFP Document.

13. Penalties for misinterpretation or misrepresentation:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

14. Consultant’s Authorized Signatory:

- a) Full Name: _____
- b) Designation: _____
- c) Signing as:

- A sole proprietorship firm.** The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm.** The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,
- A company.** The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.
- A Society.** The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Consultant. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

(Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

15. Rights of the Procuring Entity to Reject Proposal(s):

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Consultant]

Form T-2: Consultant's Commercial Information

[Note: Consultant shall fill in the following information and enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable.]

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1. Consultant particulars:

- (a) Name of the Consultant:.....
- (b) Corporate Identity No.(CIN):
- (c) Complete Postal Address:
- (d) Pin code/ZIP code:
- (e) Telephone nos. (with area codes):
- (f) Mobile Nos.: (with area codes):
- (g) Contact persons and Designation:
- (h) Email IDs:

[Submit a self-certified copy of the registration certificate – in case of a partnership firm – Deed of Partnership; in case of a Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm. All these documents should be Notarized.]

2. Taxation:

- (a) PAN number:
- (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- (c) GSTIN number: in Consultant and Service Site States
- (d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and Secondary contacts):
- (f) Comments on Tax liability and the breakup of CGST, SGST, IGST and Cess in this assignment:

(Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.)

3. Consultant's Authorized Representative Information:

- (a) Name:
- (b) Address:
- (c) Telephone/ Mobile numbers:
- (d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address and seal of Consultant]

DA: As above

Form T-3: Consultant's Organisation and Experience

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal) (on Consultant's Letter-head)

(Along with supporting documents, if any)

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____ Date.....

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Form T-3: Please fill out this form to briefly describe the Consultant's organization and outline the recent consultant experience most relevant to the assignment.

1. Consultant's Organization

(a) Provide a brief description of the background and organization of your organisation.

(b) Include an organisational chart, a list of the Board of Directors (if applicable), and ownership. [If required as per RFP, the successful Consultant shall provide additional information on ownership.]

2. Consultant's Experience

(a) List only previous similar assignments completed in the last 10 years.

(b) List only those assignments for which the Consultant was legally contracted by the client directly. Assignments completed by the Consultant's individual key experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant but can be claimed in their CVs. Consultant should submit the relevant experience certificates duly signed by the Head of Institution. However, the Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by the Procuring Entity.

(c) You can devise your own format, but the suggested information is as follows:

Assignment name; Client Name; Sector(s) Involved; Level: National/ State/ Local Government Institutions; Place (Village/ City/ State/ Country); Start date (month/year); Completion date (month/year); Designations/ roles of professional staff provided by you; Approx. Value of the contract (in Rs Crore); Approx. Value of the services provided by your firm under the Contract (in Rs crore); Total no. of staff-months of the assignment; No. Staff-months of professionals provided by you; Narrative description of the project:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Consultant]

DA: As above

Form T-4: Comments and Suggestions on the Terms of Reference; and Facilities to be provided by the Procuring Entity

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal) (Along with supporting documents, if any) (on Consultant's Letter-head)

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____ Date.....

Form T-4: Comments and Suggestions on the areas that have not been provided or any changes to the existing provisions of the Terms of Reference, and Facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment.

Specifically mention where your proposal deviates from Section VI: Terms of Reference.

1. ON THE TERMS OF REFERENCE:

Note: Suggest and justify any modifications or improvements to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated into your proposal. Consultants must maintain the same numbering and structure as in Section VI: 'Terms of Reference'.

2. ON FACILITIES & OTHER AREAS:

{Comments on facilities to be provided by the Procuring Entity, if any}

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Consultant]

Form T-5: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____ Date.....

Form T-5: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Response:

- (a) Technical Approach and Methodology
- (b) Work Plan
- (c) Organization and Staffing}

1. Technical Approach and Methodology

{Please explain your understanding of the objectives of the assignment as outlined in the 'Terms of Reference' (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}

2. Work Plan.

{Please outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with Form T-6: 'Work Schedule and Planning of Deliverables'.}

3. Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the Key Experts, and relevant technical and administrative support staff. The Organization and staffing should be consistent with Form T-7: 'Assignment, and Key Experts' Inputs.}

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Consultant]

DA: Relevant documents like technical data, literature, drawings, and other documents

Form T-6: Work Schedule and Planning for Deliverables¹

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____ Date.....

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, the mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

N°	Deliverables ² (D-n)	Duration ³
D-1	Deliverable 1	
D-2	Deliverable 2	
D-3	Deliverable 3	
D-Final	Deliverable 4	

¹ NOTE: The final deliverables and work plan shall be worked out in consultation with the selected consultant based on programmatic requirements.

² List the deliverables with the breakdown for activities required to produce them and other milestones such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

³ Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

(Signature with date)

.....

(Name and designation)

*Duly authorized to sign Proposal for and on behalf of [name,
address, and seal of Consultant]*

Form T-7: Assignment and Key Experts' Inputs

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal) (on Consultant's Letter-head)

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____ Date.....

Note to Consultants: RFP indicates key experts (Team Lead/Subject Experts) required to perform the services to the required performance standards and quality. The consultant shall quote the cost of these personnel in the Financial Proposal.

N°	Name	Position	Location	D-1	D-2	D-3	D-4
KEY EXPERTS							
K-1		[Team Lead]					
K-2		[Subject Expert]					
K-3		[Subject Expert]					
Total							

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Consultant]

Annex to Form T-7: Key Expert Curriculum Vitae (CV)

(For all Key Experts separately)

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal)
(along with supporting documents, if any)

(on Consultant's Letter-head)

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____ Date.....

Position Title and No.	{e.g., K-1, TEAM LEAD/SUBJECT EXPERT}
Name of key Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education and Training: *{List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s)/Certificate(s) obtained. Highlight relevance to general and specific sectors}*

Employment record relevant to the assignment: *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment. Past employment irrelevant to the assignment does not need to be included.}*

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed and relevance to the Assignment
<i>[e.g., May 2021-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....]</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Key Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>{List all deliverables/tasks as in FORM T-6 in which Key Experts shall be involved}</i>	

Key Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by the Procuring Entity.

{day/month/year}

Name of Expert

Signature

Date

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Consultant]

DA: As above, if any

Form T-8: Terms and Conditions - Compliance

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal)

(on Consultant’s Letter-head)

Consultant’s Name_ [Address and Contact Details]

Consultant’s Reference No. _____ Date.....

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Note to Consultants: Fill up this Form regarding Terms and Conditions in the RFP Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your Proposal in this regard.

Sl. No.	Ref of RFP Document Section, Clause			Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause				

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the RFP Document, except those mentioned above. If mentioned elsewhere in our Proposal, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

.....
[name, address, and seal of Consultant]
DA: If any, at the option of the Consultant.

Form T-9: Bid Security Declaration

Consultants exempted from submission of Bid Security are also required to submit this.
(on Consultant's Letter-head)

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____

Date.....

To

The President of India, through
Deputy Director General (Postal Operations)
Room No. 525, Fifth Floor,
Dak Bhawan,
Department of Posts
New Delhi - 110001

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Sir/ Madam

We, the undersigned, solemnly declare that:

- (a) We understand that according to this RFP document's conditions, the Proposal must be supported by a Bid Security Declaration in lieu of Bid Security.
- (b) We unconditionally accept the conditions of this Bid Security Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:
 - (i) Withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity; or
 - (ii) Being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:
 - (A) Refused or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RFP document's conditions.
 - (B) Fail or refuse to sign the contract.
- (c) We know that this Proposal Security Declaration shall expire:
 - (i) If the contract is not decided - forty-five days after the expiration of the Proposal validity, any extension to it.

(ii) If the contract is not awarded to us - not later than thirty days after the conclusion of the resultant contract, or

(iii) If the contract is awarded to us - after receipt of performance security from them.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Consultant]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....

Form T-10: Checklist for Consultants

{Ref ITC-clause 9(2)}

(To be submitted as part of Technical Proposal) (on Consultant's Letter-head)

Consultant's Name _____ [Address and Contact Details]

Consultant's Reference No. _____ Date.....

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Note to Consultants: This checklist is merely to help the Consultants prepare their Proposals; it does not override or modify the tender requirement. Consultants must do their own due diligence also.

Sl. No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form T-1.- Proposal Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial Proposal)	
2.	Form T-2: Consultant's Commercial Information, Power of attorney, Registration Certificates, etc.	
3.	Form T-3: Consultant's Organisation and Experience	
4.	Form T-4: Comments and Suggestions on Terms of Reference...	
5.	Form T-5: Description of Approach, Methodology and Work Plan	
6.	Form T-6: Work Schedule and Planning of Deliverables	
7.	Form T-7: Assignment and Key Experts' Inputs. Annex containing all CVs	
8.	Form T-8: Terms and Conditions – Compliance	
9.	Form T-9: Bid Security Declaration	
10.	Form T-10: This Checklist – was ticked appropriately	
11.	Financial Proposal was separately uploaded	
12.	Any other requirements, if stipulated in TIS/ AITC; or if considered relevant by the Consultant	

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of Consultant]

FINANCIAL PROPOSAL

*(Prescribed Proforma may be downloaded from the
e-Procurement Portal)*

FORMATS

Format 1: Contract Form

(Ref ITC-clause 13)

The President of India, through
Deputy Director General (Postal Operations)
Postal Operations Divisions
Room No. 525, Fifth Floor,
Dak Bhawan,
Department of Posts,
New Delhi – 110001
Contract No.....dated.....

To
Consultant's Name _____
[Complete address of the Consultant]

Subject: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem.

Ref: 1. This office's Letter of Award No..... dated

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

1. Dated..... and subsequent Amendment No....., dated..... (If any).
(Hereinafter referred to as 'the RFP Document')
2. Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your Proposal referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as those assigned in the General Condition of Contract enclosed.

(1) The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of the Contract;
- (b) The Special Conditions of the Contract;

(c) Appendices:

- (i) Appendix A to Format 1: Description of Services
- (ii) Appendix B to Format 1: Key Experts
- (iii) Appendix C to Format 1: Bank Guarantee Format for Performance Security

In the event of any inconsistency between the documents, the following order of precedence shall prevail: this Contract Form; the Special Conditions of Contract; the General Conditions of Contract; Appendix A to Format 1; Appendix B to Format 1; and Appendix C to Format 1. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

(2) Key Information

(a) Total Cost of Service (Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

(b) Timelines

- (i) Effective Date of The Contract as per Work Plan in Appendix A to Format 1
- (ii) Completion Date of the Services as per Work Plan in Appendix A to Format 1

(3) The mutual rights and obligations of the Procuring Entity and the Consultant shall be as outlined in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

[Signature, name and address of (Procuring Entity)'s authorized, official]

For and on behalf of the President of India

Received and accepted this Contract

(Signature, name, and address of the Consultant's executive duly authorized to sign on behalf of the Consultant.)

For and on behalf of (Name and address of the Consultant)

(Seal of the Consultant)

Place:

Date:

Appendix A to Format 1: Description of Services

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Contract No _____; Date_ Consultant's Name_

[This Appendix shall include the final Terms of Reference (TORs), Approach, Methodology and Work Schedule and Planning of Deliverables, worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including specific tasks that require prior approval by the Procuring Entity.]

1. Terms of Reference

[Insert the text based on Section VI (Terms of Reference) of the RFP and modify it based on Forms T-1 through Form T-8 in the Consultant's Proposal. Highlight the changes to Section VI of the RFP]

2. Approach and Methodology

[Insert the text based on Form T-5 in the Consultant's Proposal as negotiated between the Procuring Entity and the Consultant.]

3. Work Schedule and Planning for Deliverables

[Insert the text based on Form T-6 in the Consultant's Proposal as negotiated between the Procuring Entity and the Consultant.]

Appendix B to Format 1: Key Experts

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Contract No _____; Date _____
Consultant's Name _____

[Insert a table based on Form T-7 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Appendix C to Format 1: Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with the Indian Stamp Act, 1899 and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

{Ref ITC-clause 13(1)(b) and GCC-clause 20(8)}

Ref: Bank Guarantee No.....

Date.....

To

The President of India, through
Deputy Director General (Postal Operations)
Room No. 525, Fifth Floor,
Dak Bhawan,
Department of Posts,
New Delhi – 110001

Whereas M/s.....with its Registered/
Head Office at..... (name and address of the Consultant,
hereinafter called “the Consultant”, which expression shall, unless repugnant to the
context or meaning thereof, include its successors, administrators, executors and
assigns) has undertaken, in pursuance of contract no date.....
to delivery(description of Services) (hereinafter called “the contract”).

And Whereas you (unless repugnant to the context or meaning thereof, including your
successors, administrators, executors and assigns) have stipulated in the said contract
that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the
sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we with our Head Office
at..... (name and address of the Bank, hereinafter referred to as the
‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include
its successors, administrators, executors and assigns) have agreed to give the Consultant
such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on
behalf of the Consultant, up to a total
of.....(*amount of the guarantee in words and figures*), and
we undertake to pay you, upon your first written demand declaring the Consultant to be
in default under the contract and without cavil or argument, any sum or sums within the
limits of (amount of guarantee) as aforesaid, without your needing to prove or to show

grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultant 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 theday of20.....
Our.....branch at.....*(Name & Address of the ...
*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our * branch a written claim or demand and received by us at our* branch on or before Dt... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch
*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Format 2: Authorization to Attend Pre-Proposal Conference

(Refer to ITC-clause 7)

(on Company Official Letter Head)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____

Date.....

To

The President of India, through
Deputy Director General (Postal Operations)
Room No. 525, Fifth Floor,
Dak Bhawan,
Department of Posts
New Delhi - 110001

Ref: RFP Document No. 35-05/2025-PO

Tender Title: Assistance in Preparation of Concept paper and Detailed paper of proposed scheme for Digital Address Ecosystem

Subject: Authorization to attend Pre-Proposal Conference on __ (date).

Following persons are hereby authorized to attend the Pre-Proposal Conference for the tender mentioned above on behalf of ____ (Consultant) in the order of preference given below:

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-Proposal opening. An alternate representative shall be permitted when regular representatives cannot attend.

2. Permission to enter the hall where the pre-Proposal conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of Consultant or

The officer authorized to sign the Proposal.

Documents on behalf of the Consultant

[name & address of Consultant and seal of company]