

No. Tgy-50/11/2024-Technology-DOP
Government of India
Ministry of Communications
Department of Posts
(Technology Division)

Dak Bhawan, Sandad Marg,
New Delhi – 110 001
Dated: .02.2025

CORRIGENDUM

Sub: Reply to the Pre-bid queries in the RFP No. Tgy-50/11/2024-Technology-DOP issued vide GeM Bid No. GEM/2024/B/5730135 dt. 19.12.2024 for the Selection of System Integrator (SI) for Postal and Logistics Solutions under IT Modernization Project – DoP IT 2.0

In partial modification of the above-mentioned RFP (copy enclosed), the following 'Original Clause' of the ibid RFP may be read as mentioned under col. 'Revised Clause':

S. No.	RFP Vol & Section	Original Clause	Revised Clause
1	Volume II- Instructions to Bidders, Section 5.2 - Minimum Eligibility Criteria, 8(a) Past Experience, Criteria	<p>The Bidder must demonstrate experience in the following areas:</p> <ul style="list-style-type: none"> • Execution and completion of projects involving the deployment and management of application solutions and • Experience in provisioning / developing and support services for open source-based software solutions and • Experience in providing cloud managed services for any Govt. organization/PSUs in India with project value over the last Five years i.e. the current financial year and the last five financial years: <p>-</p> <p>1. Three similar completed projects of value not less than 100 Crore Rupees; or</p> <p>2. Two similar completed projects of value not less than 150 Crore Rupees; or</p> <p>3. One similar completed project of value not less than the amount equal to 250 Crore Rupees.</p> <p>Note: If all the three areas are not met in one project the bidders can share maximum three projects where the above 3 areas are included independently or</p>	<p>The Bidder must demonstrate experience in the following areas:</p> <ul style="list-style-type: none"> • Execution and completion of projects involving the deployment and management of application solutions and • Experience in provisioning / developing and support services for open source-based software solutions and • Experience in providing cloud managed services for any Govt. organization/PSUs/Private Sector in India with project value over the last Five years i.e. the current financial year and the last five financial years: - <p>1. Three similar completed projects of value not less than 100 Crore Rupees; or</p> <p>2. Two similar completed projects of value not less than 150 Crore Rupees; or</p> <p>3. One similar completed project of value not less than the amount equal to 250 Crore Rupees.</p> <p>Note: If all the three areas are not met in one project the bidders can share maximum three projects where the above 3 areas are included independently or</p>

		cumulative. The financial value criteria to be considered either for one project or two / three projects cumulatively as the case may be.	cumulative. The financial value criteria to be considered either for one project or two / three projects cumulatively as the case may be.
2	Volume II- Instructions to Bidders, Section 5.2 - Minimum Eligibility Criteria, 8(a) Past Experience, Supporting Documents	<p>Following to be submitted for each project:</p> <p>a) Work orders and/or Agreement copy containing Scope of Work and Order Value and</p> <p>b) Go Live certificate / Phase completion certificate by the client. Credential Certificate should be signed by the Executive Engineer or equivalent or competent authority of the Govt. organization/PSUs.</p>	<p>Following to be submitted for each project:</p> <p>a) Work orders and/or Agreement copy containing Scope of Work and Order Value and</p> <p>b) Go live certificate / Phase completion certificate by the client. Credential Certificate should be signed by the Executive Engineer or equivalent or competent authority of the Govt. organizations/ PSUs.</p> <p>Note: In situations where citation details cannot be shared due to a signed NDA with the client, bidders are required to submit a self-certification of completion or phase completion. This document should be on the company letterhead, certified by the Company Secretary, and must clearly outline the scope of work, deliverables, and timelines. Additionally, the self-certification must include a statement indicating that the information is being provided in this format because the bidder is bound by a signed NDA with the client.</p>
3	Volume II- Instructions to Bidders, Section 5.3. Technical Evaluation Criteria (Point 3) - Criteria	<p>The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years:</p> <ul style="list-style-type: none"> • Experience in providing cloud managed services 	<p>The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs/Private Sector, in over the last Five years i.e. the current financial year and the last five financial years:</p> <ul style="list-style-type: none"> • Experience in providing cloud managed services
4	Volume III– Master Services Agreement, Section - 1.14.4 Risk Purchase	<p>If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the SI under this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk</p>	<p>If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the SI under this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk and responsibility. Any</p>

		and responsibility. Any incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.	incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process limited to 1.5 times the amount that was payable to SI for non-delivered services/Deliverables																
5	Volume I- Scope of Work, Section 2.5.1 DoP Tech Stack, Point 15	<table border="1"> <thead> <tr> <th>SI No</th> <th>Scope/ Area</th> <th>Tool/ Application to be used</th> <th>SI Support</th> </tr> </thead> <tbody> <tr> <td>15.</td> <td>Antivirus (Desktops & Laptops)</td> <td>Semantic</td> <td>Enterprise Edition</td> </tr> </tbody> </table>	SI No	Scope/ Area	Tool/ Application to be used	SI Support	15.	Antivirus (Desktops & Laptops)	Semantic	Enterprise Edition	<table border="1"> <thead> <tr> <th>SI No</th> <th>Scope/ Area</th> <th>Tool/ Application to be used</th> <th>SI Support</th> </tr> </thead> <tbody> <tr> <td>15.</td> <td>Antivirus (Desktops & Laptops)</td> <td>To be proposed by Bidder</td> <td></td> </tr> </tbody> </table>	SI No	Scope/ Area	Tool/ Application to be used	SI Support	15.	Antivirus (Desktops & Laptops)	To be proposed by Bidder	
SI No	Scope/ Area	Tool/ Application to be used	SI Support																
15.	Antivirus (Desktops & Laptops)	Semantic	Enterprise Edition																
SI No	Scope/ Area	Tool/ Application to be used	SI Support																
15.	Antivirus (Desktops & Laptops)	To be proposed by Bidder																	
6	Volume III– Master Services Agreement, Section 1.12.2 Invoicing and Settlement, Para C	Subject to the accomplishment of obligations of the SI and delivery of the Deliverables and the Services to the satisfaction of the DoP. Payments will be subject to the deduction of applicable liquidated damages or SLA penalties. The penalties are imposed on the SI as per the SLA criteria specified in the SLA.	Subject to the accomplishment of obligations of the SI and delivery of the Deliverables and the Services to the satisfaction of the DoP, payments shall be made within 45 working days of the receipt of invoice along with supporting documents. Payments will be subject to the deduction of applicable liquidated damages or SLA penalties. The penalties are imposed on the SI as per the SLA criteria specified in the SLA.																
7	Volume III– Master Services Agreement, Section - 1.13.8 Suspension	i. The SI shall, if ordered in writing by the DoP, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time. The DoP shall inform the SI about such suspension at least 15 days in advance. The SI shall not be entitled to claim compensation for any loss or damage incurred by the SI because of such temporary suspension of the services for a continuous period of 30 days. An extension of time for completion,	Deleted																

		<p>corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the SI, if written request for the same is made.</p> <p>ii. In the event the DoP suspends the progress of work for a period in excess of 30 days in aggregate, rendering the SI to extend the SI's Performance Guarantee then the SI shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the SI producing the requisite evidence from the concerned bank.</p>	
8	Volume III– Master Services Agreement, Section - 1.13.1 Events of Default by SI, Para ii	ii. Where there been an occurrence of such Event of Defaults, inter alia, as stated above, the DoP shall issue a notice of default to the SI, setting out specific defaults/deviances/omissions and providing notice of up to thirty (30) days to enable the SI to remedy the default/deviances/omissions committed.	ii. Where there been an occurrence of such Event of Defaults, inter alia, as stated above, the DoP shall issue a notice of default to the SI, setting out specific defaults/deviances/omissions and providing notice of up to thirty (30) days or such period as DoP may decide to enable the SI to remedy the default/deviances/omissions committed.
9	Volume I- Scope of Work, Section -3 Manpower Requirements, (Table below Para 14)	DoP shall be overall responsible for the application development. The SI shall be responsible for providing the resources on T & M basis which are indicative in nature and mentioned below (Original Table in RFP)	DoP shall be overall responsible for the application development. The SI shall be responsible for providing the resources on T & M basis which are indicative in nature and mentioned below (Revised Table as Annexure-B of the Corrigendum)
10	Volume II- Instructions to Bidders, Section 5.3. Technical Evaluation Criteria	Original Table in RFP	Revised Table as Annexure-C of the Corrigendum
11	Volume II- Instructions to Bidders, Section - 4.27.5 Evaluation of Technical Bids (Point 4)	At any time during the Bid evaluation process, DoP may seek oral / written clarifications, including additional information / supporting documents from the Bidder. The Bidder shall respond/furnish the requested information/clarification/documents within 7 working days of receipt of such requests. The Committee may also seek inputs from their	At any time during the Bid evaluation process, DoP may seek oral / written clarifications, including additional information / supporting documents from the Bidder. The Bidder shall respond/furnish the requested information/clarification/documents within 5 days (as per GeM) of receipt of such requests. The Committee may also seek inputs

	professional and technical experts in the evaluation process.	from their professional and technical experts in the evaluation process.
--	---	--

2. It is also intimated that no relaxation / exemption for years of experience and turnover has been provided to MSEs in the above said RFP, therefore, purchase preference to MSEs is also not applicable.

3. In addition, clarification to the bidders on pre-bid queries is attached as Annexure-I

Annexure A - Details of Hardware at Mysuru Development Centre

Annexure B - Revised Manpower Details

Annexure C - Revised Technical Evaluation

This issues with the approval of the Competent Authority.

Digitally signed by
Subodh Kumar Sharma
Date: 14-02-2025
17:05:31
AOC (Technology)

To

1. All concerned through GeM.

2. Office copy.

Details of Hardware at Mysuru Development Centre

SL No	Model	Serial No	Warranty upto	AMC	EOL	EOSL
1	SYNERGY 480 GEN -10	SGH108XQYC	11-03-2025		NA	NA
2	SYNERGY 480 GEN -10	SGH108XQY5	11-03-2025		NA	NA
3	SYNERGY 480 GEN -10	SGH108XQY9	11-03-2025		NA	NA
4	SYNERGY 480 GEN -10	SGH108XQY7	11-03-2025		NA	NA
5	SYNERGY 480 GEN -10	SGH108XQY3	11-03-2025		NA	NA
6	SYNERGY 480 GEN -10	SGH108XQY1	11-03-2025		NA	NA
7	SYNERGY 480 GEN -10	SGH108XQYF	11-03-2025		NA	NA
8	Proliant BL 460 C Gen10	SGH015YLCM	Expired	Under AMC	NA	NA
9	Proliant BL 460 C Gen10	SGH015YLCW	Expired	Under AMC	NA	NA
10	Proliant BL 460 C Gen10	SGH015YLCH	Expired	Under AMC	NA	NA
11	Proliant BL 460 C Gen10	SGH015YLCF	Expired	Under AMC	NA	NA
12	Proliant BL 460 C Gen10	SGH015YLCT	Expired	Under AMC	NA	NA
13	Proliant BL 460 C Gen10	SGH015YLCP	Expired	Under AMC	NA	NA
14	Proliant BL 460 C Gen10	SGH015YLD0	Expired	Under AMC	NA	NA
15	Proliant BL 460 C Gen10	SGH015YLCR	Expired	Under AMC	NA	NA
16	Proliant BL 460 C Gen10	SGH015YLCY	Expired	Under AMC	NA	NA
17	Proliant BL 460 C Gen10	SGH015YLCK	Expired	Under AMC	NA	NA
18	BladeServer HP Proliant DL 380 Gen 10 Plus	SGH203XRXP	Expired	Under AMC	NA	NA
19	BladeServer HP Proliant DL 380 Gen 10 Plus	SGH203XRXJ	Expired	Under AMC	NA	NA
20	BladeServer HP Proliant DL 380 Gen 10 Plus	SGH203YCLJ	Expired	Under AMC	NA	NA
21	BladeServer HP Proliant DL 380 Gen 10 Plus	SGH203YCLM	Expired	Under AMC	NA	NA
22	BladeServer HP Proliant DL 380 Gen 10 Plus	SGH203YCLQ	Expired	Under AMC	NA	NA
23	Network Switch Netgear XSM438S	68SG3376D0020	15-09-2029			
24	Network Switch Netgear XSM438S	68SG3376D0020	20-07-2029			
25	Network Switch HP Aruba ARUBA 2930F 24G	TW0BHKTI1X8	Expired	Not available		
26	Network Switch Dlink DGS1250	SYBT104000044	Expired	Not available		
27	SAN Oracle Sun ZFS Storage ZS3	Controllers SI.No.:1536NM201N; 1536NM201M	Expired	Not available	30-05-2017	NA

Volume I- Scope of Work, Section -3 Manpower Requirements (Table below Para 14)

S No	Service Category	Profiles	Minimum Qualification	Minimum Experience
1	Resource – Architect/ Lead	Cloud Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>10 years of total experience and 7 years of hands-on experience in cloud architecture, cloud engineering, designing and implementing robust cloud solutions across various domains, including Compute, Storage, and Backup etc
2		Project Manager	B.E / B.Tech/ M.Tech/ MCA or equivalent	More than 10 years of hands-on experience in leading and delivering projects across govt./public sector
3		Security Lead	B.E / B.Tech/ M.Tech/ MCA or equivalent	> 7 years of hands-on experience in IT security field, Implement and configure IT security measures on cloud or related fields, deploying and managing firewalls, cyber security protocols, and DDoS protection mechanisms.
4		Network Lead	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience in network related service and network functions fields
5		Enterprise Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience in network related service and network functions fields
6		Solution Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience and above experience in solution/enterprise architect in Govt. / private sector
7		Micro services Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience and above experience in software development and implementing microservices architecture
8		Application Security Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	> 7 years of hands-on experience in IT security field, Implement and configure IT security measures
9		Data Architect	B.E / B.Tech/ M.Tech/ MCA or equivalent	>7 years of hands-on experience and above experience in data architecture/database design /data engineering
10	Resource-L3(SME)	System admin (OS Admin)	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in system administration on OS management
11		DB Admin	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience as a Database Administrator
12		DevSecOps SME	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in Devops, security or software development throughout the SDLC and CI/CD pipelines
13		Application admin & support	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience as an application admin or in similar IT support role
14		Storage and compute Manager	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in storage admin /management in storage solutions
15		Network & Security Engineer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in network and security engineer and troubleshooting methodologies
16		UI developer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in UI development or front-end development
17		API developer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>5 years of hands-on experience in API development and Integration
18	Resource-L2 (Sr. Engineer)	System admin (OS Admin)	B.E / B.Tech/ M.Tech/ MCA or equivalent	>3 years of hands-on experience in system administration on OS management
19		DB Admin	B.E / B.Tech/ M.Tech/ MCA or equivalent	>3 years of hands-on experience as a Database Administrator
20		Application admin and support	B.E / B.Tech/ M.Tech/ MCA or equivalent	>3 years of hands-on experience as an application admin or in similar IT support role
21		Storage and compute Engineer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>3 years of hands-on experience in storage admin /management in storage solutions
22		UI developer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>3 years of hands-on experience in UI development or front-end development
23		API developer	B.E / B.Tech/ M.Tech/ MCA or equivalent	>3 years of hands-on experience in API development or back-end development

24		Test Automation Engineer	B.E / B.Tech/M.TECH/MCA or equivalent	>3 years of experience in Test Automation
25		Documentation/Content Editor/Expert	B.E / B.Tech/M.TECH/MCA or equivalent	>3 years of hands-on experience in the Documentation/ Content editing
26		BCP Resource	B.E / B.Tech/M.TECH/MCA or equivalent	>3 years of hands-on experience in implementing BCP.
27		Analytics Engineer	B.E / B.Tech/M.TECH/MCA or equivalent	>3 years of hands-on experience as an analytics engineer.
28	Helpdesk Resources	Helpdesk team	Any Graduate (BA/ B. Com/ B.Sc or	> 1 years' experience in contact center/BPO operations or related fields

Volume-II - Instruction to Bidders, Section 5.3 - Technical Evaluation Criteria

#	Criteria	Score Parameter	Max. Marks	Total Marks
1	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years: · Experience in provisioning / developing and support services for open source-based software solutions	≤ 3 years.	5	15
		More than 3 but ≤5 years	10	
		More than 5 years	15	
2	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years: · Execution and completion of projects involving the deployment and management of application solutions	≤ 3 clients	5	15
		More than 3 but ≤ 5 clients	10	
		More than 5 clients	15	
3	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs/Private Sector, in over the last Five years i.e. the current financial year and the last five financial years: · Experience in providing cloud managed services	≤ 3 Project	5	15
		More than 3 but ≤ 5 Project	10	
		More than 5 Project	15	
4	The SI shall have at least 5000 technical resources on its payrolls in India.	More than 2000 Resource but ≤ 5000 Resource	10	30
		More than 5000 Resource but ≤ 7500 Resource	20	
		More than 7500 Resources	30	
5	Understanding of the Project of DoP and approach and methodology– Presentation by Bidder (as detailed below)	Presentations by Bidder to the Committee	25	25
Total (1+2+3+4+5)				100

Details of #5 Above

S.No	Presentation Include	Score
1	Bidder's experience and capability to execute similar projects (each component of the project)	2
2	Understanding of the project and the existing environment, requirements, issues and challenges faced (your understanding from RFP)	2
3 (a)	Snapshot of the technical solution: · High-level Architecture of the proposed solution as per requirements of the RFP · Scalability, resiliency and security of the proposed solution	2
3 (b)	Proposed security solution to safeguard against various threats including hacking attempts, cybercrime, internal/ external threats etc.	2
3 (c)	Major risks for the project and propose a suitable mitigation plan for each of the identified risk	2
3 (d)	Methodology, tools and technologies to create, monitor & maintain all the SLAs and manage change requests	2
4	Project Plan and Proposed Project Management Methodologies · Implementation and Go-Live phase · Post-Go-Live (O&M) Phase · Prior experience of working on proposed source solutions · If any project management tool proposed to be used	3
5	Project Team: Team structure with relevant experience of the proposed project team	
5 (a)	Appropriateness of the Project Team for the Implementation Phase (and interviews) · Suitability of the Project Manager · Suitability and Structure of the Proposed Project Team	3
5 (b)	Appropriateness of the Project Team for Post Implementation (O&M) Phase · Suitability of the Project Manager · Suitability and Structure of the Proposed Project Team	2
5 (c)	Bidder Strategy to manage O&M Phase	5
Total		25

Annexure - I

Clarification to the bidders on pre-bid queries regarding RFP No. Tgy-50/11/2024-Technology-DOP issued vide GeM Bid No. GEM/2024/B/5730135 dt. 19.12.2024 for the Selection of System Integrator (SI) for Postal and Logistics Solutions under IT Modernization Project – DoP IT 2.0.

#	Bidder's Name	Bidder's Query #	RFP document reference(s) (Section, page number and Clause No.)	RFP Clause/Section	Clarification Sought / Query	Clarification
1	Allvy Software Solutions Pvt Ltd	1	Section 4.6, page 8,	Consortium – Consortium not allowed.	Request to change the clause to Consortium Allowed.	As per RFP
2	Allvy Software Solutions Pvt Ltd	2	Multiple sections, (page 3, Volume 1)	The DoP has provisioned the underlying infrastructure and cloud services from NIC for hosting the IT 2.0 applications.	Request to change the cloud service provider from NIC to Top 3 cloud providers	As per RFP
3	Cyfuture India Pvt. Ltd	1	Query received over email		Upon reviewing the PQ and TQ criteria, we kindly request the relaxation of the turnover and experience requirements and the consideration of consortiums for this tender. This will enable broader participation and bring in a wider range of expertise	As per RFP
4	Infosys Limited	1	Section 2, Pages 5-8	SI is responsible for Application Deployment, O&M for Application & Underlying Infra, Helpdesk for Internal Users, Provisioning & Management of Software License and CCCC. Maintenance of Applications is mentioned with DoP as main stakeholder	1. Since maintenance of applications is mentioned under both - SI and DoP, who will actually be responsible for it and how will the responsibilities be divided? 2. Who will own the source code, release mgmt, overall program management etc and will there be a transition from DoP to SI for this? What will be the duration of the transition phase? 3. Who will be handling complete development - Is it DoP's own team? RFP refers to SI resources may be utilized in this. How will be the responsibility segregation between DoP and SI for this activity? 4. Without proper KT or being part the development process, is SI expected to directly get into Application Deployment? 5. What are the timelines for current development to be over and O&M phase to start? 6. Who will be responsible for handling enhancement / (major / minor) change requests during the support period?	1) SI shall be responsible for provisioning of resources for augmenting the DoP team. The responsibility of ensuring quality resources shall be with SI. DoP shall be responsible for the overall solution. 2) Ownership shall lie with DoP. SI team shall work under the guidance of the DoP Team. 3) SI team shall work under the guidance of DoP Team 4) DoP Team shall provide KT to the SI Team 5) Development for Phase 1 is complete and O&M will start in parallel with the Onboarding of the SI team. 6) Subsequent development phases shall be undertaken once the SI team is onboarded under the guidance of DoP Team.
5	Infosys Limited	2	Page 96, section 4.27.6	The bidder who has submitted the lowest commercial bid, shall be selected as L1 and shall be called for further process leading to the award of contract.	It is requested to change the final evaluation from current Lowest commercial bid (L1) to QCBS (80:20)	As per RFP
6	Infosys Limited	3	Section 3, Page 51 onwards	Minimum experience for L2 (Sr Engineer) resource is 5 years	It is requested to remove the minimum experience criteria for L2 resources. Bidder should be allowed to deploy his own team with minimum experience criteria. Bidder will be bound by SLA / Penalty clauses	Please refer to Annexure B of the corrigendum
7	Infosys Limited	4	Section 3, Page 51 onwards	Minimum experience for L3 SME resource is 7 years	It is requested to remove the minimum experience criteria for L3 resources. Bidder should be allowed to deploy his own team with minimum experience criteria. Bidder will be bound by SLA / Penalty clauses	Please refer to Annexure B of the corrigendum
8	Infosys Limited	5	Section 3, Page 51 onwards	Minimum experience for resources under category "Resource – Architect/ Lead" is 10 years	It is requested that, minimum experience level of these resources should be changed to 7 years with minimum experience in respective role to 4 years. Bidder should be allowed to deploy his own team with minimum experience criteria. Bidder will be bound by SLA / Penalty clauses	Please refer to Annexure B of the corrigendum
9	Infosys Limited	6	Section 3, Page 55	Minimum experience for resources under category "Helpdesk Resources" is 2 years	It is requested that, minimum experience level requirement should be removed for these roles. Bidder should be allowed to deploy his own team with minimum experience criteria. Bidder will be bound by SLA / Penalty clauses	Please refer to Annexure B of the corrigendum
10	Infosys Limited	7	Section 2, Page 6	NIC shall provision IT infrastructure, including compute, storage, backup, and security services, on the NIC Meghraj Cloud, aligned with the application landscape and environment requirements. NIC will also provide essential infrastructure components such as virtual machines (VMs), containers, storage, networking, and other resources, with the capability to scale them as needed.	Request to share the SLA's agreed with NIC Meghraj	The details will be shared with the selected bidder
11	Infosys Limited	8	section 5.3, Page 70	Manpower deployment to be agreed with DoP at the start of the project and during each year. DoP will issue instructions in writing and the dates will start from issuance of those instructions by DoP.	Does it mean that, DoP may reduce the quantity of minimum resource required? It is expected that, DoP will give at least 2 months notice for any new deployment or deboarding of the resources. Kindly confirm. Can you please share minimum commitment from the resourcing perspective at any given time	DoP shall optimally size the team as per requirements. Refer to Section 4.2 Service Level Agreement – Operational SLA - SLA Number - Deficiency of Human Resources Refer to Section 4.2 Service Level Agreement – Operational SLA - SLA Number 9 - New manpower requirement fulfilment

12	Infosys Limited	9	Section 4.28, Page 97	DoP may change the quantity. The successful Bidder shall not object to the upward or downward variation in quantities of any item.	Does it mean that, DoP may reduce the quantity of minimum resource required? It is expected that, DoP will give at least 2 months notice for any new deployment or deboarding of the resources. Kindly confirm. Can you please share minimum commitment from the resourcing perspective at any given time	DoP shall optimally size the team as per requirements. Refer to Section 4.2 Service Level Agreement – Operational SLA - SLA Number - Deficiency of Human Resources Refer to Section 4.2 Service Level Agreement – Operational SLA - SLA Number 9 - New manpower requirement fulfilment
13	Infosys Limited	10		The SI shall procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals	Can you please explain the regulatory and governmental licenses aspect? What are the possible examples?	These are the licenses , clearances , approvals necessary to perform the services related to it acting as a Systems Integrator (Postal and related applications) and refers to refers to any authorizations that the System Integrator (SI) must obtain to legally provide the services outlined in the RFP. These licenses and approvals ensure that all operations comply with relevant laws and regulations as a technology service provider/ systems integrator. Examples include but not limited to- Telecommunications Licenses,Data Protection and Privacy Approvals, Import/Export Licenses., Environmental Permits, Local Government Permits, Any other licenses specific to the postal and logistics industry or required by the Department of Posts (DoP) for the services proposed.
14	Infosys Limited	11	Section 2.2.6, Page 18	All the manpower resources shall be made available at DoP premises as per the location requirements mentioned by DoP.	Can you please suggest the cities where resources need to be deployed for each requirement	Bengaluru/Mysuru as per the DoP decision.
15	Infosys Limited	12	Section 2.5.1, Page 30	DoP Tech Stack has a last column called SI Support	1. SI Support currently has values like Community Edition, Enterprise Edition and blank. Is this the current Support version from the OEM and SI needs to take Enterprise Edition for all the tech stack, as per RFP requirement? Kindly confirm	SI is required to procure Enterprise Licenses for the products listed as in the RFP
16	Infosys Limited	13	Section 5.2, Page 105	Experience in managing Centralized Command and Control Centre (CCCC) for operations	Request you to allow OEM credential as well to satisfy the PQ requirement	As per RFP
17	Infosys Limited	14	Section 5.3, Page 107	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years: <input type="checkbox"/> Experience in providing cloud managed services	Request you to change the clause as below. The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years: - Experience in providing cloud managed services Upto 1 project - 10 marks Upto 2 projects - 20 marks	Please refer to the corrigendum
18	Infosys Limited	15	Section 1.21.14, Page 209	Compliance with laws: Each Party will comply with all applicable laws of India along with applicable export and import laws and regulations.	It is requested that, DoP will intimate the bidder for any change in law	DoP will endeavour to keep the bidders informed, it is the SI's responsibility to ensure compliance with laws.
19	Infosys Limited	16	Section 1.14.4, Page 193	Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.	It is requested to add following clause - Any such incremental cost will be capped to 100% of the impacted milestone.	Please refer to the corrigendum
20	Infosys Limited	17	Section 1.14.5, Page 193	The liability of SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement.	It is requested that, The liability of SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed annual revenue under this Agreement.	As per RFP
21	Infosys Limited	18	Section 1.13.3, 1.13.4, Page 189, 190	Termination rights is only for DoP	Termination rights should also be provided to bidder for material breach by DoP like non payment of invoices on time or delay in the payment.	As per RFP
22	Infosys Limited	19	Section 4, Page 68	Payments will be made every quarter.	Request you to change the payment from quarterly to monthly	As per RFP

23	Infosys Limited	20	Section 4, Page 68	Days: All Working and Non-working days (365 days in a calendar year	Please suggest a working days for different roles to be deployed for DoP project. It is assumed that, Architects / Leads, L3 teams need to work on 8*5 basis. Pls confirm. What will be the service window for Helpdesk and L2 resources?	Refer to Section 2.2.5 and Section 3
24	Infosys Limited	21	Section 6	For CCCC requirements, capex payment milestones are divided based on different stages	For CCCC requirements, pls give 100% capex payment on delivery of material. Opex payment can be divided based on different milestones	As per RFP
25	Infosys Limited	22	Page 60	DR Drills in the event of DC-DR approach.	Except for Softwares and CCCC Infra, other third party components are sized and provisioned by NIC. In that case, why is DR Drill a SLA for the SI?	Refer to Section 2.3.2 - SI roles and responsibilities - Supporting DR Drill activities annually as per DoP requirements
26	Infosys Limited	23	Page 63, Section 4.3	Service Level Agreement - CCCC	Quite a few SLA adherence of CCCC may depends on actual application or Infra issues. Whenever SI is not the owner of corresponding Application or Infra due to which SLA breach has happened, it is assumed that, such SLA breaches will not be considered in penalty calculation for the SI	As per RFP
27	Infosys Limited	24	Point 1, Page 10, Section 2.2.2	Automation of Testing	automation of Testing) under section 2.2.2 puts teh automation for performance and security testing under the scope of SI. Please clarify.	Performance and Security testing shall be inherent part of the development and SI team shall be responsible for following the laid out procedures.
28	Infosys Limited	25	Point 5, Page 11, Section 2.2.3.1	Compatibility Testing	Stakeholder responsible for this activity is not defined	SI team shall support for Compatibility testing
29	Infosys Limited	26	Point 7a, 7b & 7e, Page 12, Section 2.2.3.1	Performance, Scalability and Load Test	There will be no role of SI for 7a, 7b & 7c, except for providing the asked resources on T&M Please confirm	7a and 7b shall be undertaken by Third party security agency. 7e SI team shall support in conducting the UAT
30	Infosys Limited	27	Point 7c, Page 12, Section 2.2.3.1	Performance, Scalability and Load Test	Any observations will need to be informed by SI to DOP and DOP will take it up with NIC till addressal. Please confirm	SI team shall work under the guidance of DoP team
31	Infosys Limited	28	Point 4, Page 14, Section 2.2.4.4	Deployment Process: The automated deployment process shall involve rolling out changes to a small subset of users or services befor a full-scale deployment	The subset of users will always be same set of users or it may change with every deployment. Please clarify	It may vary as per the functionality
32	Infosys Limited	29	Point 5, Page 17, Section 2.2.6	DoP may on-board any third-party services. System Integrators, procure infrastructure, tools/software for its operations at any point of the contract. Without any prejudices the System Integrator shall support all the above and manage the entire operations on behalf of DoP as a System Integrator.	For any new third party service, infra, tools, software SI will need to get into support contract with OEM, which will need additional cost and will be passed on to DOP. Please confirm	SI team shall work under the guidance of DoP team, any support required shall be in terms of resources on T&M basis for these services..
33	Infosys Limited	30	Point 14, Page 17, Section 2.2.6	The System Integrator shall provision & manage the resources to maintain the DoP applications along with the DoP tech team.	Will provide resources as per the ask in RFP document. Any additional resource will be provided on T&M. Please confirm.	All the resources listed in the RFP under Section 3 shall be on T&M
34	Infosys Limited	31	Point 15, Page 17, Section 2.2.6	DoP may get the required application developed through third-party System Integrators based on the urgency and requirements. The System Integrator is required to manage those applications by providing suitable resources as and when requested by the DoP	Initial 3 months support should be done by third party, during which knowledge transfer should be done to SI, for SI to take over support. Any additional resources required to support it (as and when asked by DOP) will be provided on additional T&M cost. please confirm	SI team shall work under the guidance of DoP team, any support required shall be in terms of resources on T&M basis for these services..
35	Infosys Limited	32	Point 2 vi, Page 18, Section 2.2.6	Test Results: Evidence of successful testing in the CI/CD pipelines, including unit tests, integration tests, and user acceptance tests (UAT) that demonstrate the changes meet quality standards	Respective stakeholders performing these tests will need to provide evidences to SI	As per RFP
36	Infosys Limited	33	Point 1, Page 23, Section 2.3.3	Mysuru Development Center	Please provide EOS & EOL (end of life) of each infra item that needs to be used and supported by SI. Also confirm if any additional infra required at Mysuru DC for operations will be purchased by DOP or will need to be purchased by SI at additional cost post approval from DOP	Please refer Annexure A of the corrigendum
37	Infosys Limited	34	Point a, Page 27, Section 2.4.2	Report and monitor Service Level Agreements (SLAs) of various System Integrators for DoP, NIC Meghraj Cloud, Network SI etc. as specified in Stakeholders list.	SI should be responsible only for reporting and monitoring the SLAs applicable to SI. Please confirm.	As per RFP
38	Infosys Limited	35	Resource-L3, Page 52, Section 3	>7 years of hands-on experience	It should be more than 3 years of Hands-on experience	Please refer to Annexure B of the corrigendum
39	Infosys Limited	36	Resource-L2, Page 53, Section 3	>5 years of hands-on experience	There should be no minimum limit on experience	Please refer to Annexure B of the corrigendum
40	Infosys Limited	37	Helpdesk Resources, Page 54, Section 3	>2 years of hands-on experience	There should be no minimum limit on experience	Please refer to Annexure B of the corrigendum
41	Infosys Limited	38	SLA Point 4, Page 59, Section 4.2	DR drill in the event of DC-DR approach	SI should be responsible for these drills only for items under scope of SI and not any scope of DOP and/or its other partners/vendors	As per RFP
42	Infosys Limited	39	SLA Point 7, Page 60, Section 4.2	L1 manpower should be readily available round the clock, 365 days a year, stationed on DoP premises, in strict accordance with the terms of the contract	Please share the details of DOP premises	Refer Section 2.1

43	Infosys Limited	40	SLA Point 9, Page 60, Section 4.2	Number of days required to fulfil new manpower requirements proposed by DoP - 30 days from the date of request of deployment	It should be 90 days from the date of request	As per RFP
44	Infosys Limited	41	Application Deployment, Page 6	The resources provided by SI will create a deployment plan that outlines the steps for launching the application. After deployment, the SI will provide support to monitor the application's performance and report any issues that arise.	It is assumed that DOP will ensure the readiness of tested code for deployment in production along with deployment document prepared jointly by DOP and resources provided by SI. SI will not be responsible for code quality and successful running of functionality if deployment is done as per the deployment document. Please confirm.	As per RFP
45	Infosys Limited	42	ECMS Tools, Page 34, Section 2.5.3	Scalable from 10+ Concurrent Users to 1000s of Concurrent Users	It is assumed that maximum concurrent users will 99,999. Please confirm	As per RFP.
46	INNSPARK SOLUTIONS PRIVATE LIMITED	1	2.3 2.3.1 Management of cloud services (NIC Cloud DC/DR/Mysuru Development Centre) Page No: 19 4.3 Service Level Agreement - CCCC Page No:		Kindly clarify where DOP intends for the SIEM and SOAR solutions to be hosted—whether on the NIC Meghraj Cloud (as part of the cloud services management for NIC Cloud DC/DR/Mysuru) or at the Centralized Command and Control Centre (CCCC) at the CEPT Headquarters in Bengaluru. This information will help in determining the appropriate infrastructure setup and service delivery model for the solutions.And Also confirm if the monitoring of the SIEM solution should be performed from CCCC.	SIEM and SOAR to be deployed on NIC Meghraj Cloud which shall be monitored through CCCC
47	INNSPARK SOLUTIONS PRIVATE LIMITED	2	2.2.6 Operation and Management, Page No: 16 2.5 Software Licenses, Page 29 and 30	3.DoP has emphasized openness and neutrality for which the DoP technology stack is primarily built on open-source technology components. Open-Source technology shall continue to be the norm for technology choices for future enhancements to the DoP technology platform. 4. Additionally, Open-Source technologies with enterprise support shall be preferred wherever available. The details of the DoP Tech Stack for IT 2.0 are given in Section 2.5.1. 2.5 Software Licenses The System Integrator shall provide comprehensive managed services including renewals, upgrades, and patch updates, which include but are not limited to: 16. SIEM tool - To be proposed by Bidder 17. SOAR - To be proposed by Bidder	Adopting open-source technologies can incur hidden costs due to complex integrations, limited customization options, and challenges in maintenance, updates, and upgrades, potentially rendering them less scalable to address current threat landscapes and more susceptible to vulnerabilities. While the Enterprise level Big Data platforms provide comprehensive, end-to-end solutions with advanced features, and enhanced security, seamless scalability, mitigating from sophisticated cyber threats. For critical business operations, prioritizing these Enterprise-grade platforms reduces risk and ensures optimal performance. Kindly requesting DOP to allow the participation of Enterprise level OEM's of SIEM and SOAR solutions offerings.	SIEM and SOAR tools to be proposed by the bidder which best fit the DoP requirements
48	INNSPARK SOLUTIONS PRIVATE LIMITED	3	2.3.2.3 Supply, Install, configure and management of SIEM and SOAR solution, Page 22	c. Log Management and Retention: Ensure efficient management, storage, and retention of log data in compliance with regulatory requirements and organizational policies.	Kindly confirm if the log retention policy for DOP are expected to aligned with the CERT-In recommendation of maintaining an online log retention period of 180 days. Additionally, please specify the duration for which logs are expected to be retained offline to ensure compliance with regulatory and operational requirements. If no,Kindly clarify if the DOP has any specific requirement in log retention policies.	As per DoP Policy which shall be shared with the selected bidder.
49	INNSPARK SOLUTIONS PRIVATE LIMITED	4	2.3.2.3 Supply, Install, configure and management of SIEM and SOAR solution, Page 22	The SI is required to implement a SIEM solution capable of aggregating, correlating, and analyzing security alerts, events, and logs generated across DoP IT 2.0 ecosystem. The SI to ensure compliance with IT security standards and continuously monitor threats and log data produced by various devices and subsystems of DoP 2.0 IT solution.	Kindly provide the events per second (EPS) for SIEM and the number of Analyst license for SOAR solution.This information is crucial for determining the appropriate license and ensuring that the platform meets the specified requirements accurately.	Approx:1000 to 1500 EPS (Considering PMA & BO Devices 3.5 lakh Devices,3 lakh users, 40 micro services)

50	Kyndryl Solutions Pvt.Ltd	1	Volume 2- Instructions to Bidders, Eligibility, Past Experience, pg 31	<p>The Bidder must demonstrate experience in the following areas:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Execution and completion of projects involving the deployment and management of application solutions and <input type="checkbox"/> Experience in provisioning / developing and support services for open source-based software solutions and <input type="checkbox"/> Experience in providing cloud managed services for any Govt. organization/PSUs in India with project value over the last Five years i.e. the current financial year and the last five financial years: - <ol style="list-style-type: none"> 1. Three similar completed projects of value not less than 100 Crore Rupees; or 2. Two similar completed projects of value not less than 150 Crore Rupees; or 3. One similar completed project of value not less than the amount equal to 250 Crore Rupees. <p>Note: If all the three areas are not met in one project the bidders can share maximum three projects where the above 3 areas are included independently or cumulative. The financial value criteria to be considered either for one project or two / three projects cumulatively as the case may be.</p>	<p>The Bidder must demonstrate experience in the following areas:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Execution and completion of projects involving the deployment and management of application solutions and <input type="checkbox"/> Experience in provisioning / developing and support services for open source-based software solutions and <input type="checkbox"/> Experience in providing cloud managed services for any Govt. organization/PSUs / Enterprise in India with project value over the last Five years i.e. the current financial year and the last five financial years: - <ol style="list-style-type: none"> 1. Three similar completed projects of value not less than 100 Crore Rupees; or 2. Two similar completed projects of value not less than 150 Crore Rupees; or 3. One similar completed project of value not less than the amount equal to 250 Crore Rupees. <p>Note: If all the three areas are not met in one project the bidders can share maximum three projects where the above 3 areas are included independently or cumulative. The financial value criteria to be considered either for one project or two / three projects cumulatively as the case may be.</p>	Please refer to the corrigendum
51	Kyndryl Solutions Pvt.Ltd	2	Volume 2- Instructions to Bidders, Eligibility, Experience in managing Centralized Command and Control Centre (CCCC) for operations, pg 32	The Bidder shall have experience in at least three Projects in Provisioning and management of the Centralized Command and Control Centre (CCCC) for organizations in India, over the last five years i.e. the current financial year and the last five financial years in any of the projects submitted for the experience under this RFP.	The Bidder shall have experience in at least three Projects in Provisioning and management of the Centralized Command and Control Centre (CCCC) for organizations in India, over the last five years i.e. the current financial year and the last five financial years in any of the projects submitted for the experience under this RFP.	As per RFP
52	Kyndryl Solutions Pvt.Ltd	3	Volume 2- Instructions to Bidders, Tech Eval Criteria, point 1, pg 34	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years: <input type="checkbox"/> Experience in provisioning / developing and support services for open source-based software solutions	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs / Enterprise, in over the last Five years i.e. the current financial year and the last five financial years: <input type="checkbox"/> Experience in provisioning / developing and support services for open source-based software solutions	As per RFP
53	Kyndryl Solutions Pvt.Ltd	4	Volume 2- Instructions to Bidders, Tech Eval Criteria, point 2, pg 34	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years: <input type="checkbox"/> Execution and completion of projects involving the deployment and management of application solutions	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs / Enterprise, in over the last Five years i.e. the current financial year and the last five financial years: <input type="checkbox"/> Execution and completion of projects involving the deployment and management of application solutions	As per RFP
54	Kyndryl Solutions Pvt.Ltd	5	Volume 2- Instructions to Bidders, Award of Contract, pg 25	DoP will award the Contract to the Bidder (i.e., "L1 bidder"), whose proposal has been determined to be substantially responsive.	We request DOP to make it to QCBS based award criteria.	As per RFP
55	Kyndryl Solutions Pvt.Ltd	6	Volume 2- Instructions to Bidders, Tech Eval Criteria, point 3, pg 34	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years: <input type="checkbox"/> Experience in providing cloud managed services	The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs / Enterprise, in over the last Five years i.e. the current financial year and the last five financial years: <input type="checkbox"/> Experience in providing cloud managed services	Please refer to the corrigendum
56	Kyndryl Solutions Pvt.Ltd	7	Volume 2- Instructions to Bidders, 1 (Confidentiality and NDA), 6.2.14, pg 61	DoP and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties".	The bidder proposes that this clause be mutually applicable to the parties as the bidder will also share its own confidential and non public information with DoP as part of the contract	As per RFP

57	Kyndryl Solutions Pvt.Ltd	8	Volume 2- Instructions to Bidders,Indemnification, 5.3, pg 68	Indemnification	Bidder proposes deletion of this clause from NDA as the same is already covered in the MSA of Volume 3	This is DoP's standard format for NDAs aligned with ISMS Policy. As per RFP.
58	Kyndryl Solutions Pvt.Ltd	9	Volume 3- Master Services Agreement,Definition, 1.1.1, pg 3	Confidential Information	Bidder proposes deletion of c personal data, trade secret, sensitive personal data as these will not be collected by the bidder during the performance of its obligations under the contract. Bidder request addition of the below sentence to the clause: Confidential Information disclosed by the recipient shall be marked with a restrictive legend	As per RFP
59	Kyndryl Solutions Pvt.Ltd	10	Volume 3- Master Services Agreement,Condition Precedent, 1.5 (c), pg 11	Key performance measurement	Any form of modifications must be agreed to by both the parties, especially if there any amendments to the agreement. This is in keeping with the principles of contracts where in there has to be an offer and acceptance. Similarly for any modifications/ changes or amendments, it will have to be necessarily executed by both the Parties to ensure that the arrangements is binding. With this explanation, bidder request modification to the said clause as under: The DoP Parties shall mutually agree reserves the right to amend any of the terms and conditions concerning the Agreement / Service Specifications and may issue including any additional scope such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. If the suggested amendments or new directions require the SI to provide more resources, outside the agreed scope of work, the DoP shall bear mutually agreed additional expenses for the same.	Please read clause on Amendmnet i.e clause 1.21.7 which is self explanatory. As per RFP
60	Kyndryl Solutions Pvt.Ltd	11	Volume 3- Master Services Agreement, Key performance measurement, 1.5.2, pg 12	Liquidated Damages and Service Levels	Internal comment: Pricer to review. LD is not defined specifically but is linked to penalty under SLA further,DoP reserves the right to terminate the contract if the penalties exceed more than 10% of the quarterly bill in consecutive three months.	No Response required
61	Kyndryl Solutions Pvt.Ltd	12	Volume 3- Master Services Agreement, Events of Default, Termination and Suspension,1.132.ii, pg 21	Events of Default by SI	The Bidder proposes that DoP may terminate the contract only in the event the bidder is unable to cure a material breach within the notice period of 90 days provided under a written notice.	Please refer to the corrigendum
62	Kyndryl Solutions Pvt.Ltd	13	Volume 3- Master Services Agreement, Events of Default, Termination and Suspension,1.132.v, pg 21	Consequences for Events of Default	We request indemnity be invoked as per the se Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the SI that may have resulted from such default and pursue such other rights and/or remedies that may be available to the DoP under law	As per RFP
63	Kyndryl Solutions Pvt.Ltd	14	Volume 3- Master Services Agreement, Events of Default, Termination and Suspension,1.13.4, pg 23	Termination for Convenience	The Bidder proposes deletion of DoP's right to terminate the contract for convenience.	As per RFP
64	Kyndryl Solutions Pvt.Ltd	15	Volume 3- Master Services Agreement, Indemnification & Limitation of Liability, 1.14.1, pg 25	General Indemnity	Bidder wished to discuss this clause with you and request that the indemnity providsions be limited to third party claims only. Bidder further request deletion of the following portion of the clause: The Indemnifying Party shall also indemnify Indemnified Party from and against all direct monetary losses, damages etc. arising out of any defect, fault, deficiency in the applications, software licenses, hardware and other components of the Project provided and/or maintained by the Indemnifying Party or any of its sub-contractors etc. Further, Indemnifying Party shall protect and fully indemnify and keep Indemnified the Indemnified Party from all claims, damages or compensation for infringement under the provisions of the Digital Personal Data Protection Act, 2023.	As per RFP
65	Kyndryl Solutions Pvt.Ltd	16	Volume 3- Master Services Agreement, Indemnification & Limitation of Liability, 1.14.3, pg 26	Conditions for Indemnity	Bidder request deletion of this clause	As per RFP
66	Kyndryl Solutions Pvt.Ltd	17	Volume 3- Master Services Agreement, Indemnification & Limitation of Liability, 1.14.4, pg 27	Risk Purchase	Bidder request deletion of this clause	Please refer to the corrigendum

67	Kyndryl Solutions Pvt.Ltd	18	Volume 3- Master Services Agreement, Indemnification & Limitation of Liability, 1.14.5, pg 27	Limitation of liability	<p>Bidder request following modification to the clause:</p> <p>i. The liability of SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed amount of any actual direct damages incurred by DoP up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Services that is the subject of the claim, regardless of the basis of the claim. one-time the total contract value payable under this Agreement.</p> <p>ii. The liability of the DoP (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the SI under this Agreement.</p> <p>iii. Except as otherwise provided herein, in no event shall either party be liable for any economic or consequential, incidental, exemplary, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings), even if it has been advised of their possible existence.</p> <p>iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not apply to the damages that cannot be limited under applicable law indemnification obligations set out in this Clause and breach of Clauses 4.14.3 (Security and Safety), 4.16 (Confidentiality) and third party payments related to breach of Intellectual Property Rights of a third party. If a third party asserts a claim against DoP that Services acquired under the Agreement infringes a patent or copyright, SI will defend Client against that claim and pay amounts finally awarded by a court against DoP or included in a settlement approved by SI. To obtain SI's defense against and payment of infringement claims, Client must promptly: i) notify SI in writing of the claim; ii) supply information requested by SI; and iii) allow SI to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. SI's defense and payment obligations for infringement claims extend to claims of infringement based on open source code that SI selects and embeds in a standard Service.</p>	As per RFP
68	Kyndryl Solutions Pvt.Ltd	19	Volume 3- Master Services Agreement, Force Majeure, 1.15.4 .ii , pg 28	Allocation of costs arising out of Force Majeure	<p>Bidder proposes following modification to the clause: Except for the payment obligations for the services rendered by the SI to DoP, upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and ttributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows</p>	As per RFP
69	Kyndryl Solutions Pvt.Ltd	20	Volume 3- Master Services Agreement, Confidentiality, 1.16, pg 29	Confidentiality	<p>The bidder proposes that this clause be mutually applicable to the parties as the bidder will also share its own confidential and non public information with DoP as part of the contract.</p>	As per RFP
70	Kyndryl Solutions Pvt.Ltd	21	Volume 3- Master Services Agreement, Audit, Access and Reporting, 1.17 i. and ii, pg 31	Audit	<p>Bidder proposes following modification the sub clause: (i) Except for the internal books of accounts, other clients information and other non related document, the DoP may demand and upon such demand being made, the DoP shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the Project. (ii) Bidder proposes to add the following line to the end of the paragraph: Provided that no more than one such audit be conducted in a calendar year.</p>	As per RFP
71	Kyndryl Solutions Pvt.Ltd	22	Volume 3- Master Services Agreement, Ownership and Intellectual Property Rights, 1.18, pg 31	Ownership and Intellectual Property Rights	<p>Bidder proposes to retain an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials/ services delivered to DoP</p>	As per RFP
72	Kyndryl Solutions Pvt.Ltd	23	Volume 3- Master Services Agreement, Warranty, 1.19.1, pg 32	Standard	<p>Bidder would like to clarify that Bidder warrants that it provides Services using commercially reasonable care and skill and as described in the applicable TD, including any completion criteria, Project Materials will comply with the applicable TD at the time of delivery. The warranty for a Service ends when the Service ends.</p> <p>Bidder does not warrant uninterrupted or error-free operation of Services or that Bidder will correct all defects. While Bidder endeavors to provide security measures to keep all data secure, Bidder does not warrant Kyndryl can prevent third party disruptions or unauthorized third party access to Services. These warranties are the exclusive warranties from Kyndryl and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Bidder warranties will not apply if there has been misuse, modification, damage not caused by Bidder, failure to comply with written instructions provided by Bidder. Non-Bidder Products are sold under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client for Non-Bidder Products.</p> <p>Bidder further likes to clarify that no software or a product will be supplied as part of the scope hence the</p>	Query shared by bidder is not clear
73	Kyndryl Solutions Pvt.Ltd	24	Volume 3- Master Services Agreement, Miscellaneous, 1.21.3, pg 37	Sub-Contractor	<p>Bidder proposes indemnity provisions to be limited to specific indemnity clause captured at 1.14.1</p>	As per RFP

74	Kyndryl Solutions Pvt.Ltd	25	Volume 3- Master Services Agreement, Miscellaneous, 1.21.4, pg 38	Assignment	Bidder may assign rights to receive payments.Bidder will remain responsible to perform its obligations. Assignment by Bidder in conjunction with the sale of the portion of 's business that includes a Service is not restricted. Kyndryl may share this Agreement and related documents in conjunction with any assignment	As per RFP
75	Kyndryl Solutions Pvt.Ltd	26	Volume 3- Master Services Agreement, Miscellaneous, 1.21.9, pg 40	Compliance with Applicable Law	Bidder wishes to inform that Bidder will comply with the law applicable to it as an IT Service Provider.	Query is not clear
76	Kyndryl Solutions Pvt.Ltd	27	Volume 3- Master Services Agreement, Miscellaneous, 1.21.14	Governing Law and Dispute Resolution	Bidder request arbitration be referred to institutional arbitration which comprises of experienced professionals in resolving enterprises. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (each a "Dispute") shall be referred to the Delhi International Arbitration Centre and finally resolved by arbitration in accordance with the Delhi International Arbitration Centre (Arbitration Proceedings) Rules (the "DIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English. The seat of arbitration shall be New Delhi. The arbitral tribunal shall consist of three arbitrators appointed in accordance with the DIAC Rules. The arbitrators so appointed: (i) shall be fluent in English; (ii) shall be a licensed and independent legal practitioner or retired judicial member with experience handling with over 20 years' experience handling commercial disputes in the IT/ITeS sector.	As per RFP
77	LTIMindtree Ltd.	1	RFP Vol-III, Section 5.1, Page-69, Timelines for Manpower for Application Deployment & Management and Cloud Services	Deployment of Manpower- 30 days from the request by Dop	Suggested Change: 45 working days from the request by DoP.	As per RFP
78	LTIMindtree Ltd.	2	RFP Vol-III, Section1.14.4, Page-193, Risk Purchase	If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the SI under this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk and responsibility. Any incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.	Suggested Change: If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the SI under this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk and responsibility, where the cost of the substitute vendor/alternative source shall be limited to the fees payable to SI for the breached portion of Services provided to DoP" Reason: The cost of the substitute third party vendor's need to be capped.	Please refer to the corrigendum
79	LTIMindtree Ltd.	3	RFP Vol-III, Section1.13.4, Page-189, Termination for Convenience	The DoP may, by written notice of 60 (sixty) days sent to the SI, terminate the Agreement, in whole at any time for its convenience. The notice of termination shall specify that termination is for the DoP's convenience, the extent to which the performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.	It is suggested to kindly delete the 'Termination for Convenience' clause from this RFP as this is not prevailing in most of the Govt. RFPs.	As per RFP
80	LTIMindtree Ltd.	4	RFP Vol-II, Section 5.2. Minimum Eligibility Criteria, Page-104, Point-8 (a)	Credential Certificate should be signed by the Executive Engineer or equivalent or competent authority of the Govt. organization / PSUs.	It is suggested to suitably modify this & add the following para in the supporting document Column: In case of citations which involve NDA with Clients , Self-Certificate of Completion/ Phase Completion certified by the Company Secretary clearly defining the scope of work, deliverables, and timelines may be provided.	Please refer to the corrigendum
81	LTIMindtree Ltd.	5	RFP Vol-III, Section 1.13.8 Suspension, Page-191	The SI shall, if ordered in writing by the DoP, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time.....	It is suggested to kindly delete the 'Suspension' clause and associated terms from this RFP.	Please refer to the corrigendum

82	LTIMindtree Ltd.	6	RFP Vol-III, Section 1.12.1, Page-184, Terms of Payment (Point e)	Save and except as otherwise provided for herein or as agreed between the Parties in writing, the DoP shall not be required to make any payments in respect of the Services, the Deliverables, obligations and scope of work mentioned in the RFP and this Agreement other than those covered in Schedule IV of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of the performance of obligations under the RFP and Agreement.	It is suggested that the Ancillary and incidental costs of the SOW are not to be included in the costs since it will lead to broaden the scope and make it open ended. The SI can only agree to provide services and shall be paid for the services mentioned as per the RFP given Scope of Work (SOW). The additional ancillary services would be provided only if those ancillary services are explicitly called out in the Agreement.	As per RFP
83	LTIMindtree Ltd.	7	RFP Vol-III, Section 1.12.2, Page No-185, Terms of Payment, C Point	Subject to the accomplishment of obligations of the SI and delivery of the Deliverables and the Services to the satisfaction of the DoP, Payments will be subject to the deduction of applicable liquidated damages or SLA penalties. The penalties are imposed on the SI as per the SLA criteria specified in the SLA.	It is suggested to insert the following clause: 'All such LD/SLAs deductions by the DoP shall be subject to be informed to SI beforehand in writing and the same need to be discussed and mutually agreed upon by both the parties as per the SLAs criteria and defined procedure.'	As per RFP
84	LTIMindtree Ltd.	8	RFP Volume 3- Terms of Payment- 1.12.1 , Page-184	Addition Clause	DoP is requested to insert the following clause thereby providing the clarity pertaining to the timelines of processing the payment: 'Payment shall be made by the DoP within 45 Days of receiving the invoice from the SI.' Additionally DoP can also provide the clarity in how many days the Dept. will process and made the payment to SI (if it exceeds more than 45 days TAT).	Please refer to the corrigendum
85	LTIMindtree Ltd.	9	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 3- Commercial Terms-- Suspension- 1.13.8	(i) The SI shall, if ordered in writing by the DoP, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time. The DoP shall inform the SI about such suspension at least 15 days in advance. The SI shall not be entitled to claim compensation for any loss or damage incurred by the SI because of such temporary suspension of the services for a continuous period of 30 days . An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the SI, if written request for the same is made.	It is suggested to incorporate the following in a suspension clause: 1. The suspension of services by SI shall be for the causes for breach by SI/ the reasons attributable to SI. If the suspension is due to causes attributable to DoP, then the DoP shall pay for the suspension period as well. 2. A prior notice of 30 days is required instead of 15 days notice. 3. The period of suspension shall not exceed 10 days. If the period of suspension exceed 10 days, then DoP shall pay for the same.	Please refer to the corrigendum
86	LTIMindtree Ltd.	10	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 3- Commercial Terms-General Indemnity- 1.14.1	Further, Indemnifying Party shall protect and fully indemnify and keep indemnified the Indemnified Party from all claims, damages or compensation for infringement under the provisions of the Digital Personal Data Protection Act, 2023.	It is to be noted that the DPDP Act 2023 has not been enacted yet. Therefore, It is suggested that the DoP may suitably modify/amend this clause as suggested below: SI to indemnify the Indemnified DoP for all the compliance pertains to personal data protections laws applicable (to the extent of super cap mentioned and covered under the limitation of liability 1.14.5).	As per RFP
87	LTIMindtree Ltd.	11	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 3- Commercial Terms- Limitation of Liability- 1.14.5	(iv) Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 1.11.3 (Security and Safety), 1.16 (Confidentiality) and breach of Intellectual Property Rights of a third party.	It is suggested that all (Security & Safety) and (Data Privacy) related obligations ought to be covered under a separate super cap which may be larger than the general liability cap. Also the exclusions of liability shall be for both parties.	As per RFP

88	LTIMindtree Ltd.	12	RFP Volume 3- Audit-1.17 , Page-197	<p>i. The DoP reserves the right to inspect and monitor/assess the progress of the Project at any time during the course of the Agreement, after providing due notice to the SI. The DoP may demand and upon such demand being made, the DoP shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the Project.</p> <p>ii. The DoP shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the SI of its obligations/functions following the standards committed to or required by the DoP and the SI undertakes to cooperate with and provide to the DoP/ any other agency appointed by the DoP, all documents and other details as may be required by them for this purpose. Any deviations or contraventions, identified as a result of such audit/assessment, would need to be rectified by the SI failing which the DoP may, without prejudice to any other rights that it may have issued a notice of default. The cost of acquisition of deliverables by the SI is out of the purview of audit/inspections.</p>	<p>It is suggested to incorporate the following in the Audit Clause:</p> <ol style="list-style-type: none"> 1. The DoP shall provide 10 business days notice before conducting any audit. 2. The audit shall be excluding internal costing records and profit margins. 3. If a third party auditor is being engaged, then the third party will not be a competitor of SI. 	As per RFP
89	LTIMindtree Ltd.	13	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project) Volume 3- Commercial Terms- Publicity -1.21.5	<p>Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the SI may, upon completion, use the Project as a reference for credential purposes. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that the SI may include the DoP or its client lists for reference to third parties subject to the prior written consent of the DoP. Such approval shall apply to each specific case and relate only to that case.</p>	<p>DoP is requested to modify this clause as follow: SI may use DOP's name and logo or that of any of its divisions or affiliates or otherwise expressly or impliedly refer to any of them in any internal or external promotional literature, press release or other form of public disclosure limited to the purpose of disclosing that SI is providing services to the DoP. No further information that is Confidential Information under this Agreement may be disclosed without prior written consent of the DOP. DOP may also be asked to act as a reference for SI in its bids to other clients or potential new clients of SI and DoP shall provide its consent or refusal to do so within fourteen (14) days upon raising such request.</p>	As per RFP
90	LTIMindtree Ltd.	14	RFP Volume 2- 5.3. Technical Evaluation Criteria (point-3) , Page-107	<p>The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs, in over the last Five years i.e. the current financial year and the last five financial years:</p> <p><input type="checkbox"/> Experience in providing cloud managed services</p>	<p>Suggested Change: The Bidder number of years of experience as an entity in India for any Govt. organization/ PSUs/ BFSI/ Enterprise in over the last Five years i.e. the current financial year and the last five financial years:</p> <p><input type="checkbox"/> Experience in providing cloud managed services</p> <p>Reason: The adoption of cloud in the BFSI/Enterprise segment is much more advanced and the bidder's capability, maturity & experience in providing the cloud services can be seen and demonstrated from any of these mentioned aforesaid entities.</p>	Please refer to the corrigendum
91	LTIMindtree Ltd.	15	RFP Volume 2-5.2. Minimum Eligibility Criteria (point-8b) , Page-105	<p>Experience in managing Centralized Command and Control Centre (CCCC) for operations</p>	<p>As per the RFP document including the SLAs for CCCC, we understand that one of the major component of CCCC is SIEM and SOAR, which is essentially one of the key component of a Security Operations Center (SOC) apart from many other things at SOC like Incident Response Team, Threat Intelligence, Log Management, Vulnerability Management, End Point Detection and Response etc.. Therefore, can we assume that the experience in managing CCCC (subset) or experience in managing SOC (superset) is same for the purpose of providing the existing credentials in terms of definition perse?</p>	As per RFP

92	LTIMindtree Ltd.	16	RFP Volume 2- Section 4.7, Sub-Contracting-Page Number-81	Subcontracting is allowed only for helpdesk services and Centralized Command and Control Centre (CCCC) and the details for the same needs to be disclosed in the technical proposal.	<p>Suggested Clause: Subcontracting is allowed only for helpdesk services and Centralized Command and Control Centre (CCCC) and the details for the same needs to be disclosed in the technical proposal.</p> <p>Reason: CCCC primarily manages SIEM and SOAR, which are critical components in modern cybersecurity and an integral part of any modern day SOC. The same must not be allowed to be outsourced/ subcontracted by SI under any circumstances.</p>	<p>Centralized Command and Control Centre (CCCC) shall be established as National Operations Center with the requirements</p> <ol style="list-style-type: none"> Monitor entire ecosystem DoP's IT 2.0 applications, network, cloud services and field setup. Provide the health and availability of application, underlying IT infra services, and network and network connectivity. <p>The Key Objectives of establishing CCCC are</p> <ol style="list-style-type: none"> Escalate problems to appropriate stakeholders as per the agreed escalation matrix. Verify Service Level Agreements (SLA) and expectations. Analyze application traffic, network traffic, bandwidth utilization, and configure alerts/reports. Provide real-time, at-a-glance insights into the DoP Network, Infrastructure, and Applications. <p>Security is inherent to the Cloud Service provider who is going to host the SI Postal & Logistics application and no separate SOC is planned to be established. However to ensure security in addition being provided by CSP additional security tools are being provisioned which will help in the monitoring of the Infra, Applications, Network etc. The Sub-contracting work is allowed for setting up of the CCCC, which shall include SIEM and SOAR to be procured from OEMs. The team to be deployed for operations and maintenance shall be on the payrolls of the bidder and not of any third party.</p>
93	LTIMindtree Ltd.	17	RFP Volume 1- Section 2.3.3, Mysuru Development Centre-Page Number-24	The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs.	<p>(1) PI provide the purpose/ clarity of running which all operations using existing IT Infra by SI?</p> <p>(2) Who is currently managing this IT Infra?</p> <p>(3) PI provide the details on 'End of Life' , 'End of Sales' & 'End of Support' pertaining to this IT Infra (each component wise)?</p> <p>(3) What all applications are currently deployed on this Infra and who is managing that?</p> <p>Note: The new SI will be at disadvantaged position because it won't be having iota of inputs related to the condition of IT Infra and also will not have any access & privilege to the special AMC contract rates currently being enjoyed by an incumbent vendor. Therefore, for the sake of parity and justice, it is kindly requested to keep this portion outside the scope of new SI.</p>	<ol style="list-style-type: none"> A Few Production applications are running on this Infra. The IT infra is being managed by CEPT team. List attached(Annexure-A). Postal Logistics and HR applications.
94	LTIMindtree Ltd.	18	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 3- Commercial Terms-(Effects of Termination)- 1.13.5(iii), Page -190	Where the termination of the Agreement is before its stipulated term on account of a Default on the part of the SI or because the survival of the SI as an independent corporate entity is threatened/has ceased, the DoP shall pay the SI for that part of the Services which have been authorized by the DoP and satisfactorily performed by the SI up to the date of termination.	<p>It is suggested to incorporate the following in this termination clause:</p> <p>Where the termination of the Agreement is before its stipulated term on account of a Default on the part of the SI or because the survival of the SI as an independent corporate entity is threatened/has ceased, the DoP shall pay the SI for that part of the Services which have been authorized by the DoP and satisfactorily performed by the SI up to the date of termination along with the payment due for the services provided to DOP, the SI shall also be paid for termination compensation which includes the loss of unrecovered investments under the Agreement.</p>	As per RFP.
95	LTIMindtree Ltd.	19	RFP Volume 2- Section 5.2. Minimum Eligibility Criteria, Point 8(a) Page Number-104	<p>Past Experience:</p> <ol style="list-style-type: none"> Three similar completed projects of value not less than 100 Crore Rupees; or Two similar completed projects of value not less than 150 Crore Rupees; or One similar completed project of value not less than the amount equal to 250 Crore Rupees. <p>Note: If all the three areas are not met in one project the bidders can share maximum three projects where the above 3 areas are included independently or cumulative. The financial value criteria to be considered either for one project or two / three projects cumulatively as the case may be.</p>	The description in the 'Note' lead to an ambiguity as it is further diluting the sanctity of this clause. DoP is requested to clarify/or remove this 'Note' in order to avoid any confusion due this ambiguous 'Note'.	As per RFP

96	LTIMindtree Ltd.	20	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 3- Commercial Terms-(Invoicing and Settlement)- 1.12.2, Page-185	<p>Addition Clause- 'Delayed late payment interest'</p> <p>The SI alone shall invoice all payments after receiving due approval of completion of payment milestone from DoP. Such invoices shall be accurate with all adjustments or changes in the terms of payment as set out in the Vol I of the RFP and Clause 1.12.1 of this Agreement.</p>	<p>The SI alone shall invoice all payments after receiving due approval of completion of payment milestone from DoP. Such invoices shall be accurate with all adjustments or changes in the terms of payment as set out in the Vol I of the RFP and Clause 1.12.1 of this Agreement. 'Payment shall be made by the DoP within 45 Days of receiving the invoice from the SI.' Beyond 45 days, DoP shall be charged interest @1.5% per month calculated from the date the payment became due.</p>	Please refer to the corrigendum
97	LTIMindtree Ltd.	21	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- Scope of service, Penalties, Page No. 68	d. Overall penalties shall not exceed 10% of the quarterly bill	<p>It is requested to amend the penalty clause as follow:</p> <p>Overall penalties shall not exceed 10% of the delayed/breached milestone value.</p> <p>Reason: Penalties capping are to be applicable on delayed/undelivered/breached milestone component value instead of total Invoice value.</p>	As per RFP
98	LTIMindtree Ltd.	1	2.2.2 Testing Support	Automation of Testing	Can you please elaborate on the support activities and testing roles expected from SI for Test Automation?	As per RFP
99	LTIMindtree Ltd.	2	2.2.3 Testing and Quality Assurance Requirements	<p>2.2.3.1 Pre-commissioning Tests</p> <p>The System Integrator shall provide dedicated resources for testing and quality assurance activities as listed by DoP to ensure that the delivery meets the desired quality standards and user expectations.</p>	Can you please elaborate on the support activities and testing roles expected from SI for Recommissioning Tests?	As per RFP
100	LTIMindtree Ltd.	3	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- Scope of Work - 2.5.1 DoP Tech Stack	CI/CD - 18 Version Management Jenkins Community Edition	In DOP Teck Stack both GitLab and Jenkins are mentioned, we understand that GitLab is used only for source code management (version control) and Jenkins would be for CI/CD	As per RFP
101	LTIMindtree Ltd.	4	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- 2 Scope of Work	Application Deployment	How many applications (Frontend, Backend, mobile) services/components needs to be onboarded to DevOps?	Approx 200 Applications
102	LTIMindtree Ltd.	5	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- 2.2.1	The Systems Integrator (SI) will design, implement, and maintain Continuous Integration/Continuous Deployment (CI/CD) pipelines for both frontend and backend services.	What is the approx. number of pipelines required to be created for this project based on technology (e.g. Java Spring boot 100 pipelines, Angular Js 20 pipelines etc.)	Approx 10
103	LTIMindtree Ltd.	6	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- Scope of Work - 2.5.1 DoP Tech Stack	CI/CD - 19 Orchestration & Deployment	What type of Kubernetes are we using - Open shift, PCF?	Refer Section 2.5
104	LTIMindtree Ltd.	7	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- 2 Scope of Work	Infrastructure Provisioning NIC will also provide essential infrastructure components such as virtual machines (VMs), containers, storage, networking, and other resources, with the capability to scale them as needed.	How many applications are containerized and how many are monolithic deployed?	All are containerized except Kafka and DBs

105	LTIMindtree Ltd.	8	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- 2 Scope of Work	2.2.1 Implementation of CI/CD Pipeline - Implement automated testing processes to validate code quality and functionality before deployment.	What tools SAST, DAST required to be integrated with CI/CD pipelines?	Refer Section 2.5
106	LTIMindtree Ltd.	9	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- 2 Scope of Work	Application Deployment - After deployment, the SI will provide support to monitor the application's performance and report any issues that arise	What Monitoring and Observability tools are required to be integrated with DevOps?	Refer Section 2.5
107	LTIMindtree Ltd.	10	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1- Scope of Work - 2.5.1 DoP Tech Stack	DoP Tech Stack - CI/CD	Apart from mentioned - GitLab, Jenkins, Nexus, docker, Harbor, Rancher, Kubernetes, Ansible are there any other DevOps tools being used.	Refer Section 2.5
108	LTIMindtree Ltd.	11	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1 2.2.1 Implementation of CI/CD Pipeline 2. Pipeline Architecture	promoting code changes through various environments (development, staging, production) using the Technology Stack.	Apart from mentioned environments - development, staging, production, do we have QA and UAT environments?	Refer Section 2.2.1
109	LTIMindtree Ltd.	12	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1	Request for addition of clause	Who is currently supporting DevOps, what is the size of DevOps team today? PI share.	DoP technology team has internal DevOps team.
110	LTIMindtree Ltd.	13	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1 - 2.4 Provisioning and management of Centralized Command and Control Centre at Bangalore	Request for addition of clause	Do you need admin support for DevOps tools, are there any new tools to be installed and configured?	Refer Section 3
111	LTIMindtree Ltd.	14	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1 -2.2.4.1 Calendar	DoP will provide a deployment calendar with blocked, restricted and available days for CI/ CD pipeline production deployment	What is the DevOps support window you are looking for. 12/5, 16/5, 24/7	Refer Section 3
112	LTIMindtree Ltd.	15	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1	Query- Volumetrics	Is there any volume metrics available on the number of DevOps tickets monthly. Can we get data of last 6 months.	It's a green field project

113	LTIMindtree Ltd.	16	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1	Generic Query	What is the development duration for the project.	As per RFP
114	LTIMindtree Ltd.	17	RFP (Selection of SI for Postal and Logistics Solutions under IT Modernization Project)- Volume 1 - 2.2.1 Implementation of CI/CD Pipeline	The SI shall set up automated deployment to cloud environments ensuring zero downtime deployments as per the approval of CAB (Change Approval Board).	Post development of CI/CD pipelines are you looking for DevOps support for the releases ? If yes, how many PODs and for what duration	Please refer section 3 of Volume I of the RFP
115	Red Hat India Pvt Ltd	1	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 30 CI/CD	18. Version Management - Jenkins	Jenkins is a CI/CD pipeline tool and not a version management tool. Request to please change Version Management to CI/CD Tool and also be open for other other CI/CD tools such as Tekton (specifically for Kubernetes environments). Request to change the clause to below: 18. Enterprise CI/CD tools - Jenkins, Tekton etc.	As per RFP
116	Red Hat India Pvt Ltd	2	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 30 CI/CD	19 Orchestration & Deployment Kubernetes with Docker & Rancher	Request to please change the same to below to follow the best practices laid down by the industry and also allow for broader participation. 19 Orchestration & deployment with any CNCF certified Kubernetes	As per RFP
117	Red Hat India Pvt Ltd	3	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 30 CI/CD	20 Image repository Harbor	Request to please change the same to below for for broader participation. Enterprise grade tools offer enterprise support (24*7) including the relevant updates, upgrades, patches etc. 20 Image repository - Enterprise Image repositories.	As per RFP
118	Red Hat India Pvt Ltd	4	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 30 CI/CD	22 Image Security Trivy	Request to please change the same to below for for broader participation. Enterprise grade security tools offer enterprise grade security for container images and applications inside a Kubernetes environment including the relevant security updates, upgrades, patches etc. 22 Image Security - Enterprise Image Security tool	As per RFP
119	Red Hat India Pvt Ltd	5	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 31	6 IDAM (RBAC) & SSO Keycloak	Request to please change the same to below for for broader participation. Enterprise grade tools offer enterprise grade support including the relevant updates, upgrades, patches etc. 6 IDAM (RBAC) & SSO Keycloak - Enterprise IDAM (RBAC) & SSO Keycloak	As per RFP
120	Red Hat India Pvt Ltd	6	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 31	8 Messaging Queue Kafka	Request to please change the same to below for for broader participation. Enterprise grade tools offer enterprise support (24*7) including the relevant updates, upgrades, patches etc. 8 Messaging Queue Kafka - Enterprise Kafka	As per RFP
121	Red Hat India Pvt Ltd	7	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 31	11. API Gateway Kong	Request to please change the same to below for broader participation since the existing pointer favours one particular OEM only. 11. API Gateway - Enterprise API Gateway	As per RFP
122	Red Hat India Pvt Ltd	8	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 31	12. Service discovery & Mesh Istio	Request to please change the same to below for broader participation. Enterprise grade tools offer enterprise support (24*7) including the relevant updates, upgrades, patches etc. 12. Service discovery & Mesh Istio - Enterprise Service discovery & Mesh Istio	As per RFP
123	Red Hat India Pvt Ltd	9	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 31	19 DevOps Tool	Request to please mention the required specifications for DevOps tool since DevOps is an extremely broad category and tools maybe added in your DevOps chain depending upon the application lifecycle. RFP already mentions DevOps tools such as CI/CD pipelines, Source Code Management, Image Repository, Image Security etc. Many of the asked components are available as in-built functionalities with various OEM solutions.	As per RFP
124	Red Hat India Pvt Ltd	10	Section 2.5, 2.5.1 - DoP Tech Stack, Pg - 30	Community Edition	DoP IT 2.0 project, should be indemnified against any repercussions incurred due to usage of community software.	SIs to adhere to clause 5.3/Page 68 (Volume – 2 – Instructions to Bidders)
125	Tata Consultancy services Limited	1	2 Scope of Work, Pg 4,	Generic	<ul style="list-style-type: none"> Does DoP foresee any requirement of data migration as part of the IT modernization Project - DoP IT 2.0? Is DoP expecting SI vendor to propose relevant products & accelerators in this regard? 	<ul style="list-style-type: none"> SI team shall work under the guidance of the DoP Team. Refer Section 2.5
126	Tata Consultancy services Limited	2	2 Scope of Work, Pg 4,	Generic	<ul style="list-style-type: none"> Is maintaining data privacy with respect to DPDP act in-scope of the RFP? If yes, is there an expectation to bring products/accelerators for this requirement? 	Refer Section 1.11.3 of Volume II of the RFP

127	Tata Consultancy services Limited	3	2. Scope of Work, Page 4	DoP with the support of one of its divisions, Centre for Excellence in Postal Technology (CEPT) is developing applications for its Postal and Logistics business.	Does Postal & Logistics solution being developed by DoP also includes the Finance & Accounting part? If Yes, then does DoP requires any functional experts related to specific area - like Finance, accounting, logistics, retail etc. as part of Manpower requirements?	Refer section 3 of volume I of the RFP
128	Tata Consultancy services Limited	4	Page 4, 2. Scope of Work	DoP with the support of one of its divisions, Centre for Excellence in Postal Technology (CEPT) is developing applications for its Postal and Logistics business.	Please provide details of all front & back office applications that are required along with technology, stack & architecture. Please detail out all the applications which are envisaged under this RFP (split into Function, Technical, License count).	As per RFP
129	Tata Consultancy services Limited	5	Page 4, 2. Scope of Work	Underlying IT Infrastructure & Cloud Services for the Postal and Logistics Application Solution - NIC (Meghraj cloud)	We understand that Meghraj cloud is used for deployment of the application. Is there any manpower requirement in DC & DRC? Accordingly, please confirm the physical location of the Cloud DC & DRC?	Refer section 3 of volume I of the RFP
130	Tata Consultancy services Limited	6	2 Scope of Work, pg 5	Application Deployment The resources provided by SI will create a deployment plan that outlines the steps for launching the application. After deployment, the SI will provide support to monitor the application's performance and report any issues that arise.	1. We understand that SI's responsibility is only limited to the deployment of the application and there is no application development envisaged from the SI. 2. Please let us know the parameters for which application performance is to be monitored by the SI.	1. SI team shall work under the guidance of the DoP Team. 2. Shall be finalized in discussion with DoP team
131	Tata Consultancy services Limited	7	2 Scope of Work, pg 6	Helpdesk for Internal Users SI shall use the HDMS solution developed by DoP and provide comprehensive Helpdesk support to address various user and technical issues. This support shall be limited to (L1) Support for technical/ non-technical user inquiries.	1. Does SI need to propose only the resources required as per the commercial format i.e. 20. 2. Does SI need to propose any VRS, Email, toll free number, connectivity, recording facility etc for the helpdesk ?	1. As per RFP 2. Bidder to propose as per the requirements of the RFP
132	Tata Consultancy services Limited	8	Scope of Work, Pg 6,	Application Deployment - The resources provided by SI will create a deployment plan that outlines the steps for launching the application.	1. What is roll out timeline of Postal & Logistics solution? 2. What is the roll out plan for Postal & Logistics solution - PAN India in one go or phase wise? 3. In case deployment will be done phase wise, how existing DoP solution will be managed?	As per RFP, SI to deploy the manpower for maintaining the Logistics application. For the application deployment plan will be shared with selected bidder
133	Tata Consultancy services Limited	9	2 Scope of Work, pg 7	Provisioning and Management of Software License - The SI shall provision and manage the required Software Licenses / enterprise OEM support services for the open-source software for the contract duration. The SI shall also provision the open source-based application performance monitoring tool for monitoring of the Postal and Logistics Application and implement the tool for monitoring of the application during the contract duration. Monitoring SLAs shall be agreed with DoP at the project inception stage. The tool shall be hosted at NIC Meghraj cloud.	1. Licenses are generally core based or user based. Please provide specific number of licenses for each software including the duration for which those licenses are required.	Bidder to propose the solution as per the requirement of the RFP
134	Tata Consultancy services Limited	10	2 Scope of Work, pg 7	CCCC The SI shall establish the Centralized Command and Control Centre (CCCC) at the CEPT Headquarters in Bengaluru, preferably using open-source tools. The SI will be responsible for provisioning the complete CCCC solution, including provisioning, designing, supplying, configuring, implementing, and maintaining all necessary hardware and software components associated with the CCCC solution.	1. Please confirm whether community edition of OSS tools can be proposed or only enterprise supported OSS tools need to be proposed.	As per RFP
135	Tata Consultancy services Limited	11	2.1 Background of the Project, pg 7	4. Provisioning enterprise support, management & renewal of Software License and support services for open-source technologies of DoP (including provision, configuration and operations of open source based postal and logistics application performance monitoring tool for the contract duration)	1. Please provide the exact duration and number of each license renewal.	As per RFP.

136	Tata Consultancy services Limited	12	2.1 Background of the Project, pg 7	5. Providing team of resources during the contract period on T & M basis to perform the services mentioned in this RFP	Please confirm that only the resource type and numbers mentioned in the financial bid template are to be provided and no additional manpower is to be assessed and required.	Refer to Section 4.28 of Volume II of the RFP
137	Tata Consultancy services Limited	13	Scope of Work, Pg 7	Provisioning and Management of Software License - Monitoring SLAs shall be agreed DoP at the project inception stage.	Please provide more clarity on this with respect to LD imposition on SI.	Refer to Section 1.5.2 of Volume III of the RFP
138	Tata Consultancy services Limited	14	2.2 Deployment of requisite resources for Application development, deployment, management and monitoring of Postal and related applications of the DoP, pg 8	This section provides the scope of work to be executed by the System Integrator during the contract period related to management of Postal and related applications. SI will deploy requisite resources as agreed with DoP (CEPT) from time to time for performance of the tasks detailed herewith. Deployed resources may be assigned other tasks also on time-to-time basis.	Please confirm that only manpower specifically asked in the financial bid template need to be provided for this activity and there is no need for any additional manpower for this activity. In case any additional resources are required it will follow change management process. Kindly confirm.	Refer Section 4 of Volume 1 of the RFP
139	Tata Consultancy services Limited	15	2 Scope of Work, Pg 8	The SI shall provision and manage the required Software Licenses / enterprise OEM support services for the open-source software for the contract duration. The SI shall also provision the open source-based application performance monitoring tool for monitoring of the Postal and Logistics Application and implement the tool for monitoring of the application during the contract duration. Monitoring SLAs shall be agreed with DoP at the project inception stage. The tool shall be hosted at NIC Meghraj cloud.	1. SI need to provision and manage the required Software Licenses / enterprise OEM support services for the open-source software for the contract duration for the softwares supplied by SI. Needs clarification 2. SI shall preferably use open source based application performance tool. SI will provide the best in class tool from the OEM which may or may not be on opensource. Is it ok for the department	As per RFP
140	Tata Consultancy services Limited	16	2.2.2 Testing Support, Pg 11, Generic	3. Data Integrity Test: Test data consistency across different modules and verify that data validation rules and constraints are properly noted.	1. Is test data creation for various application and migration testing in scope of the RFP or will be provided by existing vendors? If provided by existing vendor, please mention as this will be responsibility of which vendor? 2. If this in-scope of the RFP, please provide below details on the current test data requirements? • What is the count of applications currently present in the landscape for testing? • What is the frequency of test data refresh? For example: monthly or Quarterly? • What is the size of non-production environment against production? For example: Dev = 5% of production, QA = 10% of production • What are the approximate count of tables in the applications that get refreshed in non-prod?	SI team shall work under the guidance of DoP team
141	Tata Consultancy services Limited	17	Page 11, 2.2.3.1	Regression Testing - DoP shall perform regression testing to ensure that new feature additions or bug fixes do not negatively impact existing functionalities.	As regression testing is under DoP scope, Does SI has to provision resources with testing skills as part of Manpower requirements?	SI team shall work under the guidance of DoP team
142	Tata Consultancy services Limited	18	2.2.3.1 7.c, Page no 12	c) Security and Access Control Test: SI shall validate the security measures implemented in the NIC cloud. Test user authentication and access control mechanisms to ensure that user permissions are properly enforced. Conduct penetration testing to identify vulnerabilities and assess the system's resilience against security threats.	Who will bear the cost of Penetration Testing as it needs to be done by 3rd party?	As per RFP
143	Tata Consultancy services Limited	19	2.3.2.1 Training and Support, Pg 13	4.The SI to coordinate with the respective application/ product support System Integrators to support DR in the event of a disaster or for performing periodic maintenance & upgrade activities.	Request DoP to confirm that the Disaster Recovery Management (DRM) tool will be provided by the department.	As per RFP
144	Tata Consultancy services Limited	20	2.3.2.2 Testing and Compliance, Pg 13	3.The SI shall assist DoP to adopt Zero Trust Architecture (ZTA) framework for securing its applications from cyber threats to protect data and services.	Request DoP to confirm the necessary solution / product for implementing ZTA will be provided by the department along with the licenses, AMC, renewals etc during the currency of the SI's contract.	As per RFP
145	Tata Consultancy services Limited	21	2.3.2.1 Training and Support, Pg 13	4.The SI to coordinate with the respective application/ product support System Integrators to support DR in the event of a disaster or for performing periodic maintenance & upgrade activities.	Request DoP to confirm that the Disaster Recovery Management (DRM) tool will be provided by the department.	As per RFP

146	Tata Consultancy services Limited	22	2.3.2.2 Testing and Compliance, Pg 13	3.The SI shall assist DoP to adopt Zero Trust Architecture (ZTA) framework for securing its applications from cyber threats to protect data and services.	Request DoP to confirm the necessary solution / product for implementing ZTA will be provided by the department along with the licenses, AMC, renewals etc during the currency of the SI's contract.	As per RFP
147	Tata Consultancy services Limited	23	2.2.5 Support Services for Helpdesk, pg 15	The System Integrator (SI) shall provide comprehensive Helpdesk support to log various user issues via email phone, email, live chat, or a web-based ticketing system etc.:	We understand that SI need to provide only the manpower as mentioned in commercial bid format and SI will not provide any software license or hardware for Helpdesk such as ITSM Software, IVRS, Live chat, chatbot functionality etc. Please clarify.	Bidder to propose the solution as per the requirement of the RFP
148	Tata Consultancy services Limited	24	2.2.6 Operation and Management, Pg 16	1. The System Integrator (SI) is required to deliver comprehensive monitoring services across application performance, infrastructure, and network utilization.	As the application will be hosted in NIC Cloud under the IaaS model, the underlying Network Infra viz. DC Switches etc which forms the Network will be shared amongst multiple tenants one being DoP. NIC shall be doing the comprehensive monitoring of the DC Network and as such the SI has no role in the same. Kindly elaborate on the Network utilization expectations for better understanding of the scope of work.	As per RFP
149	Tata Consultancy services Limited	25	2.2.6 Operation and Management, Pg 16	1. The System Integrator (SI) is required to deliver comprehensive monitoring services across application performance, infrastructure, and network utilization.	As the application will be hosted in NIC Cloud under the IaaS model, the underlying Network Infra viz. DC Switches etc which forms the Network will be shared amongst multiple tenants one being DoP. NIC shall be doing the comprehensive monitoring of the DC Network and as such the SI has no role in the same. Kindly elaborate on the Network utilization expectations for better understanding of the scope of work.	As per RFP
150	Tata Consultancy services Limited	26	2.2.6 Operation and Management, Pg 17	5. DoP may on-board any third-party services, System Integrators, procure infrastructure, tools/software for its operations at any point of the contract. Without any prejudices the System Integrator shall support all the above and manage the entire operations on behalf of DoP as a System Integrator.	Request DoP to confirm that all such management of the operations shall be governed by mandatory Change Request process with additional suitable cost implications which will be borne by DoP on as per actuals. Further, in case of any additional Infrastructure procurement by DoP, DoP will ensure - the product(s) are covered under warranty / AMC during the currency of the SI's contract, - the one time Installation is done by DoP / DoP contracted vendor - suitable training is provided to the SI deputed staff on the new components for managing the operations	Refer section 3 of volume I of the RFP
151	Tata Consultancy services Limited	27	2.2.6 Operation and Management, , Pg 17	7. The System Integrator shall support for all the Tech stack, coordinate for the necessary software components, maintain IT infrastructure, middleware components, databases, network connectivity , security, compliance, and governance features.	As the SI is not providing any network connectivity (WAN, ILL, MPLS etc.) the SLAs on part of these services shall not be attributable to the SI. Request a line in confirmation by DoP.	As per RFP
152	Tata Consultancy services Limited	28	2.2.6 Operation and Management	As per RFP, Antivirus requireme+C11nt is not clear, Please clarify the Antivirus requirement clearly.	1,30,000 antivirus is required as per this RFP, Please confirm SI needs to procure and manage the antivirus for 1,30,000 laptop/desktop. If yes, Please share the specification for antivirus and scope for anti-virus required.	Please refer to the corrigendum
153	Tata Consultancy services Limited	29	2.2.6, Operations & Management, Pg 17	Point 8 - The System Integrator shall provide a solution to implement Log Rotation Policy and Archival Solution based on DoP Policy.	Does NIC Meghraj cloud has its native Archival tool, or DoP wants to go for any Opensource or Proprietary tool?	Bidder to propose the solution as per the requirement of the RFP
154	Tata Consultancy services Limited	30	Section2.2.6, Operations & Management,Pg 17	Point 13 - All the manpower resources shall be made available at DoP premises as per the location requirements mentioned by DoP	1. What all are the DoP locations, where resource deployment if required? 2. Does L1 resource will operate from CCCC Bengaluru only? 3. Whether all manpower needs to be DoP location or some can work from SI location also?	1. Bengaluru/Mysuru subject to DoP decision 2. Yes 3. DoP designated locations
155	Tata Consultancy services Limited	31	2.2.6 Operation and Management, Pg 17	5. DoP may on-board any third-party services, System Integrators, procure infrastructure, tools/software for its operations at any point of the contract. Without any prejudices the System Integrator shall support all the above and manage the entire operations on behalf of DoP as a System Integrator.	Request DoP to confirm that all such management of the operations shall be governed by mandatory Change Request process with additional suitable cost implications which will be borne by DoP on as per actuals. Further, in case of any additional Infrastructure procurement by DoP, DoP will ensure - the product(s) are covered under warranty / AMC during the currency of the SI's contract, - the one time Installation is done by DoP / DoP contracted vendor - suitable training is provided to the SI deputed staff on the new components for managing the operations	Refer section 3 of volume I of the RFP
156	Tata Consultancy services Limited	32	2.2.6 Operation and Management, , Pg 17	7. The System Integrator shall support for all the Tech stack, coordinate for the necessary software components, maintain IT infrastructure, middleware components, databases, network connectivity , security, compliance, and governance features.	As the SI is not providing any network connectivity (WAN, ILL, MPLS etc.) the SLAs on part of these services shall not be attributable to the SI. Request a line in confirmation by DoP.	As per RFP
157	Tata Consultancy services Limited	33	2.2.6 Operation and Management, Pg 17	8. The System Integrator shall provide support for Backup, Storage, Archival & Retrieval Solutions and storing Backups at 3rd party locations.	The SI understands that the DC and DR will be hosted in the NIC Cloud. Request DoP to elaborate on this clause expected at 3rd party locations. 1. Kindly elobrate the provisions of third party locations, for example tape drive has to be carried, fire proof safe etc. or they will be a direct connectivity. 2. Does SI have to provide storage at third party locations(D2D)?	As per RFP
158	Tata Consultancy services Limited	34	2.2.6 Operation and Management, Pg 18	9. The System Integrator shall provide a solution to implement Log Rotation Policy and Archival Solution based on DoP Policy.	Department needs to ensure availability of OEM / NIC support, since the solution is provide by department / NIC.Please confirm.	SI team shall work under the guidance of DoP team

159	Tata Consultancy services Limited	35	2.2 Deployment of requisite resources for Application development, deployment, management and monitoring of Postal and related applications of the DoP . 2.2.6 Operation and Management, Pg18	DoP may on-board any third-party services, System Integrators, procure infrastructure, tools/software for its operations at any point of the contract. Without any prejudices the System Integrator shall support all the above and manage the entire operations on behalf of DoP as a System Integrator.	Kindly amend the below clause as: DoP may on-board any third-party services, System Integrators, procure infrastructure, tools/software for its operations at any point of the contract. Without any prejudices the System Integrator shall support all the above and manage the entire operations on behalf of DoP as a System Integrator. Due to such onboarding of other SI if there is any change in scope of work or any additional requirements are there than CCN process will be followed to arrive at the cost and other terms and conditions.	Refer section 3 of volume I of the RFP
160	Tata Consultancy services Limited	36	2.2 Deployment of requisite resources for Application development, deployment, management and monitoring of Postal and related applications of the DoP . 2.2.6 Operation and Management, Pg18	DoP may get the required application developed through third-party System Integrators based on the urgency and requirements. The System Integrator is required to manage those applications by providing suitable resources as and when requested by the DoP.	Kindly amend the below clause as: DoP may get the required application developed through third-party System Integrators based on the urgency and requirements. The System Integrator is required to manage those applications by providing suitable resources as and when requested by the DoP. If such development of application is done by third party and due to that any change in scope of work or any additional requirements are there than CCN process will be followed to arrive at the cost and other terms and conditions.	Refer section 3 of volume I of the RFP
161	Tata Consultancy services Limited	37	2.3.1 Cloud Services provided by NIC, Pg 19	Services - SI. No 1 to 16	The SI understands that the NIC cloud services related costs will be directly borne by DoP. Request confirmation.	Yes
162	Tata Consultancy services Limited	38	2.3.1 Cloud Services provided by NIC & Page 19	6 NGFW Software defined firewall for L4/L7 protection IaaS 7 Anti-virus / Antimalware Anti-Malware and Anti-Virus Protection IaaS 8 LB/WAF Software defined Load balancer and WAF services IaaS 9 Vulnerability Assessment Vulnerability Assessment IaaS 10 DDoS Protection DDoS Layer 7 IaaS 11 SSL Certificate SSL Certificate IaaS	1)As per RFP, Services listed in Section 2.3.1 will be provided by NIC/DoP, SI will leverage the services for the developed application. Please confirm the understanding is correct. 2)Please share the support/AMC for the security solution already deployed such as NGFW,WAF,Anti-Virus/Anti-Malware,Vulnerability Assessment,DDoS,SSL Certificates will be provided by DoP till the contract period. 3)Please confirm these security services are shared or dedicated for this project/application mention in this RFP?	1) Yes 2) NIC shall provide the same 3) NIC shall provide the same
163	Tata Consultancy services Limited	39	2.3.1 Cloud Services provided by NIC, pg 19	Infrastructure Volumetrics for DoP provided by NIC	Please confirm that there is no financial impact on SI for provisioning the Infrastructure and the entire Infra required for this RFP will be provisioned by DOP.	As per RFP
164	Tata Consultancy services Limited	40	Page 19, 2.3.1, Cloud Services Provided by NIC	Cloud Services provided by NIC	1. Please confirm if the NIC Meghraj cloud has dedicated or shared resources for DoP like Firewall, CDN & Antivirus. In case there are any other shared resources, please specify. 2. In case of shared firewall, SIEM & SOAR may not be implemented. DoP to confirm. 3. Which all Open Source tools for monitoring are compatible with NIC Meghraj cloud? 4. Will Virtualization Management System, Server Management System and Server Monitoring Agent be provided by NIC?	1 & 2. There may be few shared resources and few dedicated resources. Logs of dedicated resources will be given to SIEM & co-relation needs to be build on that. Further details will be shared with the selected bidder 3. Bidder to propose the solution as per the requirements of the RFP 4. As per RFP
165	Tata Consultancy services Limited	41	2.3.1 Cloud Services provided by NIC, Pg 19	Services - SI. No 1 to 16	The SI understands that the NIC cloud services related costs will be directly borne by DoP. Request confirmation.	Yes
166	Tata Consultancy services Limited	42	2.3.1 Cloud Services provided by NIC, Pg 20	Infrastructure Volumetrics for DoP provided by NIC	The RFP has asked for certain components to be provided by the SI viz. EMS, SIEM, SOAR etc which also requires VMs, storage to be provisioned in the NIC cloud apart from the app requirements. SI would like to know whether the details provided under the heading "Infrastructure Volumetrics for DoP provided by NIC" will cater to all these requirements in the RFP and any additional cloud services required the same will be provided by DoP to the SI. Kindly confirm.	Bidder to propose the Infra requirements for deploying the tools. DoP shall provision the same at NIC. No reimbursements shall be made to SI

167	Tata Consultancy services Limited	43	2.3.1 Cloud Services provided by NIC, Pg 20	Infrastructure Volumetrics for DoP provided by NIC	The RFP has asked for certain components to be provided by the SI viz. EMS, SIEM, SOAR etc which also requires VMs, storage to be provisioned in the NIC cloud apart from the app requirements. SI would like to know whether the details provided under the heading "Infrastructure Volumetrics for DoP provided by NIC" will cater to all these requirements in the RFP and any additional cloud services required the same will be provided by DoP to the SI. Kindly confirm.	Bidder to propose the Infra requirements for deploying the tools. DoP shall provision the same at NIC. No reimbursements shall be made to SI
168	Tata Consultancy services Limited	44	2.3.2 Cloud Managed Services , Pg 21	q) On expiration/ termination of the contract, handover/migration of VMs, data in the cloud shall be in control of DoP, the responsibility of the SI would be to convert VMs, data and transfer to a common place, as approved by DoP, so that the System Integrator or DoP can port it.	The SI understands that any egress and/or ingress charges associated with the data transfer will also be directly borne by DoP during the migration phase. Please confirm.	As per RFP
169	Tata Consultancy services Limited	45	2.3.2 Cloud Managed Services , Pg 21	s) The network connectivity between Post offices to DC & DR, and internet connectivity at DC & DR will be provided by the DoP and SI will coordinate with DoP NI.	As the SI will only coordinate with DoP NI, the SLAs on part of the Network connectivity will not be attributable to the SI. Request confirmation.	As per RFP
170	Tata Consultancy services Limited	46	2.3.2 Cloud Managed Services & Page - 21	n) Support in the audit of the entire system on a yearly basis and as and when required.	Please confirm the cost of such audit will be borne by DoP and SI will only responsible for support.	As per RFP
171	Tata Consultancy services Limited	47	2.3.2 Cloud Managed Services , Pg 21	q) On expiration/ termination of the contract, handover/migration of VMs, data in the cloud shall be in control of DoP, the responsibility of the SI would be to convert VMs, data and transfer to a common place, as approved by DoP, so that the System Integrator or DoP can port it.	The SI understands that any egress and/or ingress charges associated with the data transfer will also be directly borne by DoP during the migration phase. Please confirm.	As per RFP
172	Tata Consultancy services Limited	48	2.3.2 Cloud Managed Services , Pg 21	s) The network connectivity between Post offices to DC & DR, and internet connectivity at DC & DR will be provided by the DoP and SI will coordinate with DoP NI.	As the SI will only coordinate with DoP NI, the SLAs on part of the Network connectivity will not be attributable to the SI. Request confirmation.	As per RFP
173	Tata Consultancy services Limited	49	2.3.2.3 Supply, Install, configure and management of SIEM and SOAR solution & Page - 22	The SI is required to implement a SIEM solution capable of aggregating, correlating, and analyzing security alerts, events, and logs generated across DoP IT 2.0 ecosystem. The SI to ensure compliance with IT security standards and continuously monitor threats and log data produced by various devices and subsystems of DoP 2.0 IT solution. The SIEM and SOAR solution should include the following minimum features and functionalities:	1)Please confirm the EPS count for SIEM Solution? 2)Please share the number of devices and list of location with which proposed SIEM and SOAR needs to be Integrate? 3)How long must the event logs be kept online(in days) & offline (days) for retentional reasons. 4)Please provide the brief scope of SIEM, SOAR and Threat Hunting. 5)If the NIC will provide the shared services as mentioned in table at page - 19, How the SIEM and SOAR will integrate with the shared network services provide by NIC. Request Clarification.	1. Approx:1000 to 1500 EPS (Considering PMA & BO Devices 3.5 lakh Devices,3 lakh users, 40 micro services) 2. Approx:3.5 lakh Devices (Considering PMA & BO Devices) 3. Details will be shared with the selected bidder 4.As per RFP 5. Details will be shared with the selected bidder
174	Tata Consultancy services Limited	50	2.5.1, DoP Tech Stack,Pg 29	General	1. What is the solution & plan for Host-based Server Access Control System (HSACS)? Please confirm. 2. Please state any 2FA authentication via hardware or software token? 3. Any tool for URL filtering Web Gateway solutions?	1. As per RFP 2. Only software token 3. SI to propose the solution as per the requirement of the RFP
175	Tata Consultancy services Limited	51	Section 2.3.2, point t(vi),Pg 22	Supporting DR Drill activities annually as per DoP requirements	Will DRM software for DC-DRC drill activities will be provided by NIC or any other provider, or SI has to arrange the same?	As per RFP
176	Tata Consultancy services Limited	52	Section2.3.2.1, point 4,Pg 22	The SI to coordinate with the respective application/product support System Integrators to support DR in the event of a disaster or for performing periodic maintenance & upgrade activities.	In case any stakeholder is not ready for DC-DRC drill, what will be the impact on SLA & timelines?	Refer Section 4.2 of Volume I of the RFP
177	Tata Consultancy services Limited	53	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	When department is already availing the cloud services of NIC request department to suggest as to why the existing IT Infra needs to be maintained. Kindly elaborate	As per RFP

178	Tata Consultancy services Limited	54	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	Kindly suggest till when it is to be maintained i.e for how many years?	As per RFP
179	Tata Consultancy services Limited	55	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	Kindly suggest till when is the current AMC / warranty valid for each item in the list?	Please refer Annexure A of the corrigendum
180	Tata Consultancy services Limited	56	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	Kindly provide the Serial Nos of all the assets mentioned in the list for us to get the relevant quotes for the AMCs.	Please refer Annexure A of the corrigendum
181	Tata Consultancy services Limited	57	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	If certain components in the list have already reached End of Life, then DoP shall replace the same. Kindly confirm.	AMC has to be provided by the SI. New hardware will be procured by DoP and it has to be maintained by the SI.
182	Tata Consultancy services Limited	58	2.3.3 Mysuru Development Centre, Pg 23, 24	3. This involves integrating hardware and software systems to provide 24x7 seamless operations and services with utmost satisfaction to Employees/customers . It includes Application, Infra, Data and Network Management.	Utmost satisfaction is a very subjective clause. Kindly elaborate the expectation in detail.	As per RFP
183	Tata Consultancy services Limited	59	2.2.3. Mysuru Development Centre, Pg 23	The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs.	1. What are the security & monitoring solutions deployed for the Mysuru on-premises infrastructure? 2. What are the applications deployed on the Mysuru on-premises infrastructure? Will management of same will be under SI scope? 3. EOL and EOSL details required for on premise hardware. Please share.	1. As per the existing 1.0 security architecture and monitoring tools 2. SI need not maintain the current applications deployed on-premises infrastructure. SI to maintain Infrastructure and applications of 2.0, if required. 3. Please refer Annexure A of the corrigendum
184	Tata Consultancy services Limited	60	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	When department is already availing the cloud services of NIC request department to suggest as to why the existing IT Infra needs to be maintained. Kindly elaborate	As per RFP
185	Tata Consultancy services Limited	61	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	Kindly suggest till when it is to be maintained i.e for how many years?	As per RFP
186	Tata Consultancy services Limited	62	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	Kindly suggest till when is the current AMC / warranty valid for each item in the list?	Please refer Annexure A of the corrigendum
187	Tata Consultancy services Limited	63	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	Kindly provide the Serial Nos of all the assets mentioned in the list for us to get the relevant quotes for the AMCs.	Please refer Annexure A of the corrigendum
188	Tata Consultancy services Limited	64	2.3.3 Mysuru Development Centre, Pg 23, 24	1. The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs. The details of the IT infrastructure available in Mysuru Development Centre is mentioned below.	If certain components in the list have already reached End of Life, then DoP shall replace the same. Kindly confirm.	AMC has to be provided by the SI. New hardware will be procured by DoP and it has to be maintained by the SI.

189	Tata Consultancy services Limited	65	2.3.3 Mysuru Development Centre, Pg 23, 24	3. This involves integrating hardware and software systems to provide 24x7 seamless operations and services with utmost satisfaction to Employees/customers . It includes Application, Infra, Data and Network Management.	Utmost satisfaction is a very subjective clause. Kindly elaborate the expectation in detail.	As per RFP
190	Tata Consultancy services Limited	66	2.3 Management of cloud services (NIC Cloud DC/DR/Mysuru Development Centre) 2.3.3 Mysuru Development Centre, Pg 24	The System Integrator shall be expected to run the operations using existing IT Infrastructure and maintain the infrastructure including AMCs.	Considering the current asset ageing and 5+2 years tenure of the project, request DoP to revisit this clause as AMCs would be difficult to get from OEMs for such longer duration	As per RFP
191	Tata Consultancy services Limited	67	MSA 1.14.5 iv, page 27	iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 1.11.3 (Security and Safety), 1.16 (Confidentiality) and breach of Intellectual Property Rights of a third party.	Unlimited Liability clause	As per RFP
192	Tata Consultancy services Limited	68	Section 2.4.2, SLA Monitoring & Management, Pg 27	SLA Reporting and Monitoring: Report and monitor Service Level Agreements (SLAs) of various System Integrators for DoP, NIC Meghraj Cloud, Network SI etc.	What are the different network devices for the SLA monitoring? Please confirm.	As per RFP
193	Tata Consultancy services Limited	69	2.4.1 Requirements Overview, Pg 28	2. Ensure the CCCC solution supports auto-ticketing for faults across all IT 2.0 components via API integration with DoP's ticketing tool.	Department should provide support for integration of CCCC tools with the DoP's ticketing tool. Please confirm.	SI team shall work under the guidance of DoP team
194	Tata Consultancy services Limited	70	2.5 Software Licenses & Page -29	The System Integrator shall provide comprehensive managed services including renewals, upgrades, and patch updates, which include but are not limited to: 2.5.1 DoP Tech Stack	As per RFP, SI needs to renew, upgrades the given software services, Please share below details :- 1) Please share EOL/EOS of given Tool/Application to be used? 2) Please confirm, the department will bear the cost for renewal of security tools and solutions for the product reaches EOL/EOS? 3) On page 19 of this RFP, it is mentioned that SSL Certificate will be provided by NIC for DOP but on Page- 29 it is mentioned that SSL Certificate will be proposed by SI which is contradicting. Please confirm who will bear the cost for SSL Certificate?	As per RFP
195	Tata Consultancy services Limited	71	2.5 Software Licenses & Page -29	15. Antivirus (Desktops & Laptops) Symantic Enterprise Edition	As per RFP, Symantic Antivirus is already in place and may be require for renewal and also 1,30,000 anti-virus is asked at page - 17. Please confirm both requirement is same? Also, Please confirm SI can propose Anti-virus Solution other than symantec.	Please refer to the corrigendum
196	Tata Consultancy services Limited	72	2.5.1 DoP Tech Stack, Pg 29	Code Repo - Gitlab Enterprise Version Management - Jenkins	Which edition of GitLab Enterprise, DoP is currently using Premium or Ultimate? And it is mentioned in RFP that GitLab is only used as a code repository but GitLab Enterprise also offers Project management and DevOps capabilities. Is DoP team maintaining proper code branching and merging? and is there any pipeline being used within GitLab/Jenkins for development or testing? How many deployment happens daily, weekly and monthly? How are Deployments handled currently? Is this process manual? Please explain the process. Which Operating System, Database is used for the CI/CD? How is cid monitoring being done currently?	GitLab - Community Edition is in use. SI to propose deployment strategy as per RFP.
197	Tata Consultancy services Limited	73	2.5.1 DoP Tech Stack, Pg 29	Code Repo - Gitlab Enterprise Version Management - Jenkins	Currently how is the DoP team utilizing GitLab? Also for Agile Project Management requirement is there any existing product/tool is being used? Or can MSP/SI can bring in relevant tool. How is current way of working? how is the projects, program and team hierarchy. Is agile practices used in current way of working in the SDLC? What is the overall team size? Is DoP currently getting end to end traceability between the requirements and test cases and defects? Today how is the project governance and status reporting being done? What are the key metrics captured at various levels to track progress? Is reporting automated?	GitLab - Community Edition is in use. SI to propose deployment strategy as per RFP.
198	Tata Consultancy services Limited	74	2.5.1 DoP Tech Stack, Pg 29	CI/CD	Can SI propose open source tools for cid and development. eg Jenkins, JUnit, SonarQube, JMeter etc. and resue or bring in right tools into the pipeline across CI, CD and CT.	As per RFP

199	Tata Consultancy services Limited	75	2.5.1 DoP Tech Stack,Pg 29	Testing Tools	Also is DoP Expecting SI to resume the mentioned tools going forward. Will the tools will be available to MSP for integrating in the Pipeline. Can SI propose tools in replacement for tools like Test Link and Bugzilla or DoP expecting to resume these tools for Test and Defect Management. How are these tools used currently by DoP Development team?	As per RFP
200	Tata Consultancy services Limited	76	2.5.1 DoP Tech Stack,Pg 29	CI/CD	What is the deployment environment? And where it is located?	As per RFP
201	Tata Consultancy services Limited	77	2.5.1, DoP Tech Stack,Pg 29,	Desktop (Offline Solution)	For deployment of Desktop (offline solution), please confirm on following - 1. What is the architecture of Desktop (offline solution)? 2. How Application will connect with central servers? Which tool which is being used for transmission of Data? 3. Logging & monitoring mechanism of Application(Any specific tool is being used for the same) 4. Is any manpower required to be deployed at field locations to rollout the desktop solution? If yes, Kindly provide the location details and number of resources required at each location?	1. Architecture: It's a client server architecture where the master data resides in local database. Transactions are stored locally and if network is available, the same gets synced instantaneously. If no network, then the same gets transmitted as and when network is available. 2. Connection with Servers. Tool used for transmission: When network is available, the data syncs through APIs. No separate tool used for transmission as it is API call. 3. Logging and monitoring : No separate tool is being used. The logs are captured and pushed to server as and when network is available. The same are being monitored through ELK 4. No
202	Tata Consultancy services Limited	78	2.5.1, DoP Tech Stack,Pg 29,	Antivirus (Desktops & Laptops)	Management of Symantec end point security will be done from Cloud or from existing infrastructure? Please confirm.	NIC Meghraj Cloud
203	Tata Consultancy services Limited	79	Section 2.5,Pg 29	Software Licenses - The System Integrator shall provide comprehensive managed services including renewals, upgrades, and patch updates.	1. What is the projected count of respective software licenses? 2. In case a Community Edition is mentioned for a software, can there be a requirement in future for Enterprise edition for same? 3. Does NIC Meghraj cloud has its native DevOps tool, or DoP wants to go for any Opensource or Proprietary tool? 4. Does NMS will be provided by NI vendor or by SI?	1. Bidder to propose as per the requirement of the RFP 2. No 3. As per RFP 4. NI Vendor
204	Tata Consultancy services Limited	80	2.5.1 DoP Tech Stack, Pg 30, Table	1. DB Services 4. Operating System	•PostgreSQL will be the only database technology that will be used for new applications. Is the understanding correct? •Ubuntu will be the only OS that will be used for existing and new applications and Windows/RHEL OS will not be available. Is the understanding correct?	As per DoP Technology Stack mentioned in the RFP.
205	Tata Consultancy services Limited	81	2.5.2 Application Performance Monitoring Tool, Pg 33	8. The proposed solution should be able to provide in context database monitoring, supporting wide array like RDBMS, MySQL, NoSQL etc. The solution should be able to report	What are the current database technologies present in DoP environment? Please provide the complete list.	As per DoP Technology Stack mentioned in the RFP.
206	Tata Consultancy services Limited	82	5.1. Pre-Qualification (PQ) Criteria, S.No-11,Power of attorney, Pg 33	A Power of Attorney on non judicial stamp paper per the format in Annexure 2 section 6.2.11 and A company Board Resolution mentioning the name of the authorized signatory.	As a standard business practice Generic Power of Attorneys are pre-issued to Business Heads. Therefore, we request that bidders be allowed to submit the standard pre-issued Power of Attorney. Additionally, we cannot share the board resolution as the CEO has already issued the Power of Attorney, and due to confidentiality, sharing the board resolution is not feasible.	As per RFP
207	Tata Consultancy services Limited	83	2.5.3 ECMS Tool, pg 34	The Electronic Content Management System shall support the following features but not limited to:	1. Please clarify where will this ECM will be implemented. 2. who will be responsible for implementing this ECM. 3. Please provide the following volumetrics a. Number of workflows, b. number of documents to be ingested each day, c. Average size of documents, d. number of concurrent users of ECM, e. Number of documents for which the OCR need to be done each day. or provide us with number of physical cores for which this licenses need to be provided. 4. For implementing ECM Please confirm whether SI need to provide any resources over and above what is mentioned in the commercial bid format.	1. NIC Meghraj 2. SI team shall work under the guidance of DoP Team 3. Bidder to propose the solution as per the requirement of the RFP 4. SI team shall work under the guidance of DoP Team
208	Tata Consultancy services Limited	84	3 Manpower Requirements 3 Manpower Requirements, Pg 51	Replacement of Resource - In a quarter maximum, one such replacement shall be allowed	Required this clause to be deleted as bidder will ensure sufficient and appropriate resources would be made available in case a need of more than one replacement arises.	As per RFP

209	Tata Consultancy services Limited	85	4.1 Key Service Level Objectives, pg 56	7. SLAs listed in the RFP are not exhaustive. In every quarterly project review meeting, DoP shall reserve the right to prescribe any additional SLAs or modifications in the existing SLAs or their calculation methodology/ threshold levels in consultation with the SI.	1. Any changes in SLA may have financial impact on the SI. Please confirm any such change will go through a change management process.	As per RFP
210	Tata Consultancy services Limited	86	4 Service Level Agreement 4.1 Key Service Level Objectives, Pg 56	The SLA parameters shall be monitored at a monthly frequency as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point of time during the contract period and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of DoP, then DoP shall have the right to take appropriate actions including termination of the contract.	Request to define what is "Significant service degradation" as per DoP and to provide remedy time period to update the same.	As per RFP
211	Tata Consultancy services Limited	87	Section 4.2, Pg 57,	Service Level Agreement – Operational SLA	Since T&M resources are required by DoP for supporting in various activities like - Requirement Gathering, Designing, development, testing, deployment, rollout etc., are there any other performance SLAs related to same for SI apart from the ones mentioned in the RFP (Section 4.2, Points 8 & 9). Please confirm.	As per RFP
212	Tata Consultancy services Limited	88	4.3 Service Level Agreement - CCCC, Pg 68	Penalties: d. Overall penalties shall not exceed 10% of the quarterly bill e. If the penalties exceed more than 10% of the quarterly bill in consecutive three months, a notice for termination may be issued to the System Integrator.	Kindly amend the below clause as: Request DoP to maintain overall cap on penalties be 5% of the quarterly payments . In case penalty Calculated on the contractor consecutively Three quarters reaches 20% of Avg the quarterly payments then in such an eventuality DoP may terminate contract.	As per RFP
213	Tata Consultancy services Limited	89	5.3 Centralized Command Control Centre, Pg 69	T - Project Start Date	Request DoP to consider project start date as the date on which the contract is signed.	As per RFP
214	Tata Consultancy services Limited	90	6 Payment Schedule, 70	5 One time implementation costs of software (s) as per DoP requirements	We understand that SI need to provide no software licenses and the implementation of those softwares (except for CICD, APM, EMS and CCCC) will be out of scope of the SI. Kindly confirm.	As per RFP
215	Tata Consultancy services Limited	91	6 Payment Schedule, Pg 71	One time implementation costs of software (s) as per DoP requirements - On completion of implementation and on receipt of sign off from DoP	One time Implementation cost to be paid on proportionate basis post completion and signoff of respective softwares.	As per RFP
216	Tata Consultancy services Limited	92	Vol 2 , 6.2.21 Technical Presentation, pg 88	3. (a) Snapshot of the technical solution: <input type="checkbox"/> High-level Architecture of the proposed solution as per requirements of the RFP <input type="checkbox"/> Scalability, resiliency and security of the proposed solution	We understand that the only technical solution that is to be proposed is for CCCC. So in this section CCCC architecture needs to be presented along with scalability, resiliency and security of the solution. Please confirm.	As per RFP

217	Tata Consultancy services Limited	93	Vol 2, 6.3 Annexure 3 – Formats for Commercial Bid, pg 92	Commercial Bid	<p>1. Part A the commercial bid asks for "Third Party Tools / Software Costs:" - Please provide the volumetrics to assess the sizing and licensing of each software or Please let us know the exact cores/users/numbers (as applicable) against each component for us to get the pricing.</p> <p>2. Part B of the commercial bid asks for "Any other Software Tools and Licenses" - Please let us know which additional licenses are required here. Also, Please provide the volumetrics to assess the sizing and licensing of each software or Please let us know the exact cores/users/numbers (as applicable) against each component for us to get the pricing.</p> <p>3. Part C of the commercial bid asks for "Enterprise Support for Software Solutions:" - Please provide the volumetrics to assess the sizing and licensing of each software or Please let us know the exact cores/users/numbers (as applicable) against each component for us to get the pricing.</p> <p>4. Part D of the commercial bid asks for "Other Licenses / Tools / Services" - Please let us know which additional licenses, tools and services are required here. Also, Please provide the volumetrics to assess the sizing and licensing of each software or Please let us know the exact cores/users/numbers (as applicable) against each component for us to get the pricing.</p> <p>5. Part E, F, G, H asks for the resourcing cost. Please confirm if this is the entire list of resources that is required from SI and there is no additional need of any other resource to execute this project.</p>	<p>1. Bidder is required to quote unit price for the software licenses and measurement unit</p> <p>2. Bidder to propose the solution as per the requirement of the RFP.</p> <p>3. Bidder is required to quote unit price for the software licenses and measurement unit</p> <p>4. Bidder to propose the solution as per the requirement of the RFP</p> <p>5. As per RFP</p>
218	Tata Consultancy services Limited	94	4 Instructions to Bidder 4.25 Right to accept/reject any or all Bids, Pg 92	If the Bidder has already been issued the LOA or has entered into a contract to execute the project as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the DoP to the Bidder, without the DoP being liable in any manner whatsoever to the Bidder without prejudice to any other right or remedy which the DoP may have under this RFP, the bidding documents, the Contract to execute the Project or under applicable law.	This clause needs to be removed or amended as to DoP is needs to make payments for all the delivered goods and services by the SI post the award of LOA.	As per RFP
219	Tata Consultancy services Limited	95	4.26 Procurement through Local Suppliers (Make in India), Pg 93	As per public procurement guidelines issued by the Department for Promotion of Industry & Internal Trade (OM No. P-45021/2/2017-PP (BE-II) dated 16th Sep 2020), the SI shall be a "Class I" Local Supplier only (with more than 50% local content). The minimum local content shall be 50%. The Bidder (if a local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made along with the declaration. The Bidder will also submit a certificate from the statutory auditor or cost auditor of the Bidder or a practising cost accountant or chartered accountant giving the percentage of local content.	Request the DoP to allow SI to submit the Local content certificate duly signed by authorised signatory.	As per RFP
220	Tata Consultancy services Limited	96	4.28 Key Considerations, Pg 97	DoP may change the quantity. The successful Bidder shall not object to the upward or downward variation in quantities of any item.	Kindly amend the below clause as: These variations should be notified before awarding the work order to the bidder. Request the total value of these downward variations should not be more than 5% of the total contract value excluding taxes . Additional Qty Order should be routed through Change Request Route with mutual Price discovery method.	As per RFP
221	Tata Consultancy services Limited	97	4.29.1 Award Criteria, Pg 98	DoP will award the Contract to the Bidder (i.e., "L1 bidder"), whose proposal has been determined to be substantially responsive	Request to consider Quality cum Cost (QCBS) based selection	As per RFP
222	Tata Consultancy services Limited	98	4.31 Performance Bank Guarantee (PBG),Pg 98	1 The successful Bidder shall at his own expense, deposit with DoP within 14 calendar days of the letter of award (done through the issuance of the Letter of Acceptance) an unconditional and irrevocable and continuing Performance Security Deposit (SD/PBG) as per the formats provided at Annexure 2 Section 6.2.20.	Kindly amend the below clause as: 1 The successful Bidder shall at his own expense, deposit with DoP within 14- 30 calendar days of the letter of award (done through the issuance of the Letter of Acceptance) an unconditional and irrevocable and continuing Performance Security Deposit (SD/PBG) as per the formats provided at Annexure 2 Section 6.2.20.	As per RFP

223	Tata Consultancy services Limited	99	5 Eligibility Criteria 5.2. Minimum Eligibility Criteria, Pg 103	Annual Turnover - CA certificate mentioning Annual turnover "Profit & Loss Statements" for these 3 Financial Years as per the format provided in Annexure 2 Section 6.2.5 Profitable - CA certified statements and Audited/Certified financial statements & Annual Reports for (2021-22, 2022-23, 2023-24) Net Worth - Balance sheet for FY 2023-24 along with CA certificate for net worth as of 31st March 2023.	Kindly amend the below clause as: Annual Turnover - CA/CS certificate mentioning Annual turnover "Profit & Loss Statements" for these 3 Financial Years as per the format provided in Annexure 2 Section 6.2.5 Profitable - CA/CS certified statements and Audited/Certified financial statements & Annual Reports for (2021-22, 2022-23, 2023-24) Net Worth - Balance sheet for FY 2023-24 along with CA/CS certificate for net worth as of 31st March 2023.	As per RFP
224	Tata Consultancy services Limited	100	5.1. Pre-Qualification (PQ) Criteria, S.No-8 (a), Past Experience, Pg 104	Following to be submitted for each project: a) Work orders and/or Agreement copy containing Scope of Work and Order Value and b) Go Live certificate / Phase completion certificate by the client. Credential Certificate should be signed by the Executive Engineer or equivalent or competent authority of the Govt. organization/PSUs	A separate credential certificate cannot be provided, as government customers do not issue such certificates. We request you to kindly accept the Work Order and Go-Live Certificate as documentary evidence.	As per RFP
225	Tata Consultancy services Limited	101	5.1. Pre-Qualification (PQ) Criteria, S.No-8 (b), Experience in managing Centralized Command and Control Centre (CCCC) for operations, Pg 105	Following to be submitted for each project: a) Work orders and/or Agreement copy containing Scope of Work and Order Value and b) Go Live certificate / Phase completion certificate by the client. Credential Certificate should be signed by the Executive Engineer or equivalent or competent authority of the Govt. organization/PSUs	A separate credential certificate cannot be provided, as government customers do not issue such certificates. We request you to kindly accept the Work Order and Go-Live Certificate as documentary evidence.	As per RFP
226	Tata Consultancy services Limited	102	1.3 Term and Duration of the Agreement, Pg 175	This Agreement shall come into effect on _____, YYYY (hereinafter the 'Effective Date') and shall be for a duration of 5 (years) from the date of acceptance of letter of award by SI i.e. _____ till _____, YYYY ('Term') extendable to a further period of 2 years, on an year to year basis, subject to maximum of 2 years on the same terms and conditions. The price discovered /agreed in this agreement would form the basis for commercials for any such extension	Kindly amend the below clause as: This Agreement shall come into effect on _____, YYYY (hereinafter the 'Effective Date') and shall be for a duration of 5 (years) from the date of acceptance of letter of award by SI i.e. _____ till _____, YYYY ('Term') extendable to a further period of 2 years, on an year to year basis, subject to maximum of 2 years on mutually agreed terms & conditions on the same terms and conditions. Price discovery for the 2 years extension would be mutually discussed and agreed before the contract expiry period. The price discovered /agreed in this agreement would form the basis for commercials for any such extension.	As per RFP

227	Tata Consultancy services Limited	103	1.12.1 Terms of Payment, Pg 184	Subject to the provisions of this Agreement and subject always to the fulfillment by the SI of its obligations herein, in consideration of the obligations undertaken by the SI under this Agreement, the DoP shall pay such undisputed amounts to the SI for the successful delivery of the Services in pursuance of this Agreement, following the Terms of Payment Schedule set out as Schedule IV of this Agreement.	<p>Kindly amend the below clause as:</p> <p>Subject to the provisions of this Agreement and subject always to the fulfillment by the SI of its obligations herein, in consideration of the obligations undertaken by the SI under this Agreement, the DoP shall pay such undisputed amounts to the SI for the successful delivery of the Services in pursuance of this Agreement, following the Terms of Payment Schedule set out as Schedule IV of this Agreement. The DoP agrees to pay SI invoices within thirty days of receipt. In the event that DoP disputes, DoP shall notify SI reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by DoP within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the DoP. Any dispute shall not relieve DoP from paying when due, the undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the DoP to the SI and the SI shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the SI also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by DoP and any such withholding by the SI shall not be treated as breach by it of the provisions of this Agreement.</p>	Please refer to the corrigendum
228	Tata Consultancy services Limited	104	1.13.1 Events of Default by SI, Pg 185	ii. Where there been an occurrence of such Event of Defaults, inter alia, as stated above, the DoP shall issue a notice of default to the SI, setting out specific defaults/deviances/omissions and providing notice of up to thirty (30) days to enable the SI to remedy the default/deviances/omissions committed	<p>Kindly amend the below clause as:</p> <p>ii. Where there been an occurrence of such Event of Defaults, inter alia, as stated above, the DoP shall issue a notice of default to the SI, setting out specific defaults/deviances/omissions and providing notice of up to thirty (30) days or such period as approved by DoP, to enable the SI to remedy the default/deviances/omissions committed</p>	Please refer to the corrigendum
229	Tata Consultancy services Limited	105	1.13.3 Termination for Breach/ Default, Pg 189	DoP may terminate the Agreement if it comes to knowledge of the DoP that the SI or any of the SI's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.	<p>Kindly amend the below clause as:</p> <p>DoP may terminate the Agreement if it comes to knowledge of the DoP that the SI or any of the SI's personnel who are working in the project have been involved in any fraudulent or corrupt practices or any other practice of similar nature.</p>	As per RFP
230	Tata Consultancy services Limited	106	1.13.5 Effects of termination, Pg 189	iii. Where the termination of the Agreement is before its stipulated term on account of a Default on the part of the SI or because the survival of the SI as an independent corporate entity is threatened/has ceased, the DoP shall pay the SI for that part of the Services which have been authorized by the DoP and satisfactorily performed by the SI up to the date of termination. Without prejudice to any other rights, the DoP may retain such amounts from the payment due and payable by the DoP to the SI as may be required to offset any losses caused to the DoP as a result of any act/omissions of the SI. In case of any loss or damage due to default on the part of the SI in performing any of its obligations concerning executing the scope of work under this Agreement, the SI shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP. Additionally, other members of its team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the SI as described above to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the DoP and as may be proper and necessary to execute the scope of work under the Agreement in terms of the SI's Proposal, the RFP and this Agreement.	<p>Kindly amend the below clause as:</p> <p>iii. Where the termination of the Agreement is before its stipulated term on account of a Default on the part of the SI or because the survival of the SI as an independent corporate entity is threatened/has ceased, the DoP shall pay the SI for that part of the Services which have been authorized by the DoP and satisfactorily performed by the SI up to the date of termination. Without prejudice to any other rights, the DoP may retain such amounts from the payment due and payable by the DoP to the SI as may be required to offset any losses caused to the DoP as a result of any act/omissions of the SI. In case of any loss or damage due to default on the part of the SI in performing any of its obligations concerning executing the scope of work under this Agreement, the SI shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP. Additionally, other members of its team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the SI as described above to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the DoP and as may be proper and necessary to execute the scope of work under the Agreement in terms of the SI's Proposal, the RFP and this Agreement.</p>	As per RFP

231	Tata Consultancy services Limited	107	1.13 Events of Default, Termination and Suspension 1.13.5 Effects of termination, Pg 189	v. All payments under this clause shall be payable only after the SI has complied with and completed the transition and exit management as per the Exit Management Schedule to the satisfaction of the DoP. In case of expiry of the Agreement, the last due payment shall be payable to the SI after the SI has complied with and completed the transition and exit management as per the Exit Management Schedule to the satisfaction of the DoP.	v. All the payments under this clause pertaining to the exit management timeframe shall be payable only after the SI has complied with and completed the transition and exit management as per the Exit Management Schedule to the satisfaction of the DoP. In case of expiry of the Agreement, the last due payment shall be payable to the SI after the SI has complied with and completed the transition and exit management as per the Exit Management Schedule to the satisfaction of the DoP. - In the event that DoP terminates this agreement, compensation will be accorded to the SI for the goods delivered, services rendered, advance paid and expenses incurred upto the termination along with the cost for the additional period for which the DoP has requested the SI to continue the services.-If any amount due and payable by DoP under the Agreement is more than 30 days overdue; and there is no dispute between DoP and the SI in relation to that amount, the SI may issue to DoP a notice that payment is overdue. If DoP fails to pay the SI within 7 days after the date of such notice, the SI may by a further notice to DoP terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.	As per RFP
232	Tata Consultancy services Limited	108	1.13 Events of Default, Termination and Suspension 1.13.4 Termination for Convenience, Pg 189	The DoP may, by written notice of 60 (sixty) days sent to the SI, terminate the Agreement, in whole at any time for its convenience. The notice of termination shall specify that termination is for the DoP's convenience, the extent to which the performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.	Request this clause to be deleted.	As per RFP
233	Tata Consultancy services Limited	109	1.13 Events of Default, Termination and Suspension 1.13.8 Suspension, Pg 191	i. The SI shall, if ordered in writing by the DoP, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time. The DoP shall inform the SI about such suspension at least 15 days in advance. The SI shall not be entitled to claim compensation for any loss or damage incurred by the SI because of such temporary suspension of the services for a continuous period of 30 days. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the SI, if written request for the same is made. ii. In the event the DoP suspends the progress of work for a period in excess of 30 days in aggregate, rendering the SI to extend the SI's Performance Guarantee then the SI shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the SI producing the requisite evidence from the concerned bank.	Kindly amend the below clause as: i. The SI shall, if ordered in writing by the DoP, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time. The DoP shall inform the SI about such suspension at least 15 days in advance. The SI shall not be entitled to claim compensation for any loss or damage incurred by the SI because of such temporary suspension of the services for a continuous period of 30 days, any such suspension beyond 30 days both DoP and SI would mutually workout a compensation claim amount which would be paid by DoP within 30 days of such agreement. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the SI, if written request for the same is made. ii. In the event the DoP suspends the progress of work for a period in excess of 30 days in aggregate, rendering the SI to extend the SI's Performance Guarantee then DoP the SI shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the SI producing the requisite evidence from the concerned bank.	As per RFP

234	Tata Consultancy services Limited	110	1.14. Indemnification & Limitation of Liability 1.14.4 Risk Purchase, Pg 193	If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the Slunder this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk and responsibility. Any incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.	If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the Slunder this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk and responsibility. Any incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process. The cost of procurement from alternate source shall be capped equivalent to 5% of the value of goods/services quoted in the contract and not delivered.	Please refer to the corrigendum
235	Tata Consultancy services Limited	111	1.14. Indemnification & Limitation of Liability, 1.14.5 Limitation of Liability, Pg 193	iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 1.11.3 (Security and Safety), 1.16(Confidentiality) and breach of Intellectual Property Rights of a third party.	Kindly amend the below clause as: iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 1.11.3 (Security and Safety), 1.16(Confidentiality) and breach of Intellectual Property Rights of a third party.	As per RFP
236	Tata Consultancy services Limited	112	1.19 Warranty, 1.19.1 Standard, Pg 199	iv. The warranty period shall commence from the date of Go-live of the Project (as defined in Volume I of the RFP) and shall extend for as follows: Components Period Standard Hardware 6 months post completion of this Agreement COTS Software 6 months post completion of this Agreement Bespoke Software 6 months post completion of this Agreement	Kindly amend the below clause as: iv. The warranty period shall commence from the date of Go-live of the Project (as defined in Volume I of the RFP) and shall extend for as follows: Components Period Standard Hardware 6 months post completion of this Agreement's original tenure of 5 years COTS Software 6 months post completion of this Agreement's original tenure of 5 years Bespoke Software 6 months post completion of this Agreement	As per RFP
237	Tata Consultancy services Limited	113	1.21 Miscellaneous, 1.21.3 Sub-contractors, Pg 202	b. As provided in clause 1.21.3 (a) above, the SI shall immediately upon execution of the contract(s) to be entered into with such delegate/sub-contractor provide a copy of the same (without commercials) to the DoP within 15 days from the date of signing the Agreement and shall not review, amend, modify or terminate the terms of such contracts without the prior written consent of the DoP.	Kindly amend the below clause as: b. As provided in clause 1.21.3 (a) above, the SI shall immediately upon execution of the contract(s) to be entered into with such delegate/sub-contractor provide a copy of the same (without commercials) to the DoP within 15 days from the date of signing the Agreement and shall not review, amend, modify or terminate the terms of such contracts without the prior written consent of the DoP.	As per RFP
238	Tata Consultancy services Limited	114	1.24 Schedule III- Exit Management Schedule, 1.24.2 Transfer of Assets, Pg 214	b)In case of contract being terminated by DoP, DoP reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued.	Kindly amend the below clause as: b)In case of contract being terminated by DoP, DoP reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued. Payment needs to be made for the work done during these period of 6 months.	Please read Clause 1.24.2 (d) in this Exit Management Schedule which is self explanatory. It states that Payment to the outgoing SI shall be made to the tune of last set of completed services / deliverables, subject to Service Levels requirements.As per RFP
239	Tata Consultancy services Limited	115	2.2 Deployment of requisite resources for Application	2.2.2 Testing Support The System Integrator shall provision and implement the tools and licenses required for testing. The automated testing shall be implemented for functionality, performance, and security to enhance the reliability and security of applications and infrastructure. This shallinclude the following key components:	The most used tools for DevSecOps pipeline or OSS community. Can you please confirm whether we can propose OSS community tools for DevOps pipeline. Please note that the	As per RFP

240	Tata Consultancy services Limited	116	2.4.3 Manpower and Training	The SI shall provide the necessary manpower to run and manage the CCCC. Round-the-clock, skilled monitoring team shall be available on the premises, as detailed in the Manpower requirements section of this RFP. The SI shall be willing to transfer skills to the teams of DoP, by means of training and documentation.	Is this manpower requirement over and above from what has been mentioned in the commercial bid format. Please clarify.	As per RFP
241	Tata Consultancy services Limited	117	2.5 Software Licenses	The System Integrator shall provide comprehensive managed services including renewals, upgrades, and patch updates, which include but are not limited to: 2.5.1 DoP Tech Stack	With Reference to table 2.5.1: 1. Does SI need to provide only the software license and renewals mentioned in section 2.5.1 or are there any other software licenses except for APM, EMS and CCCC solution. 2. There are many tools which are mentioned as "Community Edition" , is there any requirement for provisioning Enterprise support for these components 3. Please provide the number of licenses and duration for each required software license. 4. We understand that there will not be any requirement for provisioning any licenses that are currently provided by NIC for example DB services. 5. The table 2.5.1 says that DevOps tools "To be proposed by the bidder" but these tools are already mentioned under CICD and Test automation. Please confirm which specific DevOps tools are to be identified and provisioned by the bidder. 6. For any license renewals, please provide license expiry date, number of licenses for each required software license renewal.	1) As per RFP 2) As per RFP 3) As per RFP 4) Any additional services not procured through this tender shall be procured separately. 5) As per RFP 6) As per RFP
242	Tata Consultancy services Limited	118	2.2.1 Implementation of CI/CD Pipeline	1) Requirements Gathering: The System Integrator shall gather the detailed requirements for the CI/CD pipelines, including specific tools among the DoP Technology Stack, languages, frameworks, and deployment environments.	What are the current technology, languages, frameworks and environments for which DoP is expecting the SI to provide support for creating the CICD pipelines.	As per RFP
243	Tata Consultancy services Limited	119	Pg :68	Penalties: a. The payment would be linked to compliance with the SLA metrics as laid down in the agreement. b. The penalty in the percentage of the quarterly payment is indicated against each SLA parameter in the table c. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty would be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations d. Overall penalties shall not exceed 10% of the quarterly bill e. If the penalties exceed more than 10% of the quarterly bill in consecutive three months, a notice for termination may be issued to the System Integrator.	Kindly amend the below clause as: Penalties: a. The payment would be linked to compliance with the SLA metrics as laid down in the agreement. b. The penalty in the percentage of the quarterly payment is indicated against each SLA parameter in the table c. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty would be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations d. Overall penalties shall not exceed 105% of the quarterly bill e. If the penalties exceed more than 10% of the quarterly bill in consecutive three months, a notice for termination may be issued to the System Integrator. Notwithstanding anything contained herein the maximum aggregate penalty including LD, if any, shall not exceed five (5) percent of the value of the delayed on undelivered services.	As per RFP

244	Tata Consultancy services Limited	120	Pg :83	<p>x. The EMD may be forfeited:</p> <p>a. If a Bidder withdraws the proposal or increases the quoted prices after the opening of the Proposal and during the period of the Bid validity period or its extended period, if any.</p> <p>b. If the Bidder has its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>c. If the Bidder, having been notified of the acceptance of its bid by DoP during the period of validity of bid: (a) Withdraws its participation from the bid during the period of validity of bid; or (b) Fails or refuses to participate in the subsequent bid process after having been short listed.</p> <p>d. In case of a successful Bidder, if the Bidder fails to sign the Agreement per the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee per the terms and conditions (including timelines for furnishing PBG) of this RFP.</p> <p>e. If the Bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid.</p> <p>f. During the Bid process, if the Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.</p> <p>g. The decision of the DoP regarding the forfeiture of the EMD shall be final and binding on the Bidder's and shall not be called upon in question under any circumstances.</p>	<p>Kindly amend the below clause as:</p> <p>x. The EMD may be forfeited:</p> <p>a. If a Bidder withdraws the proposal or increases the quoted prices after the opening of the Proposal and during the period of the Bid validity period or its extended period, if any.</p> <p>b. If the Bidder has its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>c. If the Bidder, having been notified of the acceptance of its bid by DoP during the period of validity of bid: (a) Withdraws its participation from the bid during the period of validity of bid; or (b) Fails or refuses to participate in the subsequent bid process after having been short listed.</p> <p>d. In case of a successful Bidder, if the Bidder fails to sign the mutually agreed Agreement per the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee per the terms and conditions (including timelines for furnishing PBG) of this RFP.</p> <p>e. If the Bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid.</p> <p>f. During the Bid process, if the Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.</p> <p>g. The decision of the DoP regarding the forfeiture of the EMD shall be final and binding on the Bidder's and shall not be called upon in question under any circumstances.</p>	As per RFP
245	Tata Consultancy services Limited	121	Annexure 2 section 6.2.3.Pg: 89	<p>4.18 Deviations, Exclusions and Assumptions Any bid submitted with material deviations, exclusions and assumptions shall be rejected. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Technical Bid Annexure 2 section 6.2.3.</p>	<p>4.18 Deviations, Exclusions and Assumptions Any bid submitted with material deviations, exclusions and assumptions shall be rejected. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Technical Bid Annexure 2 section 6.2.3.</p>	Incomplete Query
246	Tata Consultancy services Limited	122	Pg :91	<p>3. Without prejudice to the rights of DoP under the clause above and the rights and remedies which the DoP may have under the LOA or Agreement if a Bidder , as the case may be, is found by DoP to have directly or indirectly or through an agent, engaged or indulged in Prohibited Practices during the selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DoP during a period of 3 years from the date such Bidder is blacklisted.</p>	<p>Kindly amend the below clause as:</p> <p>3. Without prejudice to the rights of DoP under the clause above and the rights and remedies which the DoP may have under the LOA or Agreement if a Bidder , as the case may be, is found by DoP to have directly or indirectly or through an agent, engaged or indulged in Prohibited Practices during the selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DoP during a period of 3 years from the date such Bidder is blacklisted.</p>	As per RFP

247	Tata Consultancy services Limited	123	Section no-4.30 Signing of Contract, Pg :25	<p>4.30 Signing of Contract</p> <p>1. Successful Bidder shall sign the contract within the period of 21 calendar days of the notification of the letter of award (LoA) by DoP. However, it is to be noted that the date of commencement of the Project and all contractual obligations shall commence from the Effective Date. All reference timelines as regards the execution of the Project and the payments to the successful Bidder shall be considered as beginning from the Effective date. If the contract is not executed within 21 days, their bid may be held as non- responsive and liable for rejection as per the discretion of DoP.</p> <p>2. The acceptance of the award (LoA) will constitute the formation of the contract. Upon the successful Bidder executing the contract with DoP, it will promptly notify each unsuccessful bidder.</p> <p>3. At the time DoP notifies the successful Bidder that its bid has been accepted, the Bidder will be required to execute the MSA. The contract should be executed within 21 calendar days of the issue of the letter of award.</p>	<p>Kindly amend the below clause as:</p> <p>4.30 Signing of Contract</p> <p>1. Successful Bidder shall sign the mutually agreed contract within the period of 21 calendar days of the notification of the letter of award (LoA) by DoP. However, it is to be noted that the date of commencement of the Project and all contractual obligations shall commence from the Effective Date. All reference timelines as regards the execution of the Project and the payments to the successful Bidder shall be considered as beginning from the Effective date. If the contract is not executed within 21 days, their bid may be held as non- responsive and liable for rejection as per the discretion of DoP.</p> <p>2. The acceptance of the award (LoA) will constitute the formation of the contract. Upon the successful Bidder executing the mutually agreed contract with DoP, it will promptly notify each unsuccessful bidder.</p> <p>3. At the time DoP notifies the successful Bidder that its bid has been accepted, the Bidder will be required to execute the MSA. The contract should be executed within 21 calendar days of the issue of the letter of award.</p>	As per RFP
248	Tata Consultancy services Limited	124	Pg:112	<p>Dear Sir,</p> <p>Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the Project "Selection of SI for Postal and Logistics Solution".</p> <p>We attach hereto our responses to RFP requirements as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the Department of Posts, is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.</p> <p>We fully understand and agree to comply that on verification, if any, of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project if selected to do so.</p> <p>We agree to abide by the conditions outlined in this RFP.</p> <p>We agree that you are not bound to accept any proposal you may receive.</p> <p>It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.</p>	<p>Kindly amend the below clause as:</p> <p>Dear Sir,</p> <p>Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the Project "Selection of SI for Postal and Logistics Solution".</p> <p>We attach hereto our responses to RFP requirements as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the Department of Posts, is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.</p> <p>We fully understand and agree to comply that on verification, if any, of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project if selected to do so.</p> <p>Subject to deviations. We agree to abide by the conditions outlined in this RFP.</p> <p>We agree that you are not bound to accept any proposal you may receive.</p> <p>It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.</p>	As per RFP

249	Tata Consultancy services Limited	125	Section 6.2.3 No Deviation Certificate, Pg:116	<p>6.2.3 No Deviation Certificate To Date: dd/mm/yyyy Shri XX-XX, Technology Division, Dak Bhawan, Sansad Marg, New Delhi – 110001 Subject: Submission of Technical Proposal for Department of Posts for "Selection of SI for Postal and Logistics Solution" No: <No> Dated <DD/MM/YYYY> Dear Sir, Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the Project "Selection of SI for Postal and Logistics Solution". I/We understand that any deviation/exception in any form in our bid/proposal against the RFP dated may result in the rejection of our bid/proposal. I/We, therefore, certify that we do not have any exception/deviation of the RFP clauses anywhere in the bid/proposal and we agree that if any deviation is mentioned or noticed, our bid/proposal may be rejected.</p>	<p>Kindly amend the below clause as: 6.2.3 No Deviation Certificate To Date: dd/mm/yyyy Shri XX-XX, Technology Division, Dak Bhawan, Sansad Marg, New Delhi – 110001 Subject: Submission of Technical Proposal for Department of Posts for "Selection of SI for Postal and Logistics Solution" No: <No> Dated <DD/MM/YYYY> Dear Sir, Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the Project "Selection of SI for Postal and Logistics Solution". I/We understand that any deviation/exception in any form in our bid/proposal against the RFP dated may result in the rejection of our bid/proposal. I/We, therefore, certify that we do not have any exception/deviation of the RFP clauses anywhere in the bid/proposal and we agree that if any deviation is mentioned or noticed, our bid/proposal may be rejected.</p>	As per RFP
250	Tata Consultancy services Limited	126	Pg: 122	<p>Subject: Self Certificate for Non- Blacklisting Reference: RFP- "Selection of SI for Postal and Logistics Solution", No: <No> Dated <DD/MM/YYYY> Dear Sir We confirm that our Company <insert full name of company> has not been blacklisted by the Government of India and/or any State Government and/or any Central PSU in India for corrupt, fraudulent or any other unethical business practices as of the date of submission of the proposal.</p>	<p>Kindly amend the below clause as: Subject: Self Certificate for Non- Blacklisting Reference: RFP- "Selection of SI for Postal and Logistics Solution", No: <No> Dated <DD/MM/YYYY> Dear Sir We confirm that <u>to the best of our knowledge and based on the documents available</u> our Company <insert full name of company> has not been blacklisted by the Government of India and/or any State Government and/or any Central PSU in India for corrupt, fraudulent or any other unethical business practices as of the date of submission of the proposal.</p>	As per RFP
251	Tata Consultancy services Limited	127	SECTION 5 – PREVIOUS TRANSGRESSION, Pg: 128	<p>SECTION 5 – PREVIOUS TRANSGRESSION (1) The SI declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the bid process. (2) If the SI makes an incorrect statement on this subject, he can be disqualified from the bid process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".</p>	<p>Kindly amend the below clause as: SECTION 5 – PREVIOUS TRANSGRESSION (1) The SI declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the bid process. (2) If the SI makes an incorrect statement on this subject, he can be disqualified from the bid process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".</p>	As per RFP
252	Tata Consultancy services Limited	128	Pg: 141	<p>5.3 Indemnification: The Recipient agrees to indemnify and hold DoP harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against DoP due to any breach, nonobservance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement</p>	<p>Kindly amend the below clause as: 5.3 Indemnification: The Recipient agrees to indemnify and hold DoP harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against DoP due to any breach, nonobservance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.</p>	As per RFP

253	Tata Consultancy services Limited	129	Pg:147	I/We also confirm that there are no potential elements (timeframe for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP. We undertake and agree to indemnify and hold the Department of Posts harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by Department of Posts and/or its representatives, if any such conflict arises later.	I/We also confirm that there are no potential elements (timeframe for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP. We undertake and agree to indemnify and hold the Department of Posts harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by Department of Posts and/or its representatives, if any such conflict arises later.	As per RFP
254	Tata Consultancy services Limited	130	6.2.20 Proforma for Performance Bank Guarantee, Pg: 153	6.2.20 Proforma for Performance Bank Guarantee	Kindly amend the below clause as: 6.2.20 Proforma for Performance Bank Guarantee This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of Purchaser is in respect of the Contract/agreement dated _____. As communicated by Contractor on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Contractor by Purchaser, in respect of previous contracts between Contractor and Purchaser. As communicated by Contractor on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any previous contracts between Contractor and Purchaser. Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.	As per RFP
255	Tata Consultancy services Limited	131	Pg: 163	Dear Sir As an Owner/ Partner/ Director/ Auth. Signatory of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, - a) possess the necessary professional, technical, Commercial and managerial resources and competence required by the Bidding Document issued by the DoP; b) have fulfilled my/ our obligation to pay such taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document; c) is having an unblemished record and is not declared ineligible/blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central Government/ PSU/ UT as on date of RFP submission. d) does not have any previous transgressions with any entity in India or any other country during the last three years e) does not have any debarment by any other procuring entity as on date of RFP submission f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons. g) does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified according to debarment proceedings to the best of its knowledge and based on the documents available. h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition. i) will comply with the code of integrity as specified in the bidding document	Kindly amend the below clause as: Dear Sir As an Owner/ Partner/ Director/ Auth. Signatory of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, - a) possess the necessary professional, technical, Commercial and managerial resources and competence required by the Bidding Document issued by the DoP; b) have fulfilled my/ our obligation to pay such taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document; c) is having an unblemished record and is not declared ineligible/blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central Government/ PSU/ UT as on date of RFP submission. d) does not have any previous transgressions with any entity in India or any other country during the last three years e) does not have any debarment by any other procuring entity as on date of RFP submission f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons. g) does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified according to debarment proceedings to the best of its knowledge and based on the documents available. h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition. i) will comply with the code of integrity as specified in the bidding document	As per RFP
256	Tata Consultancy services Limited	132	MSA	MSA		As per RFP

257	Tata Consultancy services Limited	133	Pg: 9	<p>1.3 Term and Duration of the Agreement This Agreement shall come into effect on _____, YYYY (hereinafter the 'Effective Date') and shall be for a duration of 5 (years) from the date of acceptance of letter of award by SI i.e. _____ till _____,YYYY ('Term') extendable to a further period of 2years, on an year to year basis, subject to maximum of 2 years on the same terms and conditions. The price discovered /agreed in this agreement would form the basis for commercials for any such extension. The Agreement shall continue till the date of the completion of the operation and maintenance to the DoP, unless terminated earlier (as per Clause 1.13), in which case the Agreement will get terminated on fulfillment of all obligations mentioned as per Clause 1.13 and Schedule III (i.e. Exit Management Schedule).</p>	<p>Kindly amend the below clause as: 1.3 Term and Duration of the Agreement This Agreement shall come into effect on _____, YYYY (hereinafter the 'Effective Date') and shall be for a duration of 5 (years) from the date of acceptance of letter of award by SI i.e. _____ till _____,YYYY ('Term') extendable to a further period of 2years, on an year to year basis, subject to maximum of 2 years on the same terms and conditions. The price discovered /agreed in this agreement would form the basis for commercials for any such extension. The Agreement shall continue till the date of the completion of the operation and maintenance to the DoP, unless terminated earlier (as per Clause 1.13), in which case the Agreement will get terminated on fulfillment of all obligations mentioned as per Clause 1.13 and Schedule III (i.e. Exit Management Schedule).</p>	As per RFP
258	Tata Consultancy services Limited	134	1.5.2 Liquidated Damages and Service Levels, Pg:12	<p>1.5.2 Liquidated Damages and Service Levels Time is the essence of the Agreement, and the delivery dates are binding on the SI. The SI shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels mentioned in the RFP. If the SI fails to achieve the Timelines or the Service Levels due to reasons attributable to the SI, the SI shall be liable to pay liquidated damages as per Volume I of the RFP. Payment of liquidated damages shall not be the sole and exclusive remedies available to the DoP and the SI shall not be relieved from any obligations by payment of such liquidated damages. Liquidated damages will be capped as mentioned in Volume I of the RFP. The right to claim any liquidated damages shall be without prejudice to other rights and remedies available to DoP under the contract and law. If the liquidated damages cross the cap on liquidated damages mentioned in Volume I of the RFP, DoP shall have the right to terminate the Agreement for default and consequences for such termination for default as provided in this Agreement and as per applicable law shall be applicable. Each of the Parties shall ensure that the range of the Services/Deliverables under the Service Levels shall not be varied, reduced or increased except with the prior written agreement between the DoP and the SI.</p>	<p>Kindly amend the below clause as: 1.5.2 Liquidated Damages and Service Levels Time is the essence of the Agreement, and the delivery dates are binding on the SI. The SI shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels mentioned in the RFP. If the SI fails to achieve the Timelines or the Service Levels due to reasons attributable to the SI, the SI shall be liable to pay liquidated damages as per Volume I of the RFP. Payment of liquidated damages shall not be the sole and exclusive remedies available to the DoP and the SI shall not be relieved from any obligations by payment of such liquidated damages. Liquidated damages will be capped as mentioned in Volume I of the RFP. The right to claim any liquidated damages shall be without prejudice to other rights and remedies available to DoP under the contract and law. If the liquidated damages cross the cap on liquidated damages mentioned in Volume I of the RFP, DoP shall have the right to terminate the Agreement for default and consequences for such termination for default as provided in this Agreement and as per applicable law shall be applicable. Each of the Parties shall ensure that the range of the Services/Deliverables under the Service Levels shall not be varied, reduced or increased except with the prior written agreement between the DoP and the SI. <u>Notwithstanding anything contained herein the maximum aggregate penalty including LD, if any, shall not exceed five (5) percent of the value of the delayed on undelivered services.</u></p>	As per RFP
259	Tata Consultancy services Limited	135	1.12 Financial Matters, 1.12.1 Terms of Payment, Pg: 18	<p>1.12 Financial Matters 1.12.1 Terms of Payment</p>	<p>Kindly amend the below clause as: 1.12 Financial Matters 1.12.1 Terms of Payment All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by DOP and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. All fees payable to Bidder are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, DOP shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the DOP. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the DOP. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p>	Please refer to the corrigendum

260	Tata Consultancy Services Limited	136	1.13.2 Consequences for Events of Default, Pg:22	<p>1.13.2 Consequences for Events of Default</p> <p>Where an Event of Default subsists or remains uncured, the DoP shall be entitled to:</p> <p>i. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure a smooth continuation of the Services and the project which the SI shall be obliged to comply with, which may include unilateral redetermination of the consideration payable to the SI under this Agreement. The SI shall in addition take all available steps to minimize loss resulting from such event of default.</p> <p>ii. Suspend all payments to the SI under the Agreement by written notice of suspension to the SI provided that such notice of suspension shall (a) specify the nature of failure, and (b) request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI.</p> <p>iii. Terminate the Agreement in full.</p> <p>iv. Retain such amounts from the payment due and payable by the DoP to the SI as may be required to offset any losses caused to the DoP as a result of such event of default and the SI shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP in this regard.</p>	<p>Kindly amend the below clause as:</p> <p>1.13.2 Consequences for Events of Default</p> <p>Where an Event of Default subsists or remains uncured, the DoP shall be entitled to:</p> <p>i. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure a smooth continuation of the Services and the project which the SI shall be obliged to comply with, which may include unilateral redetermination of the consideration payable to the SI under this Agreement. The SI shall in addition take all available steps to minimize loss resulting from such event of default.</p> <p>ii. Suspend all payments to the SI under the Agreement by written notice of suspension to the SI provided that such notice of suspension shall (a) specify the nature of failure, and (b) request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI.</p> <p>iii. Terminate the Agreement in full.</p> <p>iv. Retain such amounts from the payment due and payable by the DoP to the SI as may be required to offset any losses caused to the DoP as a result of such event of default and the SI shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP in this regard.</p>	As per RFP
261	Tata Consultancy Services Limited	137	Pg: 23	<p>1.13.5 Effects of termination</p> <p>i. In the event of termination of this Agreement due to any cause whatsoever, (whether consequent to the stipulated Term of the Agreement or otherwise) the DoP shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Project which the SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor SI to take over the obligations of the erstwhile SI concerning the execution/continued execution of the scope of this Agreement.</p> <p>ii. If the termination of this Agreement is due to the expiry of the Term of this Agreement /a decision not to grant any (further) extension by the DoP, or where the termination is before the expiry of the stipulated term due to the occurrence of any Event of Default on the part of the SI, the SI herein shall be obliged to provide all such assistance to the successor SI or any other person as may be required and as the DoP may specify including training, where the successor(s) is a representative/personnel of the DoP to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. Without prejudice to the foregoing, upon termination (or upon expiry of the Term) of this Agreement, the SI will comply with the Exit</p>	<p>Kindly amend the below clause as:</p> <p>1.13.5 Effects of termination</p> <p>i. In the event of termination of this Agreement due to any cause whatsoever, (whether consequent to the stipulated Term of the Agreement or otherwise) the DoP shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Project which the SI shall be obliged to comply with subject to mutual agreement and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor SI to take over the obligations of the erstwhile SI concerning the execution/continued execution of the scope of this Agreement.</p> <p>ii. If the termination of this Agreement is due to the expiry of the Term of this Agreement /a decision not to grant any (further) extension by the DoP, or where the termination is before the expiry of the stipulated term due to the occurrence of any Event of Default on the part of the SI, the SI herein shall be obliged to provide all such assistance to the successor SI or any other person as may be required and as the DoP may specify including training, where the successor(s) is a representative/personnel of the DoP to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. Without prejudice to the foregoing, upon termination (or upon expiry of the Term) of this Agreement, the SI will comply with the Exit Management Schedule set out in Schedule III of this Agreement (and as revised from time to time).</p> <p>iii. Where the termination of the Agreement is before its stipulated term on account of a Default on the part of the SI or because the survival of the SI as an independent corporate entity is threatened/has ceased, the DoP shall pay the SI for that part of the Services which have been authorized by the DoP and satisfactorily performed by the SI up to the date of termination. Without prejudice to any other rights, the DoP may retain such amounts from the payment due and payable by the DoP to the SI as may be required to offset any losses caused to the DoP as a result of any act/omissions of the SI. In case of any loss or damage due to default on the part of the SI in performing any of its obligations concerning executing the scope of work under this Agreement, the SI shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP. Additionally, other members of its team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the SI as described above to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the DoP and as may be proper and necessary to execute the scope of work under the Agreement in terms of the SI's Proposal, the RFP and this Agreement.</p> <p>iv. Nothing herein shall restrict the right of the DoP to invoke the Performance Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the DoP under law.</p> <p>v. All payments under this clause shall be payable only after the SI has complied with and completed the transition and exit</p>	As per RFP

262	Tata Consultancy services Limited	138	1.14. Indemnification & Limitation of Liability, Pg:25	<p>1.14. Indemnification & Limitation of Liability</p> <p>1.14.1 General Indemnity</p> <p>Subject to Clause 1.14.3 below, SI (the "Indemnifying Party") undertakes to indemnify DoP (the "Indemnified Party") from and against all claims (including third party claims), losses, compensation, expenses (including reasonable attorneys' fees), fines, penalties, taxes, or damages etc. (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default, lack of due care or breach of terms under this Agreement. The Indemnifying Party shall also indemnify Indemnified Party from and against all direct monetary losses, damages etc. arising out of any defect, fault, deficiency in the applications, software licenses, hardware and other components of the Project provided and/or maintained by the Indemnifying Party or any of its sub-contractors etc. Further, Indemnifying Party shall protect and fully indemnify and keep indemnified the Indemnified Party from all claims, damages or compensation for infringement under the provisions of the Digital Personal Data Protection Act, 2023.</p> <p>1.14.2 IPR Indemnity</p> <p>If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Deliverable / Services provided by the Indemnifying Party</p>	<p>Kindly amend the below clause as:</p> <p>1.14. Indemnification & Limitation of Liability</p> <p>1.14.1 General Indemnity</p> <p>Subject to Clause 1.14.3 below, SI (the "Indemnifying Party") undertakes to indemnify DoP (the "Indemnified Party") from and against all claims (including third party claims), losses, compensation, expenses (including reasonable attorneys' fees), fines, penalties, taxes, or damages etc. (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default, lack of due care or breach of terms under this Agreement. The Indemnifying Party shall also indemnify Indemnified Party from and against all direct monetary losses, damages etc. arising out of any defect, fault, deficiency in the applications, software licenses, hardware and other components of the Project provided and/or maintained by the Indemnifying Party or any of its sub-contractors etc. Further, Indemnifying Party shall protect and fully indemnify and keep indemnified the Indemnified Party from all claims, damages or compensation for infringement under the provisions of the Digital Personal Data Protection Act, 2023.</p> <p>1.14.2 IPR Indemnity</p> <p>If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Deliverable / Services provided by the Indemnifying Party infringes a copyright, trade secret or patents or other intellectual property rights of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. The Indemnifying Party promptly will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:</p> <p>i. Indemnified Party's misuse or modification of the Service/ Deliverables. ii. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.</p> <p>iii. Indemnified Party's use of the Service/Deliverables in combination with any product or information not owned or developed or supplied by Indemnifying Party. If any of the service/deliverables, is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either:</p> <p>i. Procure the right for Indemnified Party to continue using it,</p> <p>ii. Replace it with a non-infringing equivalent,</p> <p>iii. Modify it to make it non-infringing.</p> <p>1.14.3 Conditions for Indemnity</p> <p>Without prejudice to the rights of the DoP in respect of indemnification for any claim:</p> <p>i. The DoP shall notify the SI upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim.</p>	As per RFP
263	Tata Consultancy services Limited	139	1.14.4 Risk Purchase, Pg:27	<p>1.14.4 Risk Purchase</p> <p>If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the SI under this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk and responsibility. Any incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.</p>	<p>Kindly amend the below clause as:</p> <p>1.14.4 Risk Purchase</p> <p>If the SI fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DoP due to breach of any obligations of the SI under this Agreement, DoP reserves the right to procure same or equivalent services/Deliverables from alternative sources at the SI's risk and responsibility subject to five percent of the value of delayed or undelivered product or services. Any incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the SI under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.</p> <p>General Indemnity</p> <p>The DOP will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the DOP by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.</p> <p>Indemnity for infringement of intellectual property rights</p> <p>The DOP warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p>	Please refer to the corrigendum

264	Tata Consultancy services Limited	140	1.14.5 Limitation of Liability, Pg: 27	<p>1.14.5 Limitation of Liability</p> <p>i. The liability of SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement.</p> <p>ii. The liability of the DoP (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the SI under this Agreement.</p> <p>iii. Except as otherwise provided herein, in no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings), even if it has been advised of their possible existence.</p> <p>iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 1.11.3 (Security and Safety), 1.16 (Confidentiality) and breach of Intellectual Property Rights of a third party.</p> <p>v. The allocations of liability in this Clause 1.14 represent the agreed and bargained-for understanding of the parties and compensation for</p>	<p>Kindly amend the below clause as:</p> <p>1.14.5 Limitation of Liability</p> <p>i. The liability of SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total amount paid to Bidder by the DOP in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose one time the total contract value payable under this Agreement.</p> <p>ii. The liability of the DoP (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the SI under this Agreement.</p> <p>iii. Except as otherwise provided herein, in no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings), even if it has been advised of their possible existence.</p> <p>iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 1.11.3 (Security and Safety), 1.16 (Confidentiality) and breach of Intellectual Property Rights of a third party v. The allocations of liability in this Clause 1.14 represent the agreed and bargained-for understanding of the parties and compensation for the Services</p> <p>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the DOP or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the DOP, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the DOP. Such failures or delays shall be brought to the notice of the DOP and subject to mutual agreement with the DOP, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the DOP for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</p>	As per RFP
265	Tata Consultancy services Limited	141	1.18 Ownership and Intellectual Property Rights, Pg:31	<p>1.18 Ownership and Intellectual Property Rights</p> <p>a) DoP shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the SI solely during the performance of the Services and for, inter-alia, use or sub-license of such Services under this Agreement. The SI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the DoP and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the DoP.</p> <p>b) Further, the SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc (including, inter alia, licenses for Commercially-Off-The-Shelf software and products), provided by the SI under this Agreement shall be acquired in the name of the DoP, prior to termination of this Agreement and which shall be assigned/ sublicensed by the DoP to the SI (to the extent legally and contractually permissible) for the purpose of execution of any of its obligations under</p>	<p>Kindly amend the below clause as:</p> <p>1.18 Ownership and Intellectual Property Rights</p> <p>a) Subject to the provisions of this section 1.18 and upon payment DoP shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the SI solely during the performance of the Services and for, inter-alia, use or sub-license of such Services under this Agreement. The SI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the DoP and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the DoP.</p> <p>b) Further, the SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc (including, inter alia, licenses for Commercially-Off-The-Shelf software and products), provided by the SI under this Agreement shall be acquired in the name of the DoP, prior to termination of this Agreement and which shall be assigned/sublicensed by the DoP to the SI (to the extent legally and contractually permissible) for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals, registrations, licenses, permits and rights etc., shall endure to the exclusive benefit of the DoP without any additional costs to the DoP in this regard.</p> <p>c) Pre-existing work: All intellectual property rights including tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP") existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Bidder agrees that except with prior consent of DOP, Bidder shall not embed or incorporate any Bidder Pre-Existing IP. (Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under a Statement of Work under this Agreement, Bidder hereby grants to DOP a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize DOP to (a) separate Bidder Pre-Existing</p>	<p>a) As per RFP. b) No comment as no change proposed. c) Clause is self explanatory. Additions proposed not agreeable. As per RFP d) No comment as no change proposed. e) As per RFP. f) As per RFP g) No comment as no change proposed</p> <p>- regarding addition of residuals ,The addition of following sub clause (h) as the same is recognized as per meity guidelines :</p> <p><i>(h) Residuals: In no event shall the SI be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, SI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.</i></p> <p>- Addition regarding third party rights and DoP's ights in accordance with end user license agreement (EULA) as applicable to use of such software not agreeable.</p>

266	Tata Consultancy services Limited	142	e. Changes in Laws and Regulations, Pg:41	<p>e. Changes in Laws and Regulations Unless otherwise stipulated in the Agreement, if after the bid submission (Technocommercial),any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the SI has thereby been affected in the performance of any of its obligations under the Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for, where applicable.</p>	<p>Kindly amend the below clause as: e. Changes in Laws and Regulations Unless otherwise stipulated in the Agreement, if after the bid submission (Technocommercial),any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the SI has thereby been affected in the performance of any of its obligations under the Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for, where applicable.</p>	As per RFP
267	Tata Consultancy services Limited	143		<p>Following clauses needs to be submitted with the prebid queries/ deviations /proposal.</p>	<p>Kindly amend the below clause as: Execution Infrastructure The DOP will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include: i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). The above-mentioned infrastructure will be required for work to be carried out at the site of DOP during regular working hours. DOP shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required. Co-ordination DOP will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. DOP will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various DOP Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from DOP to take decisions and give timely approvals as per the need of the project. Assistance The DOP will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and</p>	As per RFP
268	VuNet Systems Pvt. Ltd	1	RFP VOLUME 1 2.1, Page #7	<p>The SI shall also provision the open source-based application performance monitoring tool for monitoring of the Postal and Logistics Application and implement the tool for monitoring of the application during the contract duration</p>	<p>Our understanding is that an APM tool built on open source stack / technologies and with enterprise OEM support can be proposed for the requirement.</p>	Bidder to propose the solution as per the requirement of the RFP
269	VuNet Systems Pvt. Ltd	2	RFP VOLUME 1 2.3.1, page #21	<p>A total 806 virtual machines shall be provisioned. (Prod=362, SIT=82, DR=362)</p>	<p>For the provision of APM tool, can we assume that these servers have 8 vCPUs (cores) on an average.</p>	Bidder to propose the solution as per the requirement of the RFP
270	VuNet Systems Pvt. Ltd	3	RFP VOLUME 1 2.3.1, page #21	<p>A total 806 virtual machines shall be provisioned. (Prod=362, SIT=82, DR=362)</p>	<p>We understand that the APM tool should monitor all the 3 environments – Prod, SIT and DR. However, clarify if there is a need for an individual instance of APM tool in each environment or whether all the environments can be monitored from one central instance of APM tool.</p>	Bidder to propose the solution as per the requirement of the RFP
271	VuNet Systems Pvt. Ltd	4	RFP VOLUME 1 2.3.1, page #21	<p>Infrastructure Volumetrics for DoP provided by NIC</p>	<p>Log management is critical for root-cause analysis and compliance reporting. Clarify if Log management is expected to be provisioned as part of the APM tool. If so, what could be approx. size of application and infrastructure logs (TB/day) that will be ingested into the tool.</p>	Approximately 2-3Tb and likely increase subject to further analysis by SI.

272	VuNet Systems Pvt. Ltd	5	RFP VOLUME 1 2.5.2, page #31	The proposed APM platform shall support both Linux and Windows flavors for the deployment of its core components.	As DoP is primarily focused on promoting Open Source and systems operate at scale on Linux, can the proposed APM be deployed on Linux instead of Windows OS.	Bidder to Propose
273	VuNet Systems Pvt. Ltd	6	RFP VOLUME 1 2.5.2, page #32	The proposed solution should have out of the box support for automatic baselining wherein the solution can automatically learn the behavior of monitored applications and set baseline thresholds automatically for all the monitored metrics	Though the monitoring tool is being referred to as APM, our understanding of the requirement is for an "Unified infrastructure and application monitoring platform" to provide real-time view into server, database, network, storage and application performance.	Bidder to propose the solution as per the requirement of the RFP
274	VuNet Systems Pvt. Ltd	7	RFP VOLUME 1 2.5.2, page #34	The proposed solution should have a robust analytics engine that can ingest application performance, custom and business data from multiple sources.	Apart from the Command Center and DoP IT leaders, clarify who could be potential consumer of the analytics and insights. Would there be need for CxO dashboards, and business persona specific dashboards as part of the APM tool.	There are various stakeholders who will be accessing the details from Technical and Business Teams with various roles.
275	VuNet Systems Pvt. Ltd	8	RFP VOLUME 1 2.5.2, page #34	The proposed solution should have a robust analytics engine that can ingest application performance, custom and business data from multiple sources such as: i) Application transactions ii) End user browser requests and sessions iii) End user mobile requests and sessions iv) Application logs	For capturing the end-user browser and end-user mobile requests, provide the approx. number of user sessions (in a day or year) from browser and mobile that is expected.	The number of users can vary depending on the services leveraged. The proposed solution should be able to support the number of concurrent users as defined in the RFP.
276	CMS Computers (I) Pvt. Ltd.	1	Technical Evaluation Criteria Point no. 3	#VALUE!	#VALUE!	As per RFP
277	CMS Computers (I) Pvt. Ltd.	2	Technical Evaluation Criteria Point no. 4			As per RFP
278	VMware by Broadcom	1	2.5.1 DOP Tech Stack. 5. Hypervisor	5. Hypervisor KVM NIC (will be available from NIC cloud)	<p>We understand as per RFP that the ask is for a Hypervisor solution - mentioned as KVM which should be available from NIC Cloud</p> <p>This clause restricts participation of other Virtualization Solution OEMs and is restricting the usage of KVM , to make this clause vendor neutral we suggest that the Tool/ Application to be used should be changed from KVM to "Enterprise Virtualization Solution"</p> <p>As mission critical DOP applications are supposed to run with complete high availability , reliability and scalability for the entire duration of the projects- we would like DOP to suggest NIC Cloud team to provide them with a base hypervisor platform which should be an "Enterprise Virtualization Solution" to provide a robust base platform for the DOP IT 2.0 mission critical applications</p> <p>We suggest that a section for Technical Specifications be included which details the minimum technical specifications for Enterprise Virtualization Solution</p> <p>We suggest that the below minimum specs for a enterprise grade virtualization solution be included in the RFP.</p> <ol style="list-style-type: none"> 1. Solution should include compute Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS with features like proactive HA, DRS, replication, fault tolerance with continuous availability of VMs with zero downtime and zero data loss, hot add of CPU, memory, devices for windows as well as Linux VMs, VM level encryption, secure boot, uninterrupted service delivery within and across datacenter at geographical distance (<100ms latency), distributed virtual switch, kernel embedded network and storage virtualization technology. 2. Live migration of VM disk from one storage array to another without any VM downtime. Support this migration from one storage protocol to another e.g.: FC, NFS, iSCSI, DAS. 3. Proactive High availability capability that utilizes server health information and migrates VMs from degraded hosts before problem occurs. 4. Should support High Availability for migration of VMs in case one server fails all the Virtual machines running on that server shall be able to migrate to another physical server running same virtualization software. 	As per RFP

279	VMware by Broadcom	2	<p>2.3.1 Cloud Services Provided by NIC</p> <p>2.3.2 Cloud Managed Services</p>	<p>Service Type IaaS, PaaS</p>	<p>We understand as per RFP that the ask is for IaaS, PaaS kind of service offerings from NIC Cloud with monitoring and logging capabilities for DOP mission critical applications</p> <p>These kind of service offerings need a base layer of a true private cloud which offers these capabilities out of the box.</p> <p>As mission critical DOP applications are supposed to run with complete high availability , reliability and scalability for the entire duration of the projects- we would like DOP to suggest NIC Cloud team to provide them with a private cloud platform which should be an enterprise grade to provide a robust base platform for the DOP IT 2.0 mission critical applications</p> <p>We suggest that a section for Technical Specifications be included which details the minimum technical specifications for Private Cloud Automation.</p> <p>We suggest that the below minimum specs per section be included in the RFP.</p> <p>To provide enterprise grade "Virtual infrastructure & Kubernetes Automation" we suggest the below capabilities should be provided out of the box with the Private Cloud platform solution be included in the RFP</p> <ol style="list-style-type: none"> 1) Solution should provide automation and orchestration solution for automated delivery of IaaS, PaaS, XaaS services so that when VM/app is created it should automatically get the required virtualized compute, storage, networking, firewall, load balancing services without any manual intervention. All compute, network, storage, security, load balancing policies must follow the life cycle of VM and movement within and across DC & DR. 2) The solution shall allow authorized administrators, developers or business users to request new IT services and manage specific cloud and IT resources, while ensuring compliance with business policies. 3) The solution should provide capability for the creation of Infrastructure blueprints including virtual networking (routing, load balancing), and security for the deployment of various services through a user friendly graphical interface by using drag & drop functionality 4) The solution should have a Unified graphical canvas for designing machines, software components and application stacks with the ability to extend or define external integrations in the canvas through XaaS 	As per RFP
280	VMware by Broadcom	2	<p>2.3.1 Cloud Services Provided by NIC</p> <p>2.3.2 Cloud Managed Services</p>	<p>Real-time monitoring of DoP Infrastructure services</p> <p>Availability of server logs/records for audits</p>	<p>We understand as per RFP that the ask is for IaaS, PaaS kind of service offerings from NIC Cloud with monitoring and logging capabilities for DOP mission critical applications</p> <p>These kind of service offerings need a base layer of a true private cloud which offers these capabilities out of the box.</p> <p>As mission critical DOP applications are supposed to run with complete high availability , reliability and scalability for the entire duration of the projects- we would like DOP to suggest NIC Cloud team to provide them with a private cloud platform which should be an enterprise grade to provide a robust base platform for the DOP IT 2.0 mission critical applications</p> <p>We suggest that a section for Technical Specifications be included which details the minimum technical specifications for Private Cloud Monitoring & Logging.</p> <p>We suggest that the below minimum specs per section be included in the RFP.</p> <p>To provide enterprise grade "Virtual infrastructure & Kubernetes Operations and Logging" we suggest the below capabilities should be provided out of the box with the Private Cloud platform solution be included in the RFP</p> <ol style="list-style-type: none"> 1) The solution should have log analytics available in one single management window to make troubleshooting easier. Should provide a single location to collect, store, and analyse unstructured data from OS, VMs, apps, servers, storage, network and security devices, containers, Kubernetes etc. at scale. Should provide intuitive dashboard and should allow IT teams to search for certain event patterns & types for troubleshooting. 2) The Solution should have Integrated log management and operation management, in order to better co-relate incidents happening and Should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediations 3) Should be able to add all types of structured and unstructured log data, enabling administrators to troubleshoot quickly, without needing to know the data beforehand with long term Log retention and Log archival for future access. 4) Solution must provide cloud operations layer integrated with automation layer which provides proactive monitoring, alerts, management, capacity planning, performance management, troubleshooting, workflow with compliance etc. 	As per RFP
281	VMware by Broadcom		<p>Query received over email</p>		<p>As we discussed in our pre-bid meeting - as mission critical DOP applications are supposed to run with complete high availability , reliability and scalability for the entire duration of the projects- we would like DOP to suggest NIC Cloud team to provide them with a base hypervisor / private cloud platform which should be an "Enterprise Virtualization Solution" to provide a robust base platform with inbuilt monitoring , logging and security features to host the DOP IT 2.0 mission critical applications .</p>	As per RFP

282	HCLSoftware	1	2.2.2, Page 9 & 10 (4th Clause)	The System Integrator shall evaluate, select, and configure appropriate SAST tools for static code analysis, and implement DAST tools to assess running applications for vulnerabilities.	<ol style="list-style-type: none"> 1. For SAST & DAST , please provide the technical specifications and sizing details for us to understand better which module will be best suited for DOP's requirements. 2. How many users will use the Application Testing tool? 3. License will be floating user based or named / authorized users? 4. Any Integration required with technical tool ? 5. List of key technologies - development languages currently used for application development which will be part of the scope for application security testing 	<ol style="list-style-type: none"> 1. Bidder to propose as per the details in the RFP and their experience 2. Around 10 3. Floating user based 4. As per RFP 5. As per RFP
283	HCLSoftware	2	2.5.1, Page 30 (19th Point)	To be proposed by Bidder	<ol style="list-style-type: none"> 1. What all DevOps Tool are required - <ol style="list-style-type: none"> a. Source Code management b. Testing tools c. Deployment management d. Developer productivity and project management e. Release Management / DevOps Pipeline visibility and governance 2. Kindly provide the tech specification for DevOps tools and the sizing details. 3. Please highlight the number of application development projects in a year 4. Number of developers and testers in the organization 	<ol style="list-style-type: none"> 1. As per RFP 2. Bidder is required to quote unit price for the software licenses and measurement unit 3. Will vary based on the business requirements. 4. Approximately 200 employees including Developers and testers
284	HCLSoftware	3	6.2, Page 70 (2nd Point)	100% on actual supply of licenses subject to submission of proof of procurement of licenses in the name of DoP	Kindly explain payment schedule of Software License . Will the full payemnt of 5 years Software licnese happen during the Actual Delivery	As per RFP

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

Volume 1: Scope of Work

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

Department of Posts
Ministry of Communications
Government of India

Contents

1	Introduction	3
1.1	About DoP.....	3
2	Scope of Work	4
2.1	Background of the Project	7
2.2	Deployment of requisite resources for Application development, deployment, management and monitoring of Postal and related applications of the DoP	8
2.2.1	Implementation of CI/CD Pipeline	8
2.2.2	Testing Support	9
2.2.3	Testing and Quality Assurance Requirements.....	11
2.2.4	Deployment.....	12
2.2.5	Support Services for Helpdesk.....	15
2.2.6	Operation and Management	16
2.2.7	Change Approval Process.....	18
2.3	Management of cloud services (NIC Cloud DC/DR/Mysuru Development Centre)	19
2.3.1	Cloud Services provided by NIC	19
2.3.2	Cloud Managed Services	21
2.3.3	Mysuru Development Centre	23
2.4	Provisioning and management of Centralized Command and Control Centre at Bangalore	24
2.4.1	Requirements Overview	26
2.4.2	SLA Monitoring and Management	27
2.4.3	Manpower and Training.....	28
2.4.4	Reports	28
2.5	Software Licenses	29
2.5.1	DoP Tech Stack	29
2.5.2	Application Performance Monitoring Tool	30
2.5.3	ECMS Tool	34
2.6	Sub-Contracting	47
3	Manpower Requirements	49
4	Service Level Agreement	55
4.1	Key Service Level Objectives	55
4.2	Service Level Agreement – Operational SLA.....	57

4.3	Service Level Agreement - CCCC.....	62
5	Timelines.....	68
5.1	Timelines for Manpower for Application Deployment & Management and Cloud Services.....	68
5.2	Provisioning of Software Licenses	68
5.3	Centralized Command Control Centre.....	69
6	Payment Schedule	70

1 Introduction

1.1 About DoP

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

With 1.6 Lakh post offices, DoP has the most widely distributed postal network in the world. The Department of Posts (DoP) has fulfilled India's communication needs for more than 160 Years and has played a significant part in improving people's economic and social lifestyle. DoP touches the lives of citizens of the country in many ways such as through door-to-door delivery of postal communications, collection of postal articles from Post box, inviting people to save money for their future needs via Postal Savings Bank Schemes, providing life insurance cover to Urban and Rural population under Postal Life Insurance (PLI) and Rural Postal Life Insurance (RPLI), providing retail services such as electricity, telephone, house tax bill collections, sale of application forms, passport services, Aadhaar services etc.

As of 31st, March 2024, the Department of Posts with 1,64,972 Post Offices spread in every nook and corner of the country and is the largest postal network in the world. Out of these post offices, about 90.60% (149478) of Post Offices are in Rural areas and the rest 9.40% (15,494) are in urban areas. This gives the Department of Posts an edge over other players in delivering government opportunities for Rural Financial and Digital India inclusion. There are a total of 4,17,114 employees of which 2,39,702 are Gramin Dak Sewaks (GDSs) at BO level (Rural Post offices) who work at the village level providing postal facilities that comprise regular postal services such as mail operations, Insurance and Banking retail that are being performed by DoP for the Government of India and sometimes State Governments too as per the schemes provided for the benefit of citizens.

Each Rural Post Office serves about 6,030 people and the Urban Post Office serves about 31,422 people. On average, each Post Office in India covers about 19.93 Square Kilometers and serves an average of about 8,415 people.

For more details:

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

2 Scope of Work

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

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

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

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

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

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

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

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

2.1 Background of the Project

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

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

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

Scope work further detailed in subsequent sections as below:

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

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

2.2.1 Implementation of CI/CD Pipeline

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

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

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

2.2.2 Testing Support

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

1. Automation of Testing

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

2. Integration of SAST and DAST

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

3. Continuous Monitoring and Proactive Identification

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

4. Tool Integration

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

5. Continuous Improvement and Training

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

2.2.3 Testing and Quality Assurance Requirements

2.2.3.1 Pre-commissioning Tests

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

Test Planning and Strategy:

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

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

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

7. Performance, Scalability and Load Test:

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

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

2.2.4 Deployment

2.2.4.1 Calendar

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

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

2.2.4.2 Communication and Documentation

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

2.2.4.3 Monitoring and Continuous Improvement

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

2.2.4.4 Automated Deployments

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

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

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

2.2.5 Support Services for Helpdesk

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

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

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

1. Level 1 Support (L1)

a) User Permission and Role Management:

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

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

b) Master Data Issues:

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

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

2. Working Hours:

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

2.2.6 Operation and Management

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

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

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

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

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

2.2.7 Change Approval Process

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

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

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

2.3.1 Cloud Services provided by NIC

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

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

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

Infrastructure Volumetrics for DoP provided by NIC

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

Service Accessibility Provisioned by NIC

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

2.3.2 Cloud Managed Services

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

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

DoP NI.

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

2.3.2.1 Training and Support

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

2.3.2.2 Testing and Compliance

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

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

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

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

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

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

2.3.3 Mysuru Development Centre

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

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

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

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

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

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

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

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

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

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

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

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

2.4.1 Requirements Overview

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

Key Objectives:

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

System Integrator (SI) Responsibilities:

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

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

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

2.4.2 SLA Monitoring and Management

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

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

2.4.3 Manpower and Training

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

2.4.4 Reports

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

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

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

2.5 Software Licenses

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

2.5.1 DoP Tech Stack

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

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

2.5.2 Application Performance Monitoring Tool

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

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

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

Specifications:

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

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

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

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

2.5.3 ECMS Tool

Features:

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

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

Specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6 Sub-Contracting

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

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

3 Manpower Requirements

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

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

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

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

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

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

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

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

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

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

4 Service Level Agreement

4.1 Key Service Level Objectives

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

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

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

4.2 Service Level Agreement – Operational SLA

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

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

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

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

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

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

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

Definitions

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

Severity Levels

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

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

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

Definitions

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

4.3 Service Level Agreement - CCCC

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

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

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

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

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

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

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

Penalties:

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

5 Timelines

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

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

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

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

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

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

5.2 Provisioning of Software Licenses

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

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

5.3 Centralized Command Control Centre

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

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

6 Payment Schedule

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

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

**Request for Proposal
(RFP)**

for

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

Volume 2 – Instructions to Bidders

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

Department of Posts

Ministry of Communications

Government of India

Table of Contents

1	Fact Sheet	4
2	Key activities in the Bidding Process	6
3	Background Information	7
4	Instructions to Bidder	7
4.1	Introduction.....	7
4.2	Annexure to RFP	7
4.3	Purpose.....	7
4.4	Completeness of Response.....	8
4.5	Eligible Bidders.....	8
4.6	Consortium	8
4.7	Sub-Contracting.....	8
4.8	RFP Document Fees	9
4.9	Bid Preparation Costs	9
4.10	Earnest Money Deposit (EMD).....	9
4.11	Code of Integrity	11
4.12	Pre-Bid Meeting & Clarifications.....	12
4.12.1	Pre-bid Conference	12
4.12.2	Response to the Pre-Bid Queries & Corrigendum	12
4.13	Conflict of Interest	13
4.14	Amendment of the RFP	14
4.15	Complaints.....	14
4.16	Submission of Bids	14
4.16.1	Format of Submission	14
4.16.2	Authorized Signatory	15
4.16.3	Documents comprising the bids	15
4.17	Language of Bid & Contract.....	16
4.18	Deviations, Exclusions and Assumptions.....	16
4.19	Late Bids, Delayed Bids and Post Bid Offers	17
4.20	Modification and Withdrawal of Bids	17
4.21	Fraudulent and Corrupt Practice	17
4.22	Period of Validity of Bids	18
4.23	Right to the content of the Bids/Proposals.....	18

4.24	Right to terminate	18
4.25	Right to accept/reject any or all Bids.....	19
4.26	Procurement through Local Suppliers (Make in India)	20
4.27	Bid Opening and Evaluation Process.....	21
4.27.1	Bid Opening Process	21
4.27.2	Preliminary Examination of Bids	21
4.27.3	Clarification on Bids.....	21
4.27.4	Evaluation Process	21
4.27.5	Evaluation of Technical Bids	22
4.27.6	Evaluation of Commercial Bids	23
4.28	Key Considerations	24
4.29	Award of Contract	25
4.29.1	Award Criteria	25
4.29.2	Letter of Award	25
4.30	Signing of Contract.....	25
4.31	Performance Bank Guarantee (PBG)	25
4.32	Failure to Agree with the Terms & Conditions of the RFP.....	27
4.33	Confidentiality by DoP	27
4.34	Bidder from a Country Bordering India.....	28
4.35	Relaxation for Start-ups regarding EMD.....	29
5	Eligibility Criteria.....	30
5.1.	Pre-Qualification (PQ) Criteria	30
5.2.	Minimum Eligibility Criteria	30
5.3.	Technical Evaluation Criteria.....	34
5.4.	Financial Bid (Online Submission).....	35
5.5.	Bidding Process	35
6.	Annexures	37
6.1	Annexure 1 – Template for Pre-Bid Queries.....	37
6.2	Annexure 2 – Formats for Technical Bid & Instructions.....	38
6.2.1	Technical Bid Covering Letter	39
6.2.2	Check List for Technical Bid – Envelope I	41
6.2.3	No Deviation Certificate	43
6.2.4	Profile of the Bidder Firm.....	44
6.2.5	Turnover Certificate	45

6.2.6	Self-Declaration for Local Supplier	46
6.2.7	Previous Experience Details	47
6.2.8	Self-Declaration for Legal Investigation in India	48
6.2.9	Self-Certificate for Non-Blacklisting Clause	49
6.2.10	Technical Proposal	50
6.2.11	Power of Attorney executed in favour of the Authorized signatory of the Bidder	51
6.2.12	Integrity Pact	53
6.2.13	Undertaking of Terms and Conditions	59
6.2.14	Confidentiality and Non-Disclosure Agreement	61
6.2.15	Proforma for Individual Non-Disclosure Agreement	72
6.2.16	Conflict of Interest	74
6.2.17	Self-Declaration by OEM / Supplier / Sub-Contractor w.r.t Insertion of Rule 144 (xi) in GFRs 2017	75
6.2.18	Disclosure of Court Cases	77
6.2.19	Proforma for Bank Guarantee for Earnest Money Deposit	78
6.2.20	Proforma for Performance Bank Guarantee	80
6.2.21	Technical Presentation	88
6.2.22	Self-Declaration Format	90
6.3	Annexure 3 – Formats for Commercial Bid	92

1 Fact Sheet

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

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

2 Key activities in the Bidding Process

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

- a. Publication of the RFP notice and issue of RFP documents with all the formats, requirements, specifications, terms and conditions etc.
 - i. The Bidder will have to register for a Pre-bid conference/ send query on the bid documents/ future communication. Online/ web-based meetings shall be the preferred communication medium for any interaction unless otherwise planned. However, the interested Bidders shall have to register. The process of registration is detailed in “Section 4.12: Pre-Bid Meeting & Clarifications”.
- b. The Bidder shall share the queries and requests for clarifications (RFC) on the RFP document and specifications to the specified email address in the Fact sheet.
- c. DoP shall arrange a Pre-bid conference to clarify the queries from the Bidders.

Circulation of the answers to queries, clarifications, or corrigendum, if any, on the RFP documents and the specifications shall be shared with all the registered Bidders and publication shall be done on the GeM.
- d. The Bidder shall submit their proposal including Technical and Commercial proposal online and before the stipulated date and time. DoP shall evaluate the technical proposal as per the criterion provided in the RFP.
- e. The commercial bids shall be opened only for technically qualified Bidder.
- f. Finalization of the contract will be based on the L1 (Lowest-1) bid selection process, followed by the award of the contract.

3 Background Information

- a. DoP invites responses to this Request for Proposals (“RFP”) from reputed Service Integrator (SI) (“Bidders”) for the provision of Postal and Logistic Solution as described in Volume 1 of this RFP, “Scope of Work”.
- b. Any contract that may result from this Government procurement process will be issued for a term of 5 years, extendable by 1+1 years. (“the Term”).
- c. Proposals must be received not later than the time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

4 Instructions to Bidder

4.1 Introduction

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

4.2 Annexure to RFP

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

4.3 Purpose

1. The purpose of this RFP is to invite reputed firms to submit their technical proposals and commercial offers for the “Postal and Logistic Solution” (“PLS”). This document provides information to enable the Bidders to understand the broad requirements to submit their ‘Bids’. The detailed scope of work is provided in Volume 1 of this RFP. Proposals are to be submitted as per the enclosed format only along with certificates, brochures and other documents asked for in the RFP document.
2. All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting project following this process with the successful Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The Successful Bidder shall furnish a Non-Disclosure Agreement (NDA) as per the format provided in Annexure 2 section 6.2.15 of the RFP.

4.4 Completeness of Response

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

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

4.5 Eligible Bidders

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

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

The Bidder's may please note the following:

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

4.6 Consortium

Consortium is not allowed.

4.7 Sub-Contracting

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

4.8 RFP Document Fees

No Cost of the RFP document shall be applicable.

4.9 Bid Preparation Costs

The Bidder's shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation, and submission of the proposal, in providing any additional information required by DoP to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

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

4.10 Earnest Money Deposit (EMD)

- i. The Successful Bidder's shall submit an Earnest Money Deposit (EMD) as bid security in the format provided in Annexure 2 Section 6.2.19 for a fee of an amount of Rs. 8,00,00,000 (Rs Eight crores) along with Envelope I technical cum qualification bid documents as mentioned in the Fact Sheet above.
- ii. EMD will be accepted in the form of a Bank guarantee (physical or e-Bank Guarantee) or through online payment (RTGS/NEFT) to the beneficiary account the details of which are mentioned below:

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

- iii. EMD in any other form will not be accepted.

- iv. EMD must remain valid for 45 (Forty-Five) days beyond the final bid validity period. The validity of the EMD will be extended in the event the last date of submission of the Proposal is extended. No interest will be payable by DoP on the EMD.
- v. The EMD is required to protect DoP against the risk of Bidder's conduct which may warrant EMD's forfeiture according to the instances mentioned in clause (x) below.
- vi. EMD shall be exempted for Government bodies/PSU, SSI and MSE organizations (who are exempted from payment of EMD) on the production of the relevant certificate as proof. The exemption clause, however, does not apply when such Bidder's participate in the Bid Process with private players.
- vii. EMDs of all unsuccessful Bidder's will be returned, without interest, at the earliest after the expiry of the final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packet bidding, the EMD of unsuccessful Bidder's during the first stage i.e., technical evaluation, EMD shall be returned within 30 days of the declaration of results of the first stage.
- viii. The EMD of the successful Bidder will be returned, without interest, upon submission of the Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
- ix. In case the EMD is not received by the stipulated deadline, then DoP reserves the right to reject the Proposal of the concerned Bidder forthwith and summarily without providing any opportunity for any further correspondence by the concerned Bidder.
- x. The EMD may be forfeited:
 - a. If a Bidder withdraws the proposal or increases the quoted prices after the opening of the Proposal and during the period of the Bid validity period or its extended period, if any.
 - b. If the Bidder has its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
 - c. If the Bidder, having been notified of the acceptance of its bid by DoP during the period of validity of bid: (a) Withdraws its participation from the bid during the period of validity of bid; or (b) Fails or refuses to participate in the subsequent bid process after having been short listed.
 - d. In case of a successful Bidder, if the Bidder fails to sign the Agreement per the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee per the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - e. If the Bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid.
 - f. During the Bid process, if the Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - g. The decision of the DoP regarding the forfeiture of the EMD shall be final and binding on the Bidder's and shall not be called upon in question under any circumstances.

4.11 Code of Integrity

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

4.11.1 Prohibition of:

- a. **“Corrupt Practice”**- Making an offer, solicitation or acceptance of a bribe, reward gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the selection process or to otherwise influence the selection process.
- b. **“Fraudulent practice”**- Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit(s) may be obtained, or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process to secure a contract, or in the execution of the contract.
- c. **“Anti- competitive practice”**- Any collusion bid rigging or anticompetitive arrangement, behaviour or any other practice coming under the purview of the Competition Act,2002, between two or more Bidder’s, with or without the knowledge of DoP that may impair the transparency, fairness, and the progress of the selection process or to establish bid prices at artificial, non-competitive levels.
- d. **“Coercive practice”**- Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the selection process or affect the execution of a contract.
- e. **“Conflict of interest”** – Participation by a bidding firm or any of its affiliates who are either involved in the contract to which this selection process is linked; or if they are part of more than one bid in the selection process; or if their personnel have a relationship or financial or business transactions with any official of DoP who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the DoP with an intent to gain unfair advantage in the Selection Process or for personal gain
- f. **“Obstructive Practice”** – materially impede DoP’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the DoP’s rights of audit or access to information.

4.11.2 Obligations for Proactive Disclosures:

- a. DoP, Bidder’s, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any

Selection Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

- b. Any Bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of Post from participation in Selection Processes. Failure to do so shall amount to a violation of the code of integrity.
- c. The Bidder is required to enter into an Integrity Pact with DoP. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of Envelope I technical bid documents as mentioned in the Fact Sheet above, failing which, the Proposal submitted by the concerned Bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in Annexure 2, Section 6.2.12 of Volume II of this RFP.

4.12 Pre-Bid Meeting & Clarifications

4.12.1 Pre-bid Conference

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

4.12.2 Response to the Pre-Bid Queries & Corrigendum

- a. The Nodal Officer notified by DoP will endeavour to provide timely responses to all queries. However, DoP makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DoP undertake to answer all the queries that have been posed by the Bidders.

- b. At any time before the last date for receipt of bids, DoP may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on GeM.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. To provide prospective Bidders reasonable time for taking the corrigendum into account, DoP may, at its discretion, extend the last date for the receipt of Proposals.

4.13 Conflict of Interest

All the participating Bidders will furnish a certifiable explanation regarding the presence of, non attendance of, or potential for irreconcilable circumstances concerning the Bidder due to earlier, current, or proposed agreements, commitments, or affiliations with DoP. Also, such divulgence will address all likely components (time for administration conveyance, asset, monetary or other) that would unfavourably affect the capacity of the Bidder to meet the necessities as given in the RFP.

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

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

- 1. Receive or have received any direct or indirect subsidy from any of them; or
- 2. Have common controlling shareholders; or
- 3. Have the same legal representative for purposes of this Bid; or
- 4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- 5. Influence the decisions of DoP regarding this bidding process; or
- 6. The Bidder participates in more than one bid in this bidding process. Participation in more than one bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm or connectivity services provided by the entity), as well as purely incidental services such as installation, configuration, routine training and ongoing

maintenance/support, in more than one bid. However, sub-contracted agencies are permitted to participate in more than one bid in this bidding process.

7. The Bidder participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. The Bidder gets associated as Consultant/ Advisor/Third party independent evaluating agency with any of the agencies taking part in the bid process.

4.14 Amendment of the RFP

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

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

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

4.15 Complaints

The Bidders have the right to file complaints and reconsideration against any unlawful procedure or decision related to the tender. The complaints can be addressed to DDG (PMU) at ddgpmu@indiapost.gov.in.

4.16 Submission of Bids

4.16.1 Format of Submission

- a. The Complete bidding process will be online (e-tendering) in 2 envelope systems.
- b. The envelope I shall comprise Technical Proposal documents.
- c. Envelope II shall comprise Commercial Proposal documents.
- d. Bidding documents can be seen, downloaded and submitted in electronic format on the website/GeM. The deadline for submission of the bid is specified in the Fact sheet of this document.

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

4.16.2 Authorized Signatory

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

4.16.3 Documents comprising the bids

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

Envelope / Cover Number	Cover Name	Contents of the Cover
I	Technical Proposal for Postal and Logistic Solution Service Integrator (SI)	<ul style="list-style-type: none"> • Bid Covering Letter • Profile of the Bidding Firm • Project Experience / Previous Experience Details • Power of Attorney executed in favour of the Authorized signatory of the Bidder • Integrity Pact • Self – Certificate for Non-Blacklisting Clause • No Deviation Certificate • Technical Proposal • Earnest Money Deposit/ Proof of exemption

Envelope / Cover Number	Cover Name	Contents of the Cover
		<ul style="list-style-type: none"> • Conflict of Interest • Disclosure of Court Cases • Non-Disclosure Agreement • Self-Declaration for Rule 144 (xi) • The undertaking of Terms and Conditions • Annual audited financial report • GST/PAN No • Certificate of company /firm registration/incorporation. • Undertakings and certificates mentioned in RFP documents
II	Commercial Proposal for Postal and Logistic Solution Service Integrator (SI)	Commercial Bid as per the format prescribed in Annexure 3

4.17 Language of Bid & Contract

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

4.18 Deviations, Exclusions and Assumptions

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

4.19 Late Bids, Delayed Bids and Post Bid Offers

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

4.20 Modification and Withdrawal of Bids

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

4.21 Fraudulent and Corrupt Practice

1. Bidders shall observe the highest standard of ethics during the execution of this RFP and subsequent contract(s) and submit a self- declaration in this regard, as per the format specified in Annexure 2 Section 6.2.22.
2. DoP reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process and in competing for, or in executing the project(s). In such an event, DoP shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case may be, regarding the RFP, including consideration and evaluation of such Bidder’s proposal.
3. Without prejudice to the rights of DoP under the clause above and the rights and remedies which the DoP may have under the LOA or Agreement if a Bidder , as the case may be, is found by DoP to have directly or indirectly or through an agent, engaged or indulged in Prohibited Practices during

the selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DoP during a period of 3 years from the date such Bidder is blacklisted.

4.22 Period of Validity of Bids

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

4.23 Right to the content of the Bids/Proposals

1. All the responses, accompanying documentation, correspondence by the Bidders etc., once opened and the reports resulting out of the activities of the bidding process will become the property of DoP and will not be returned to the Bidders.
2. DoP is not restricted in its rights to use or disclose any or all of the information contained in the proposal without compensation or information to the Bidder. DoP shall not be bound by any language in the proposal indicating the confidentiality of the proposal by the Bidder or any other restriction on its use or disclosure.
3. The information provided by the Bidders in response to the RFP, including any clarifications provided by the Bidder against the queries from DoP during the bidding process, is deemed to be valid till the end of the contract period in case the contract is awarded to the Bidder.

4.24 Right to terminate

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

4.25 Right to accept/reject any or all Bids

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

General Rejection Criteria

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

- a. Bids submitted without EMD or valid Exemption Certificate
- b. Conditional Bids
- c. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the RFP Process
- d. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions

- e. Bids received by the DoP, after the last date and time prescribed for receipt of bids.
- f. Bids without the signature of the person(s) duly authorized on crucial documents of the bids. Crucial documents will include Letters, Certificates, Declarations, etc. The determination of whether the document is crucial or not shall be performed by DoP.
- g. Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

Technical Rejection Criteria

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

Commercial Rejection Criteria

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

4.26 Procurement through Local Suppliers (Make in India)

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

statutory auditor or cost auditor of the Bidder or a practising cost accountant or chartered accountant giving the percentage of local content.

4.27 Bid Opening and Evaluation Process

4.27.1 Bid Opening Process

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

4.27.2 Preliminary Examination of Bids

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

4.27.3 Clarification on Bids

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

4.27.4 Evaluation Process

- a. DoP will constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders in response to this RFP document.
- b. The Tender Evaluation Committee of DoP shall evaluate the responses to the RFP and all supporting documents and documentary evidence.
- c. Each response shall be evaluated to validate the compliance of the Bidders according to the forms as provided in the RFP and the supporting documents specified in this RFP document

- d. The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the evaluation process conducted by the Tender Evaluation Committee
- e. The Tender Evaluation Committee may ask for meetings with the Bidders to evaluate their suitability for the assignment
- f. The Tender Evaluation Committee reserves the right to reject any or all proposals.

4.27.5 Evaluation of Technical Bids

- 1. Bidder shall submit the technical proposal in the prescribed form as per Annexure 2 and the Check list in Section 6.2.2 below. The evaluation of the Technical Proposals will be carried out in the following manner:
- 2. DoP will review the technical bids of the Bidders, to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the DoP's discretion.
- 3. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and copy of work order, client contact information for verification, and all other components) as required for technical evaluation.
- 4. At any time during the Bid evaluation process, DoP may seek oral / written clarifications, including additional information / supporting documents from the Bidder. The Bidder shall respond/furnish the requested information/clarification/documents within 7 working days of receipt of such requests. The Committee may also seek inputs from their professional and technical experts in the evaluation process.
- 5. DoP reserves the right to do a reference check of the experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.
- 6. The Bidder shall make a detailed presentation on the proposed solutions.
- 7. The technical bids would be evaluated based on the completeness of the bid, fulfilment of the technical requirements specified, the overall solution proposed, a comprehensive project plan with the timelines, the implementation methodology, the resources proposed to be deployed, presentation of the proposed solution and the site visit by the TEC.
- 8. The Commercial Proposals of Bidders who do not qualify for technical bids shall be kept unopened.
- 9. DoP reserves the right to accept or reject any or all bids without giving any reasons thereof.

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

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

4.27.6 Evaluation of Commercial Bids

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- c. The operational expenditure (OPEX) costs must be allocated proportionately from Year 1 to Year 5. The cost for each subsequent year must not be lower than the cost of the preceding year.
- d. Only fixed-price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
"If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail

Financial evaluation will be carried out. Bidders scoring at least 70 of the total technical score of 100 will be eligible for financial evaluation.

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

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

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

4.28 Key Considerations

- a. All costs mentioned in the commercial sheet shall be inclusive of all taxes, except GST. GST may be furnished separately in the commercial bid.
- b. Evaluation of the commercial proposal shall be undertaken on the cost mentioned by Bidder, which is inclusive of all taxes.
- c. Any mischarging shall be refunded by the Bidder.
- d. DoP has the right to use the complete or partial scope of services or components in the final contract.
- e. DoP may change the quantity. The successful Bidder shall not object to the upward or downward variation in quantities of any item.
- f. The Bidder should provide all prices as per the prescribed format.
- g. All the prices are to be entered in Indian Rupees (INR) only.
- h. DoP reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties and levies indicated.
- i. The Bidder needs to account for all Out-of-Pocket expenses due to flight, boarding, lodging and other related items.
- j. No escalations of prices will be considered under any circumstances excluding changes in applicable rates of Statutory taxes/duties/levies.
- k. Taxes shall be deducted as applicable at the time of invoicing and deposited with the concerned authority by DoP.
- l. For comparison of prices across Bidders , Grand Total Price (GTP) shall be used.
- m. Even if year-wise cost is asked, the average cost shall be taken to arrive at Quarterly payment.
- n. If the Bidder does not meet the criteria mentioned in the RFP, the response can be rejected.

4.29 Award of Contract

4.29.1 Award Criteria

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

4.29.2 Letter of Award

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

4.30 Signing of Contract

1. Successful Bidder shall sign the contract within the period of 21 calendar days of the notification of the letter of award (LoA) by DoP. However, it is to be noted that the date of commencement of the Project and all contractual obligations shall commence from the Effective Date. All reference timelines as regards the execution of the Project and the payments to the successful Bidder shall be considered as beginning from the Effective date. If the contract is not executed within 21 days, their bid may be held as non- responsive and liable for rejection as per the discretion of DoP.
2. The acceptance of the award (LoA) will constitute the formation of the contract. Upon the successful Bidder executing the contract with DoP, it will promptly notify each unsuccessful bidder.
3. At the time DoP notifies the successful Bidder that its bid has been accepted, the Bidder will be required to execute the MSA. The contract should be executed within 21 calendar days of the issue of the letter of award.

4.31 Performance Bank Guarantee (PBG)

1. The successful Bidder shall at his own expense, deposit with DoP within 14 calendar days of the letter of award (done through the issuance of the Letter of Acceptance) an unconditional and irrevocable and continuing Performance Security Deposit (SD/PBG) as per the formats provided at Annexure 2 Section 6.2.20.
2. PBG may be furnished in either of the following forms:
 - a. Bank Guarantee (physical or e-Bank Guarantee) from a Commercial Bank (Refer to Annexure 6.2.20 - A).

- b. Insurance Surety Bond issued by an Insurer registered as per IRDAI (Refer Annexure 6.2.20 - B).
- c. Transfer through online payment (RTGS/ NEFT) to the beneficiary account, the details of which are mentioned below:

Account No: 31702160955

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

IFSC Code: SBIN0000691

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

Branch Code: 691

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

Account Payee No: 31702160955

Account Name: SENIOR POSTMASTER, SANSAD MARG HO

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

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

The FDR should be made out or pledged in the name of the Department of Posts (SENIOR POSTMASTER, SANSAD MARG HO). The bank should certify that the deposit can be withdrawn only on demand or with the sanction of the pledgee (purchaser). For the release of the Performance Security Deposit, the FDR will be released in favour of the successful Bidder by the Purchaser after making an endorsement on the back of the FDR duly signed and stamped along with a covering letter. Successful Bidder has to ensure delivery of a hard copy of the Original FDR to the Purchaser within 14 days of the award of the contract.

- 3 This PBG will be an amount equivalent to 5% of the contract value (excluding GST). All charges whatsoever such as premium, commission, etc. concerning the security shall be borne by the Bidder. This PBG shall remain valid from the date of execution of the contract to the expiry of 60 calendar days after the date of completion of all contractual obligations including warranty obligations.
- 4 The PBG may be discharged/ returned by DoP upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on this amount.

- 5 In the event of the SI being unable to service the contract for whatever reason, DoP would invoke the deposit. Notwithstanding and without prejudice to any rights whatsoever of the department under the Contract in the matter, the proceeds of the deposit shall be payable to the department as compensation for any loss resulting from the SI failure to complete its obligations under the Contract. The department shall notify the SI in writing of the exercise of its right to receive such compensation within 15 calendar days, indicating the contractual obligation(s) for which the SI is in default.
- 6 The PBG may be invoked by DoP in the following non-exhaustive events:
 - a. If the successful Bidder fails to meet the overall penalty condition as mentioned in the RFP or any changes agreed between the parties after contract signing.
 - b. If the successful Bidder fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of DoP.
 - c. If the successful Bidder misrepresents facts/information submitted to DoP.

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

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

4.33 Confidentiality by DoP

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

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

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

4.34 Bidder from a Country Bordering India

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

- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - ii. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by their shareholding or management rights or shareholders agreements or voting agreements.
 - b. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership.
 - c. In the case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals.
 - d. Where no natural person is identified under (a) (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - e. In the case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
8. An Agent is a person employed to do any act for another or to represent another in dealings with a third person.
 9. The successful Bidder shall not be allowed to sub-contract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority.
 10. Bidder shall provide an undertaking in this regard as per Annexure 2 section 6.2.17.

4.35 Relaxation for Start-ups regarding EMD

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

5 Eligibility Criteria

5.1. Pre-Qualification (PQ) Criteria

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

5.2. Minimum Eligibility Criteria

#	Parameters	Criteria	Supporting Documents
1	Registration of the Company / Legal Entity	<ul style="list-style-type: none"> • The Bidder shall be a registered company in India under the Companies Act 1956/2013 and subsequent amendments thereto, a Registered Partnership under the Partnership Act, of 1932 or a Limited Liability Partnership. • Registration with GST and TAN • The Bidder should have completed at least 3 years of Operations in India as of the bid submission date. <p><i><u>Proposals from consortiums would not be entertained for this purpose.</u></i></p>	Certificate of Incorporation/ Registration or Registered Partnership Deed and PAN card, as may be applicable, considering the nature of the legal status of the bidder.
2	Annual Turnover	The Bidder should have average annual turnover of at least Rs 200 crores in the last 3 financial years (2021-22, 2022-23, 2023-24) from IT and IT related services	CA certificate mentioning Annual turnover “Profit & Loss Statements” for these 3 Financial Years as per the format provided in Annexure 2 Section 6.2.5
3	Profitable	The Bidder should be profitable in the previous 3 financial years (2021-22, 2022-23, 2023-24)	CA certified statements and Audited/Certified financial statements & Annual Reports for (2021-22, 2022-23, 2023-24)
4	Net Worth	The Bidder shall have a positive net worth as of 31 st March 2024	Balance sheet for FY 2023-24 along with CA certificate for

#	Parameters	Criteria	Supporting Documents
			net worth as of 31st March 2023.
5	Local supplier	<p>The Bidder is to be in existence for more than 3 years in India as of 31st March 2024.</p> <p>In case the current Bidder is the result of a merger/acquisition / take over/ buy / purchase of business/operations from another entity, at least one of the merged companies should have been in operation for at least 5 years as of 31st March 2024.</p>	A copy of the certificate of incorporation is to be submitted. In case of acquisition/ takeover, the required document/ agreement should be submitted as per the format provided in Annexure 2 Section 6.2.6.
6	ITR & GST	<p>The Bidder should have filed income tax returns for the last three financial years. (2021-22, 2022-23, 2023-24)</p> <p>The Bidder should have a valid registration for GST and other statutory requirements in the relevant field.</p>	Copy of ITR for the last 3 FYs along with valid registrations for GST and other statutory requirements in the relevant field.
7	Legal Investigation	The Bidder should also ensure that there are no legal proceedings/inquiries/investigations that have been commenced /pending against the service provider by any statutory regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted as per the format provided in Annexure 2 Section 6.2.8
8 (a)	Past Experience	<p>The Bidder must demonstrate experience in the following areas:</p> <ul style="list-style-type: none"> • Execution and completion of projects involving the deployment and management of application solutions and • Experience in provisioning / developing and support services for open source-based software solutions and • Experience in providing cloud managed services 	<p>Following to be submitted for each project:</p> <p>a) Work orders and/or Agreement copy containing Scope of Work and Order Value and</p> <p>b) Go Live certificate / Phase completion certificate by the client.</p> <p>Credential Certificate should be signed by the Executive</p>

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

#	Parameters	Criteria	Supporting Documents
9	Human Resources Strength of the Bidder's Organization	The Bidder should have at least 2000 technical resources on its payrolls in India, who are supporting the IT Projects handled by the Organization.	Self-declaration on the Organization's letterhead signed by the authorized signatory indicating the Establishment Name, Establishment ID, and Address as registered with the EPFO.
10	Backlisting	The Bidder should not be Blacklisted/ debarred from any of the Central /State Governments/ PSU / Regulatory Institutions in India as of the date of RFP submission. If any such issue comes to the notice of DoP at a later date, DoP will be free to revoke the contract entered with the selected Bidder and invoke bank guarantee at its discretion.	Bidder has to submit a Declaration in the format as mentioned in Annexure 2 section 6.2.9
11	Power of attorney	The Bidder must produce a copy of the Board Resolution, a Power of Attorney executed certifying the authorized signatory for this RFP. The Copy of the same must be provided in the prequalification bid.	A Power of Attorney-on non-judicial stamp paper per the format in Annexure 2 section 6.2.11 and A company Board Resolution mentioning the name of the authorized signatory.
12	Integrity Pact	The Bidder provide a signed copy of the Integrity pact	Signed Integrity pact as per format as per Annexure 2 section 6.2.12

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

5.3. Technical Evaluation Criteria

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

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

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

5.4. Financial Bid (Online Submission)

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

5.5. Bidding Process

1. DoP follows a 3-stage process (referred to as the “Bidding Process”) for selecting a competent agency for the award of the Project.
2. Before submitting the bid/response to this RFP, the interested Bidder may visit the client’s location for a clear understanding of the project and they may interact with the DoP officials well in advance for any clarification so that during the pre-bid meeting, DoP can clarify queries before all interested enterprises.
3. The Bidders who qualify for the Pre-Qualification Criteria will proceed with Technical and Financial Evaluations. The final evaluation will be made on the L1/Lowest-1 method explained in the sub-section “Evaluation Method” of this RFP.
4. The Bidder possessing the Pre-Qualification Criteria may be asked to give a presentation to a panel of experts selected by the DoP.
5. A minimum of 70% (seventy per cent) of the total technical score of 100 is required for getting short-listed for opening the financial bid. The scoring for the technical evaluation will be done by a panel of experts, selected by the DoP, who will not have any conflict of interest with the Bidder. The marks allotted by the panel will be final.
6. The most responsive Bidder may be awarded the project.
7. The bids (both Technical and Financial) along with all the supporting documents will have to be uploaded in GeM).
8. Bids will have to be submitted online only except the documents like EMD, POA and Integrity Pact which require hard copy submission as mentioned above.

9. DoP may extend, at its discretion, the “Bid Submission Closing Date”. Any such amendment will be communicated online.
10. The bid should accompany the documents mentioned in this RFP.
11. Financial Bids will be opened for the Technically Eligible Bidders only.

6. Annexures

6.1 Annexure 1 – Template for Pre-Bid Queries

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

6.2 Annexure 2 – Formats for Technical Bid & Instructions

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

6.2.1 Technical Bid Covering Letter

To

Date: dd/mm/yyyy

Shri XX-XX, ADG (XX-XX)

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

Subject: Submission of Technical Proposal for Department of Posts for “Selection of SI for Postal and Logistics Solution” No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the Project “**Selection of SI for Postal and Logistics Solution**”.

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

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

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

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

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Organisation Name :

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

Volume – 2 – Instructions to Bidders

Address :

Telephone & Fax :

E-mail address :

6.2.2 Check List for Technical Bid – Envelope I

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

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

Volume – 2 – Instructions to Bidders

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

6.2.3 No Deviation Certificate

To

Date: dd/mm/yyyy

Shri XX-XX,

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Subject: Submission of Technical Proposal for Department of Posts for “Selection of SI for Postal and Logistics Solution” No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the Project “**Selection of SI for Postal and Logistics Solution**”.

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Bidder :

Address :

Telephone & Fax :

E-mail address :

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

6.2.4 Profile of the Bidder Firm

A. Background Information		
Name of the firm:		
Role:		
Registered Office Address:		
Name of the contact person and contact details (Note: For Bidder, the contact person should be the Authorised Signatory):		
Name and details of the CEO:		
B. Financial Information (last three years)		
Financial Year	Audited Annual Turnover from IT and IT related services (INR Crores)	Audited Annual Profit (INR Crores)
2023-2024		
2022-2023		
2021-2022		
C. Other Information		
No of years of Operation		
Total number of Employees		
Total number of Employees in India		
List of Quality Certifications		
List of Indian Customers to whom the Firm has provided similar services in India in the last 3 years. (Note: Similar Services will mean the type of services that the Firm will provide as part of this RFP)		

6.2.5 Turnover Certificate

To

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

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

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

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

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

Name of the auditor / Chartered Accountant

(CA) issuing the certificate

Name of the auditor's / CA Firm:

Seal of auditor's Firm:

Date:

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

6.2.6 Self-Declaration for Local Supplier

To

Date: dd/mm/yyyy

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

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

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

Dear Sir,

We hereby certify that we < > are an entity registered and in existence for more than 3 years in India as per the requirements of the RFP.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Name of Bidder :

Address :

Telephone & Fax :

E-mail address :

6.2.7 Previous Experience Details

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

6.2.8 Self-Declaration for Legal Investigation in India

(To be submitted on Bidders letterhead)

Date:

To,

Shri XX- XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Dear Sir,

I on behalf of _____ (Bidder's name) declare the following:

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

Date:

Authorized Signatory

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

:

6.2.9 Self-Certificate for Non-Blacklisting Clause

Date: dd/mm/yyyy

To

Shri XX- XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Subject: Self Certificate for Non- Blacklisting

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

Dear Sir

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

6.2.10 Technical Proposal

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

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

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

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

6.2.11 Power of Attorney executed in favour of the Authorized signatory of the Bidder

<To be executed in favour of the Authorized Signatory>

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

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

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

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

For_____

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

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

Volume – 2 – Instructions to Bidders

Witness 1:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

Signature:

6.2.12 Integrity Pact

INTEGRITY PACT

Between

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

Preamble

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

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

SECTION 1 –COMMITMENTS OF THE PRINCIPAL

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

SECTION 2 – COMMITMENTS OF THE SI(S)/ CONTRACTOR(S)

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

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

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

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

SECTION 4 – COMPENSATION FOR DAMAGES

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

damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

SECTION 5 – PREVIOUS TRANSGRESSION

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

SECTION 6 – EQUAL TREATMENT OF ALL SI (S) / CONTRACTORS / SUBCONTRACTORS

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR

The principal has appointed

Shri Raj Kumar Singh, IRS (Retd.)

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

26 Cassia Marg, DLF-2,

Gurgaon - 122008

Tel. No. 0124 - 4241100

Email id - mrrajksingh@gmail.com

Shri Animesh Chauhan,

Former MD & CEO of oriental Bank of Commerce

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

Greater Noida (West), Uttar Pradesh - 201009

Email id - animeshchau@gmail.com

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

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

arise, submit proposals for correcting problematic situations.

- (7) If the Monitor has reported to the DoP, a substantiated suspicion of an offence under the IPC/ PC Act and such similar laws, and the DOP has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

SECTION 9 – PACT DURATION

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

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

SECTION 10 – OTHER PROVISIONS

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

(For & On behalf of the principal)

Name: _____

Place: _____

Date: _____

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

Name: _____

Place: _____

Date: _____

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

Volume – 2 – Instructions to Bidders

Witness1_____

Witness1:_____

Address_____

Address_____

Witness2_____

Witness2:_____

Address_____

Address_____

6.2.13 Undertaking of Terms and Conditions

<To be printed on Company letterhead of the Bidder>

Date: dd/mm/yyyy

To

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

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

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

Dear Sir/Madam,

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

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

Also, we confirm that

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

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

Volume – 2 – Instructions to Bidders

Address: _____

Location: _____ Date: _____

6.2.14 Confidentiality and Non-Disclosure Agreement

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

BY AND BETWEEN

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

And

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

OR

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

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

WHEREAS:

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

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

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

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

1. Confidential Information

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

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

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

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

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

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

2. Non- Disclosure Covenant

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

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

- d. not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties according to this Agreement to a third party.
- e. the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by DoP after the expiry of the Master Service Agreement, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

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

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

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

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

3. Other obligations of the Recipient

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

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

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

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

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

3.5. The Recipient acknowledges that any Confidential Information that may be disclosed by DoP under this Agreement is the valuable property of DoP and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release

of the Confidential Information by the Recipient without the prior written consent of DoP will cause DoP to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by DoP which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of DoP, then DoP shall be entitled to seek immediate injunctive relief as well as right to pursue all other rights and remedies available at law or in equity for such a breach to enforce the provisions of this Agreement.

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

3.7. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of DoP.

4. Penalty

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

5. Miscellaneous

5.1 **Interpretation:** The interpretation of DoP concerning the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can appeal to the DoP. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in-house mechanisms of redressal at DoP have been exhausted.

5.2 **Supersession:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings of the confidentiality obligations of the Recipient.

5.3 **Indemnification:** The Recipient agrees to indemnify and hold DoP harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against DoP due to any breach, non-observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement

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

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

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

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

5.8 **Communication / Notices:**

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

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

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

5.8.3 Be deemed to have been received:

- i. When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;
- ii. If given by registered AD post or Speed post AD, 48 hours after it has been put into the post, and
- iii. If sent by fax or electronic mail (E-mail), after transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to:
 - a. Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;
 - b. The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

5.9 Governing Law and Dispute Resolution:

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

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

5.9.3 During the 14 days after a notice is given under the sub-clause 5.9.2 above (or a longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of the Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, then any such dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a Sole Arbitrator to be appointed by two Arbitrators [two Arbitrators so chosen by both DoP and Recipient (one each)]. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of the existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian

Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held in New Delhi, India. The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes.

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

5.10 **Successors and Assigns:** The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5.11 **Language:** All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and English language.

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

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

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

Designation: _____

Name: _____

Date:

WITNESS:

1.

2.

SIGNED AND DELIVERED by and on behalf of _____

[Recipient]

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

Volume – 2 – Instructions to Bidders

Represented by its Authorized Signatory / by the Recipient himself,

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

Designation:

Date:

WITNESSES:

1.

2.

6.2.15 Proforma for Individual Non-Disclosure Agreement

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

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

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

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

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

5. I will not leave my computer/laptop unattended while still connected in a remote session.
6. I will not discuss any information, status or condition of any DoP-related information with anyone, including another employee or staff of DoP, in a place or in a manner that may compromise the confidential nature of the information being provided by the DoP.
7. I understand that I am liable to be prosecuted if I publish anything without any official sanction any information that I may have acquired in the course of my tenure of an official appointment or retain without any official sanction any data, sketch, plan, model, article or official documents etc. which are not needed as part of my official duties.
8. If I leave the employment of _____ or my association with _____ gets terminated, I will not discuss/ disclose thereafter any Confidential Information with/ to any other party. I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with _____. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with _____. By my signature below, I acknowledge (i) receiving and understanding all the aspects and conditions of this declaration (ii) acceptance of my obligations arising out of this declaration and my agreement to fulfil the same.

Signature: _____

Name (in block letters): _____

Telephone #: _____

Date: _____

Company Seal and Stamp of Employer/Vendor: _____

6.2.16 Conflict of Interest

UNDERTAKING ON LETTERHEAD

Date: dd/mm/yyyy

To

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

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

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

Dear Sir,

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

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

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

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

Ref: Your Tender / Enquiry No. Dated

Si Name:

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

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

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

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

OR

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

OR

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

(* Delete whichever is not applicable)

C) We, the SI agree and undertake that if the contract/Purchase order is awarded to us, we will not sub-contract or outsource the contract /order, and/or any part thereof unless such subcontract/outsourcing is permitted by DoP in writing, in which case the aforesaid OMs and clarifications shall be equally applicable to such sub-contractor/vendor. We shall comply with the aforesaid OMs and subsequent clarification issued in pursuance to the aforesaid OMs, from the Government of India from time to time. Thus, subject to the aforesaid OMs and clarifications thereof, we shall not sub-contract or outsource the work to a contractor from such countries that shares a land border with India, unless such sub-contractor is registered with the Competent Authority and proof of same is obtained.

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

Executed at _____ on this _____ day of _____

Authorized Signatory

M/s _____

**Signature
Name** _____

(Seal of the SI)

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

6.2.18 Disclosure of Court Cases

<To be printed on Company letterhead of the Bidder>

Date: dd/mm/yyyy

To

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Sub – **Disclosure of Court Cases**

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

Dear Sir,

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

6.2.19 Proforma for Bank Guarantee for Earnest Money Deposit

<Location, Date>

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

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

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

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

The conditions of this obligation are:

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

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

III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

6.2.20 Proforma for Performance Bank Guarantee

A. BANK GUARANTEE FORM

<Location, Date>

To,

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

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

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

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

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

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

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

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs<<Insert Value>> (Rupees <<insert value in words>> only)**.
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

B. INSURANCE SURETY BOND

Form of Insurance Surety Bond towards Performance Security

(To be stamped per Stamp Act of India)

Insurance Surety Bond No.

Date.....

To,

Shri XX-XX ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

Dear Sirs,

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

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

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

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to _____(5% of the Total Contract Value) and it shall remain in force up to and including.....[60 days post completion/ expiry of contractual

obligations including warranty obligations] and shall be extended from time to time for such period (not exceeding one year at a time), as may be desired by M/S(SI's Name) on whose behalf this Insurance Surety Bond has been given.

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

WITNESS:

1.

(Signature)

.....

(Name)

.....

(Official Address)

2.

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

Notes :

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

BANK GUARANTEE/INSURANCE SURETY BOND VERIFICATION CHECK LIST

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

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

Name

.....

Address

.....

Telephone

.....

Fax

.....

Email

.....

7. Bank / Insurance Agency Reference

Name

.....

Address

.....

Telephone

.....

Fax

.....

Email

.....

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

6.2.21 Technical Presentation

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

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

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

Volume – 2 – Instructions to Bidders

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

6.2.22 Self-Declaration Format

Date: dd/mm/yyyy

To

Shri XX-XX, ADG (Technology)

Technology Division,

Dak Bhawan, Sansad Marg,

New Delhi – 110001

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

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

Dear Sir

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

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

- a) possess the necessary professional, technical, Commercial and managerial resources and competence required by the Bidding Document issued by the DoP;
- b) have fulfilled my/ our obligation to pay such taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having an unblemished record and is not declared ineligible/blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central Government/ PSU/ UT as on date of RFP submission.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity as on date of RFP submission

- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- g) does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified according to debarment proceedings.
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

6.3 Annexure 3 – Formats for Commercial Bid

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

*** End of Document ***

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

Volume 3: Master Services Agreement

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

Department of Posts
Ministry of Communications
Government of India

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

Table of Contents

1. Master Services Agreement.....	2
1.1 Definitions and Interpretations.....	3
1.2 Scope of Work.....	9
1.3 Term and Duration of the Agreement	9
1.4 Conditions Precedent.....	10
1.5 Key performance measurement	11
1.6 Representations and Warranties	13
1.7 Obligations	15
1.7.1 Obligations of the DoP	15
1.7.2 Obligations of the SI	15
1.8 Approvals and Required Consents	15
1.9 Use of Assets by the SI.....	16
1.10 Access to the DoP’s Locations or its Nominated Agencies	16
1.11 Management of Project	17
1.12 Financial Matters.....	18
1.13 Events of Default, Termination and Suspension	21
1.14. Indemnification & Limitation of Liability	25
1.15. Force Majeure	28
1.16 Confidentiality.....	29
1.17 Audit, Access and Reporting	31
1.18 Ownership and Intellectual Property Rights	31
1.19 Warranty	32
1.20 Insurance Cover.....	34
1.21 Miscellaneous	35
1.22 Schedule I – Governance Schedule	44
1.23 Schedule II – Change Control Schedule.....	46
1.24 Schedule III- Exit Management Schedule.....	48
1.25 Schedule IV- Terms of Payment Schedule	52
1.26 Schedule V- Audit, Access and Reporting	53
1.27 Annexure A – Format for Change Control Notice	55
1.28 Annexure B- Bid Response / Proposal	57
1.29 Annexure C- Required Deliverable and Associated Timelines (Service Levels).....	57
1.30 Annexure D- Non-Disclosure Agreement.....	57

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

1. Master Service Agreement

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

BETWEEN

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

AND

<***>, a Company incorporated under the Companies Act, 1956/2013, having its registered office at <***> (hereinafter referred to as ‘**System Integrator**’/ “SI” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

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

WHEREAS:

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

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

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

5. The SI has accepted the Letter of Award vide its acceptance letter dated _____ (hereinafter referred as ‘Acceptance of Letter of Award’).

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

1.1 Definitions and Interpretations

1.1.1 Definitions

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

Term	Meaning
Adverse Effect	means material adverse effect on (a) the ability of the SI or DoP to exercise any of its rights or perform/dischage any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	means Master Services Agreement along with Service Level Agreement and Non-Disclosure Agreement, Integrity Pact, the contents and specifications of RFP, RFP Amendment and clarification (if any), the Proposal, the Letter of Award issued by DoP, the Acceptance of Letter of Award from the SI together with Annexures, Schedules, referenced documents and all amendments/addendums, corrigendum, and changes thereto;
Applicable Law(s)	means laws of India and shall include any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Bespoke Development	Bespoke development means development of custom-built software for DoP.
Confidential Information	means all information including Department of Post’s Data (whether in written, oral, electronic or other format) which relates to the technical, financial and

	<p>business affairs, dealers, suppliers, products, developments, operations, processes, methodologies, technologies, intellectual property, Personal Data, Sensitive Personal Data, data, trade secrets, research and development, design rights, flow charts, diagrams, quality manuals, checklists, guidelines, know-how, plans, budgets, methods and procedures of operation, source code materials, specifications, programs, software packages, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);</p> <p>Confidential Information may also include the Confidential Information of DoP's clients, licensors, alliances, contractors, and advisors.</p> <p>"Personal Data" shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and "Sensitive Personal Data" shall mean personal data revealing, related to, or constituting, as may be applicable — (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.</p> <p>All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure, is "Confidential Information".</p>
--	--

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

Control	<p>means, in relation to any business entity, the power of a person to secure</p> <ul style="list-style-type: none"> (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership.
COTS	<p>means Commercially-off-the-shelf product(s) that will be provided by the SI under this Agreement.</p>
Deliverables	<p>shall have the meaning ascribed to it under Volume of the RFP.</p>
Department of Posts Data	<p>means all proprietary data of the DoP generated out of operations and transactions, documents, all customers' data and related information including but not restricted to user data which the Authorized provider obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;</p>
Effective Date	<p>shall have the same meaning ascribed to it in Clause 1.3;</p>
Force Majeure	<p>shall have the same meaning ascribed to it in Clause 1.15;</p>
Force Majeure Costs	<p>shall have the same meaning ascribed to it in Clause 1.15 (iv) (ii);</p>
Gol	<p>means the Government of India;</p>
Indemnifying Party	<p>shall have the same meaning ascribed to it in Clause 1.14.1</p>
Indemnified Party	<p>shall have the same meaning ascribed to it in Clause 1.14.1;</p>

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

<p>Intellectual Property Rights or IPR</p>	<p>means any patent, designs and copyrights, trademark, trade name, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits, interest, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);</p>
<p>Material Breach</p>	<p>means a breach by either Party (Department of Posts or System Integrator) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;</p>
<p>Project</p>	<p>The activities to be performed by SI inclusive of application deployment and management of Postal and related applications of the DoP Solutions by deploying technical manpower, management of Cloud services (NIC Cloud DC/ DR) and Mysuru Development Centre, provisioning and management of the Centralized Command and Control Centre (CCCC) at Bangalore, provisioning and management of software licenses and other services as specified in Vol I of the RFP</p>
<p>Performance Guarantee</p>	<p>means the guarantee provided by a Nationalized Bank in favour of the SI. The amount of Performance Security shall be 5% of the overall cost of the project. This performance security shall be valid till sixty days beyond the completion of the contractual obligations including warranty obligations.</p>
<p>Replacement SI</p>	<p>means any third party that DoP appoint to replace SI upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;</p>
<p>Required Consents</p>	<p>means the consents, waivers, clearances and licenses to use DoP Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DoP required to make available to SI pursuant to this Agreement;</p>

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

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

1.1.2 Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) use of any gender includes the other genders;
- c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

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

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

1.1.3 Measurements and Arithmetic Conventions

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

1.1.4 Ambiguities within Agreement

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

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c) as between the provisions of the Agreement and the RFP and the Proposal, the Agreement shall prevail
- d) as between the provisions of RFP and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP
- e) as between any value written in numerals and that in words, the value in words shall prevail.

1.1.5 Priority of Documents

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

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

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

- h) Any other document listed in RFP as forming part of this Agreement
- i) Technical and financial proposal submitted by the SI, to the extent they along with subsequently issued clarifications furnished by the SI in response to the RFP, to the extent they are not inconsistent with any terms of the RFP

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP and the RFP shall prevail over the contents and specifications of the technical and financial proposal submitted by the SI with their clarifications and responses to RFP.

1.2 Scope of Work

- 1.2.1 In consideration of the award of the work under the RFP to SI and undisputed payments to be made by DoP to the SI as hereinafter mentioned, the SI hereby covenants with the DoP to provide the Services as detailed under Scope of Work Volume I along with clarifications thereof, and Annexures thereunder and to remedy defects therein in conformity in all respects with the provisions of the Agreement.
- 1.2.2 DoP hereby covenants to pay such undisputed amounts to the SI in consideration of the provision of the Services and the remedying of defects therein, the Total Contract Value or such other undisputed sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed under the Agreement.
- 1.2.3 Without prejudice to the generality of clause 1.2.2 above, the SI is required to provide such services and support as DoP may deem proper and necessary, during the term of the Agreement, including all such processes and activities which are consistent with the Proposal, the RFP and this Agreement and are deemed necessary by DoP, in order to meet its business requirements (hereinafter 'Scope of Work' including the scope of work specified in Vol I of the RFP and clarification thereof, and Annexures thereunder.

1.3 Term and Duration of the Agreement

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

1.4 Conditions Precedent

1.4.1 Provisions to take effect upon fulfilment of Conditions Precedent

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

The DoP reserves the right to waive any or all of the conditions specified below in writing and no such waiver shall affect or impair any right, power or remedy that the DoP may otherwise have. Also, the waiver shall be conditional and specific and shall not be considered a general waiver for the duration of the Agreement.

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

1.4.2 Conditions Precedent of the SI

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

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

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

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

1.5 Key performance measurement

- a. Unless specified by the DoP to the contrary, the SI shall perform the Services and carry out the Scope of Work under the terms of this Agreement and the Service Specifications as laid down in Volume I of the RFP.
- b. If the Service Specification includes more than one document, then unless the DoP and/or Document so executed by and between the Parties specifies to the contrary, the document submitted later in time shall prevail over a document of an earlier date to the extent of any inconsistency.
- c. The DoP reserves the right to amend any of the terms and conditions concerning the Agreement / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. If the suggested amendments or new directions require the SI to provide more resources, outside the agreed scope of work, the DoP shall bear mutually agreed additional expenses for the same.
- d. The SI shall commence the performance of its obligations under the Agreement from the Effective Date and shall proceed to carry out the Services with diligence and expedition under any stipulation as to the time, manner, mode, and method of execution contained in this Agreement. The SI shall be responsible for and shall ensure that all the Services are performed following the specifications and that the SI's personnel complies with such specifications and all other standards, terms and other stipulations/conditions set out here.

1.5.1 Obligations under Service Levels and Change of Control

1.5.1.1 Service Levels:

- a) The SI shall commence the performance of its obligations in a manner as specified in the Scope of Work, Service Levels and other provisions of the Agreement from the Effective Date.
- b) The SI shall proceed to carry out the activities/services with diligence and expedition under any stipulated as to the time, manner, mode, and method of execution contained in this Agreement.
- c) The SI shall be responsible for and shall ensure that all activities/services are performed following the Agreement, Scope of Work, Services Specifications and Service Levels and that the SI 's team complies with such specifications and all other standards, terms, and other stipulations/conditions set out hereunder.
- d) The SI shall perform the activities/ services and carry out its obligations under the Agreement with due diligence, efficiency and economy, under generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe effective equipment, machinery, materials and methods. The SI shall always act, in respect of any matter relating to this Agreement, as faithful advisors to the DoP and shall, at all times, support and safeguard the DoP's legitimate interests in any dealings with SI 's Team and Third parties.
- e) The SI shall perform the activities/ services and carry out its obligations under the Agreement with due diligence, efficiency and economy, under generally accepted techniques and practices used in the industry and with professional engineering and

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

consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe effective equipment, machinery, materials and methods. The SI shall always act, in respect of any matter relating to this Agreement, as faithful advisors to the DoP and shall, at all times, support and safeguard the DoP's legitimate interests in any dealings with SI 's Team and Third parties.

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

1.5.1.2 Change of Control

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

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

1.5.2 Liquidated Damages and Service Levels

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

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

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

1.6 Representations and Warranties

1.6.1 Representations and warranties of the SI

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

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) It is a competent provider of a variety of information technology and business process management services;
- c) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e) In providing the Services, it shall use best endeavors not to cause any unnecessary disruption to DoP's normal business operations;
- f) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g) The information furnished in the Proposal is true and accurate as submitted by SI in all respects as of the date of this Agreement;
- h) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- j) It does not know of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k) It has complied with Applicable Laws in all material respects and has not been subject to

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

any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may harm its ability to perform its obligations under this Agreement;

- l) No representation or warranty by it contained herein or in any other document furnished by it to DoP or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of DoP or its nominated agencies in connection therewith. For this purpose, SI has also signed integrity pact separately with DoP as specified in Annexure 2 section 6.2.13 of Vol II of RFP.
- n) That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software, and copyrighted process/ product for use of the copyright/ process/ products that the SI has proposed to supply under this Agreement free from all claims, titles, interests and liens there on;
- o) That the representations made by the SI in its Proposal and in this Agreement are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Agreement and the RFP and unless DoP specifies to the contrary, the SI shall be bound by all the terms of the Agreement.

1.6.2 Representations and warranties of the DoP

DoP represent and warrant that:

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

1.7 Obligations

1.7.1 Obligations of the DoP

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

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

1.7.2 Obligations of the SI

- a) It shall provide to the DoP or its nominated agencies, the Services and personnel as specified by the DoP as per the terms of this Agreement and detailed under Vol I of RFP. It shall conduct Services review sessions with DoP and its comments for changes has to be complied by the SI.
- b) It shall perform the Services as set out in clause 1.2 of this Agreement in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels Set out in the Vol I of the RFP.
- c) It shall ensure that the Services are being provided as per the terms and Project timelines set out in the Vol I of the RFP.
- d) Additional roles and responsibilities of SI: as specified under Vol I of the RFP.

1.8 Approvals and Required Consents

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

1.9 Use of Assets by the SI

During the Term, the SI shall:

- a) take all reasonable and proper care of the entire hardware and software, or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the SI (for itself or for DoP or on behalf of DoP) exclusively in terms of ensuring their usability for the delivery of the Deliverables and Services as per this Agreement (hereinafter the “**Assets**”); and
- b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the SI takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the SI will be followed by the SI and any person who will be responsible for the use of the Assets;
- d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the SI or as may, in the reasonable opinion of the SI, be necessary to use the Assets in a safe manner;
- e) ensure that the Assets that are under the control of the SI, are kept suitably housed and in conformity with Applicable Law and terms agreed with DoP;
- f) procure permission from the DoP or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third- party requirements;
- g) not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law and as per terms agreed with DoP.

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

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

- (iii) For their own purpose or for conducting their own business or for providing services to any third party.

1.11 Management of Project

1.11.1 Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule I of this Agreement and shall cover all the management aspects of the Project.

1.11.2. Changes

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

1.11.3. Security and Safety

- a) The SI shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act, Digital Personal Data Protection Act, 2023 including the regulations, guidelines and advisories issued by Department of Telecom (wherever applicable) or any other Applicable Law (as amended from time to time), Information Security Management System (ISMS) and Cyber Crisis Management Plan (CCMP) of DoP and follow the industry standards related to safety and security (including those as specified by DoP from time to time), insofar as it applies to the provision of the Services or Deliverables under this Agreement.
- b) SI shall also comply with DoP or the Government of India, and the respective State's security standards and policies in force from time to time at each location of which DoP or its nominated agencies make SI aware in writing in so far as the same apply to the provision of the Deliverables and the Services.
- c) The Parties shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with DoP as the case may be or any of their nominee's data, facilities or Confidential Information.
- d) The SI shall upon request by DoP as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e) As per the provisions of the Service Levels, SLA or this Agreement, the SI shall promptly report in writing to the DoP, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of DoP as the case may be.

1.11.4. Cooperation

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

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

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

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

1.12 Financial Matters

1.12.1 Terms of Payment

- a. Subject to the provisions of this Agreement and subject always to the fulfilment by the SI of its obligations herein, in consideration of the obligations undertaken by the SI under this Agreement, the DoP shall pay such undisputed amounts to the SI for the successful delivery of the Services in pursuance of this Agreement, following the Terms of Payment Schedule set out as Schedule IV of this Agreement.
- b. No invoice for extra work/change order on account of change order will be submitted by the SI unless the said extra work/ change order has been authorized/ approved by the DoP in writing following the clause on Change Order.
- c. In the event of the DoP noticing at any time that any amount has been disbursed wrongly to the SI or any other amount is due from the SI to the DoP, the DoP may without prejudice to its rights to recover such amounts by other means, after notifying the SI to deduct such amount from any payment falling due to the SI. The details of such recovery, if any, will be intimated to the SI. The SI shall receive the payment of the undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the DoP or the SI.
- d. All payments are subject to deductions of applicable liquidated damages as provided for in the SLA section of Vol-1. For the avoidance of doubt, it is expressly clarified that the DoP will calculate a financial sum and debit the same against the terms of payment as set out in Schedule IV of this Agreement as a result of the failure of the SI to meet the Timelines and/or Service Level
- e. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the DoP shall not be required to make any payments in respect of the Services, the Deliverables, obligations and scope of work mentioned in the RFP and this Agreement other than those covered in Schedule IV of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of the performance of obligations under the RFP and Agreement.
- f. The SI shall not increase the fee of the Services being consumed by DoP during the entire duration of the Project unless there is an agreed provision in the Agreement.

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

- g. In case of a decrease in rates by SI, SI shall pass the benefit of the same over and above the Total Contract Value. In case of such change, SI shall submit proof of change in rates with necessary supporting documents to DoP. The SI shall incorporate such changes into subsequent regular invoices for payment.
- h. The SI shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees (and any penalties, interest, and other additions thereto) that are imposed on it upon or concerning the transactions and payments under this Agreement.
- i. **Payment against time barred claims:**
All claims against DoP shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. DoP is entitled to, and it shall be lawful for it to reject such claims.

1.12.2 Invoicing and Settlement

- a. The SI shall submit its invoices in accordance with the following principles:
 - (i) Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the SI shall raise an invoice to DoP as per Schedule IV of this Agreement; and
 - (ii) Any invoice presented in accordance with this Clause shall be in a form agreed with DoP.
- b. The SI alone shall invoice all payments after receiving due approval of completion of payment milestone from DoP. Such invoices shall be accurate with all adjustments or changes in the terms of payment as set out in the Vol I of the RFP and Clause 1.12.1 of this Agreement.
- c. Subject to the accomplishment of obligations of the SI and delivery of the Deliverables and the Services to the satisfaction of the DoP. Payments will be subject to the deduction of applicable liquidated damages or SLA penalties. The penalties are imposed on the SI as per the SLA criteria specified in the SLA.
- d. DoP shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI where the DoP disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute and DoP shall release the undisputed amount to SI. A notice of such withholding shall be provided within a reasonable time of receipt of the applicable invoice. The disputed / withheld amount shall be settled in accordance with the Governance Schedule outlined in Schedule I which shall be settled within reasonable time after notice of reference. However, the DoP shall release the disputed amounts as soon as reasonably possible, upon the resolution of the dispute. Any exercise by the DoP under this Clause shall not entitle the SI to delay or withhold the performance of its obligations or delivery of Deliverables/ Services under this Agreement.
- e. In the event that DoP requires any document or proof or approvals (intra department), it shall, at its sole discretion, withhold payment (to the extent of maximum penalty amount specified in SLA) and process the balance amount.
- f. The SI shall be solely responsible to make payment to its sub-contractors if they are expressly approved by the DoP to work with the SI.

1.12.3 Tax

- a. All payments to the SI shall be subject to the deductions of tax at source under the Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule or regulation. The DoP shall provide the SI with the original tax receipt of any withholding taxes paid by the DoP or its nominated agencies on payments under this Agreement within a reasonable time after payment. All costs, damages or expenses which the DoP may have paid or incurred, for which under the provisions of the Agreement, the SI is liable, the same shall be deducted by the DoP from any dues to the SI. All payments to the SI shall be made after making necessary deductions as per terms of the Agreement, including recovery of mobilization advance, if any, and recoveries towards facilities, if any, provided by the DoP to the SI on a chargeable basis. The SI shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties
- b. The SI shall bear all personnel taxes levied or imposed on SI and/or its personnel, sub-contractor's personnel (where applicable), vendors, consultants etc. on account of payment received under this Agreement. The SI shall bear all corporate taxes, levied or imposed on the SI on account of payments received by it from the DoP for the work done under this Agreement. The SI shall bear all taxes and duties etc. levied or imposed on the under the Agreement including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by SI from the DoP for work done under the Agreement. In cases where Subcontracting is allowed as per the RFP, the SI shall also be responsible for having his sub-contractors under its sub-contract(s) to pay all applicable taxes on account of payment received by the sub-contractors from the SI for works done under the sub-contracts in relation to this Agreement and DoP will in no case bear any responsibility for such payment of taxes. It shall be the responsibility of the SI to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The SI shall also provide the DoP such information, as it may be required regarding the SI details of payment made by the DoP under the Agreement for proper assessment of taxes and duties. The SI shall bear all the taxes if any, levied on the SI. The amount of tax withheld by the DoP shall always be in accordance with Indian Tax Law and DoP shall promptly furnish to the SI, original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The SI agrees that it and its sub-contractors shall comply with the Indian Income Tax Act in force from time to time and pay Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Agreement.
- c. The SI agrees to reimburse and hold the DoP or its nominated agencies harmless from and against any claims, losses, expenses (including third-party claims, attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that are SI's responsibility.
- d. Payment agreed to be made by the DoP to the SI in accordance with the Proposal shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable and the DoP shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or Services. In case of change in taxes due to change in law, appropriate Parties shall pass the benefit of the same over and above the Total Contract Value. In case of such change, the SI shall submit a formal request with necessary supporting documents to the

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

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

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

1.13 Events of Default, Termination and Suspension

1.13.1 Events of Default by SI

- i. The failure on the part of the SI to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the SI. The events of default as mentioned above may include, inter-alia, the following:
 - a. The SI has failed to perform any instructions or directives issued by the DoP that it deems proper and necessary to execute the scope of work under the Agreement, or
 - b. The SI has failed to remedy a failure to perform its obligations following the specifications issued by the DoP, despite being served with a default notice which laid down the specific deviance on the part of the SI to comply with any stipulations or standards as laid down by the DoP; or
 - c. The SI or its team has failed to conform with any of the service specifications as set out in the RFP or this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by the DoP during the term of this Agreement and which the DoP deems proper and necessary for the execution of the scope of work under this Agreement;
 - d. The SI has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, concerning any of the terms of its Proposal, the RFP and this Agreement;

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

- e. There is a proceeding for bankruptcy, insolvency, or winding up or there is an appointment of the receiver, liquidator, assignee, or similar official against or concerning the SI;
 - f. The SI or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
 - g. The SI has failed to comply with any terms and conditions of this Agreement;
 - h. Undue delay in achieving the agreed timelines for delivering the services under this Agreement;
 - i. Quality of Deliverables and services consistently not being to the satisfaction of the DoP.
- ii. Where there been an occurrence of such Event of Defaults, inter alia, as stated above, the DoP shall issue a notice of default to the SI, setting out specific defaults/deviances/omissions and providing notice of up to thirty (30) days to enable the SI to remedy the default/deviances/omissions committed.
 - iii. Where despite the issuance of a default notice to the SI by the DoP the SI fails to remedy the default to the satisfaction of the DoP, the DoP may, where it deems fit, issue to the SI another default notice or proceed to adopt such remedies as may be available to the DoP including but not limited to the remedies provided in clause 1.13.2 below.

1.13.2 Consequences for Events of Default

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

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

- v. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the SI that may have resulted from such default and pursue such other rights and/or remedies that may be available to the DoP under law.

1.13.3 Termination for Breach/ Default

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

- i. Where the DoP believes that there has been such Event of Default on the part of the SI which would make it proper and necessary to terminate this Agreement and may include failure on the part of the SI to respect any of its commitments concerning any part of its obligations under its Proposal, the RFP or under this Agreement.
- ii. Where it comes to the DoP's knowledge that the SI (or the SI's Team) is in a position of actual conflict of interest with the interests of the DoP, concerning any of the terms of the SI's Proposal, the RFP or this Agreement.
- iii. DoP may terminate this Agreement due to reason specified in clause 1.5.1.2 (Change of Control).
- iv. DoP may terminate the Agreement if it comes to knowledge of the DoP that the SI or any of the SI's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

1.13.4 Termination for Convenience

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

1.13.5 Effects of termination

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

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

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

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

1.13.6 Termination of this Agreement due to Bankruptcy of SI

Where the SI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the SI, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the SI, the DoP shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor SI, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DoP.

1.13.7 Rights other than Termination

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

1.13.8 Suspension

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

1.14. Indemnification & Limitation of Liability

1.14.1 General Indemnity

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

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

1.14.2 IPR Indemnity

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

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

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

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

- i. Procure the right for Indemnified Party to continue using it,
- ii. Replace it with a non-infringing equivalent,
- iii. Modify it to make it non-infringing.

1.14.3 Conditions for Indemnity

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

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

mentioned above), the entire defence, negotiation or settlement of such claim by the DoP shall be deemed to have been consented to by and shall be binding upon, SI as fully as though the SI alone had assumed the defence thereof and a judgement had been entered into by the SI, for such claim in respect of the settlement or judgement.

1.14.4 Risk Purchase

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

1.14.5 Limitation of Liability

- i. The liability of SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement.
- ii. The liability of the DoP (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the SI under this Agreement.
- iii. Except as otherwise provided herein, in no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings), even if it has been advised of their possible existence.
- iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 1.11.3 (Security and Safety), 1.16 (Confidentiality) and breach of Intellectual Property Rights of a third party.
- v. The allocations of liability in this Clause 1.14 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations.

1.15. Force Majeure

1.15.1 Definition of Force Majeure

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

1.15.2 Force Majeure Events

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

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

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

1.15.3 Notification Procedure for Force Majeure

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

1.15.4 Allocation of costs arising out of Force Majeure

- i. Upon the occurrence of any Force Majeure event before the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- ii. Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
 - a) Upon occurrence of an event mentioned in clause 1.15.2, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

1.15.5 Consultation and duty to mitigate

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

1.16 Confidentiality

- i. The DoP may allow the SI to utilize highly Confidential Information including confidential public records and the SI shall maintain the highest level of secrecy, confidentiality and privacy concerning such Confidential Information. The SI shall use its best efforts to protect

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

the confidentiality, integrity and proprietary of the Confidential Information.

- ii. Additionally, the SI shall keep confidential all the details and information concerning the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The SI shall use the information only to execute the Project.
- iii. The DoP shall retain all rights to prevent, stop and if required take the necessary punitive action against the SI regarding any forbidden disclosure. The DoP reserves the right to adopt legal proceedings, civil or criminal, against the SI concerning a dispute arising out of a breach of obligation by the SI under this clause.
- iv. The SI shall execute a non-disclosure agreement with the DoP in the format provided in Volume II of the RFP and shall ensure that all its employees and agents and sub-contractors (if any) involved in the Project, execute individual non-disclosure agreements, which have been duly approved by the DoP concerning this Project. Copy of such Non-Disclosure Agreements to be provided to DoP by SI as and when demanded.
- v. The SI may only disclose the Confidential Information in the following circumstances:
 - a. with the prior written consent of the DoP;
 - b. to a member of the SI's Team ("Authorized Person") provided the Authorized Person needs to know the Confidential Information for the accomplishment of the Services and the Authorized Person has executed a confidentiality agreement with the DoP before receiving such information; and
 - c. if and to the extent that the SI is compelled legally to disclose the Confidential Information.
- vi. When the SI is aware of any steps being taken or considered to compel legally the SI or an Authorized Person to disclose the Confidential Information, it shall:
 - a. To the extent legally permitted, defer and limit the disclosure to preserve the confidentiality of the Confidential Information as much as possible;
 - b. Promptly notify the DoP; and
 - c. Do anything reasonable required by the DoP to oppose or restrict that disclosure.
- vii. The SI shall notify the DoP promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the DoP.
- viii. The SI shall not carry any written material, layout, diagrams, floppy diskettes, pen drive, CDs, hard disks, storage tapes or any other media out of the DoP premise without written permission from the DoP. The SI's personnel shall follow the DoP's Information Security policy and Cyber Crisis Management Plan or any other related policy or guideline issued from time to time. The SI acknowledges that the DoP's business data and other DoP proprietary information or materials, whether developed by the DoP or being used by the DoP according to a license agreement with a third party (the foregoing collectively referred to herein as "Proprietary Information") are confidential and proprietary to the DoP; and the SI agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the SI to protect its proprietary information. The SI recognizes that the goodwill of the DoP depends, among other things, upon keeping such proprietary information confidential and that unauthorized disclosure of the same by the SI could damage the DoP, and that because of the SI's duties hereunder, the SI may come into possession of such proprietary

information, even though the SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this Agreement. The SI shall use such information only to perform the said services. The SI shall, upon termination of this Agreement for any reason, or upon demand by the DoP, whichever is earliest return all information provided to the SI by the DoP, including any copies or reproductions, both hardcopy and electronic.

1.17 Audit, Access and Reporting

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

1.18 Ownership and Intellectual Property Rights

- a) DoP shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the SI solely during the performance of the Services and for, inter-alia, use or sub-license of such Services under this Agreement. The SI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the DoP and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the DoP.
- b) Further, the SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc (including, inter alia, licenses for Commercially-Off-The-Shelf software and products). provided by the SI under this Agreement shall be acquired in the name

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

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

1.19 Warranty

1.19.1 Standard:

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

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

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

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

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

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

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

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

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

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

1.20 Insurance Cover

1.20.1 Obligation to Maintain Insurance

- (i) In connection with the provision of the Services, the SI must have and maintain, and shall cause any sub-contractor to take out and maintain, at his (or subcontractors, as the case may be) cost but on terms and conditions approved by DoP, valid and enforceable insurance for the Agreement Term against the risks, and for the coverages including but not limited to:
 - a. either professional indemnity or errors and omissions
 - b. product liability
 - c. workers' compensation as required by law and
 - d. any additional types, if any, as may be required depending on the Services provided in this Agreement; and
- (ii) The above insurance policies shall be of appropriate values so as to cover risks of SI under this Agreement.
- (iii) The SI shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the DoP.

1.20.2 Certificates of currency

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

1.20.3 Non-compliance

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

1.21 Miscellaneous

1.21.1 Personnel

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

- f. Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- g. During the Term and 12 months thereafter, neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to Project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

1.21.2 Independent Contractor

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

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

1.21.3 Sub-contractors

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

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

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

1.21.4 Assignment

- a. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of DoP and their respective successors and permitted assigns.
- b. Except as otherwise expressly provided in this Agreement, and until the previous consent in writing of DoP is obtained, the SI shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- c. DoP may assign or novate all or any part of this Agreement and Schedules/Annexures, and the SI shall be a party to such novation, to any third party contracted to provide outsourced services to DoP or any of its nominees.
- d. If the SI assigns this Agreement or any part thereof without such permission, DoP shall be entitled, and it shall be lawful on his part, to treat it as a breach of Agreement and avail any or all remedies hereunder.

1.21.5 Trademarks, Publicity

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

1.21.6 Communication and Notices

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

To SI-

Name:

Designation:

Address:

Tel:

Fax:

Email:

To DoP-

Name:

Designation:

Address:

Tel:

Fax:

Email:

- c. In relation to a notice given under this Agreement, a Party shall specify the Party's address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- d. Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9:30 am and 6:30 pm at the address of the other Party set forth above or if sent by email, provided the copy email is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter). The effective date of such communication, notice or other document shall be either on the completion of delivery as per the terms herein or the effective date explicitly mentioned in the communication, whichever is later.
- e. Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.
- f. No communication, notice or other document shall amount to an amendment of the terms of this Agreement, except amendment of Agreement as per the terms of clause 1.21.7 below.
- g. Persons signing the communications, notices or other document:
A person signing communication in respect of the Agreement or purported to be on behalf of the SI, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the SI. If it is discovered at any time that the person, so signing has no authority to do so, DoP reserves its right, without prejudice to any other right or remedy, to terminate the Agreement for default in terms of the Agreement and avail any or all the remedies thereunder and hold such person personally and/ or the SI liable to the DoP for all costs and damages arising from such remedies.

1.21.7 Modifications/ Amendments, Variation and Further Assurance

- a. No amendment, variation or other change to this Agreement shall be valid unless authorised in accordance with the change control procedure as set out in the Change Management and Control set out in Schedule II of this Agreement. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement.
- b. Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

1.21.8 Severability and Waiver and Forbearance

- a. If any provision of this Agreement or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision or part provision.
- b. Any waiver of DoP's rights, powers, or remedies under this Agreement must be in writing, dated, and signed by an authorized representative of the DoP granting such waiver and must specify the terms under which the waiver is being granted.
- c. No failure to exercise or enforce, relaxation, forbearance and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

1.21.9 Compliance with Applicable Law

- a. The SI shall comply with the provision of all laws including the Digital Personal Data Protection Act, 2023, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by the DoP shall be applicable in the performance of this Agreement and the SI shall abide by these laws. The SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The SI shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The SI shall also adhere to all security requirement/regulations of the DoP during the execution of the work.
- b. In cases where Services are to be performed by SI at the premises of DoP or beneficiary of Services designated by the DoP, the SI shall comply with the provisions of the Labour Codes including Code on Wages, 2019 The Industrial Relations Code 2020, Code on the Social Security 2020, and the Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time to time, wherever applicable and shall also indemnify the DoP from and against any claims under the aforesaid Labour Codes and the Rules.
- c. Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the SI as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be provided at no additional cost to the DoP.
- d. During the tenure of this Agreement, the SI shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under this Agreement and nothing shall be done by the SI in contravention of any Applicable Law or any amendment thereof and the SI shall keep the DoP indemnified in

this regard.

e. Changes in Laws and Regulations

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

1.21.10 Professional Fees

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

1.21.11 Ethics

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

1.21.12 Entire Agreement

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

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

1.21.13 Conflict of Interest

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

Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict and shall seek instructions from the DoP.

1.21.14 Governing Law and Dispute Resolution

- a. This Agreement shall be combined by and construed in accordance with the laws of India, without giving effect to the conflict of law rules. To parties expressly agree to exclude dropped application after UN Convention on contracts for the international sale of goods 1980 to this Agreement and the performance of the parties contemplated under this Agreement to the extent that such conviction might otherwise be applicable.
- b. Any dispute arising out of or in connection with this Agreement or the SLA/Service Levels shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule I of this Agreement.
- c. In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as per Mediation Act, 2023 and as follows:
 - Aggrieved party should refer the dispute to the identified mediator (i.e. a High-Level Committee / HLC) in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
 - The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.
 - If no resolution can be reached through mutual discussion or mediation within 30 days, then the matter should be referred to Arbitration as explained below.
- d. In the case of dispute arising out of or in relation to or in connection with this Agreement between the DoP and SI, which has not been settled in accordance with clause 1.21.14 (c) above within 30 days from date of reference of the dispute to Mediator, any party can submit any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof to the Sole Arbitrator appointed by two Arbitrators [two Arbitrators so chosen by both SI and Purchaser (one each)] in accordance with and in full satisfaction of the qualifications to be prescribed for such arbitrator, including but not limited to the qualifications so as to technical experience, nationality and legal experience, by the DoP and the SI, at the time of appointment with arbitration proceedings shall be conducted in English language. The arbitration proceedings with seat and venue will be held at New Delhi, India.
- e. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one Party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of Delhi, India.
- f. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable on the Arbitration Proceedings and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, rules or re-enactments thereof. The Arbitration

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

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

- g. Compliance with laws: Each Party will comply with all applicable laws of India along with applicable export and import laws and regulations.

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

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

Name:
Designation:
Signature:
Seal:

In Witness of-
Signature:
Name:
Designation:
Address:
Seal:

For and on behalf of System Integrator
(SECOND PARTY)

Name:
Designation:
Signature:
Seal:

In Witness of-
Signature:
Name:
Designation:
Address:
Seal:

1.22 Schedule I – Governance Schedule

1.22.1 Purpose

The purpose of this Governance Schedule is to:

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

1.22.2 Governance Structure

- a) **Project Managers:** The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- b) **Project Management Committee (PMC)** - Within 7 days following the Effective Date, Department of Posts and the System Integrator shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.
- c) The PMC shall meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of periodic performance reports; (ii) consideration of matters arising out of the change control; (iii) escalated issues; (iv) matters to be brought before the PMC in accordance with this Agreement; (v) any matter brought before the PMC by the System Integrator under this Agreement; and (vi) any other issue which either Party wishes to add to the agenda.
- d) In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PMC any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

1.22.3 Governance Procedures

- a) The SI shall document the agreed structures in a procedures manual.
- b) The agenda for each meeting of the PMC shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PMC, along with relevant pre-reading material, shall be distributed in advance of the relevant

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

meeting.

- c) All meetings and proceedings will be documented. Such documents shall be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- d) The Parties shall ensure as far as reasonably practicable that the PMC shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- e) In order to formally submit a Disputed Matter to the aforesaid for a resolution, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- f) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in Clause 1.21.14 of MSA.
- g) All negotiations, statements and / or documentation pursuant to these Clauses shall be without prejudice and confidential (unless mutually agreed otherwise).
- h) If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them), the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

1.23 Schedule II – Change Control Schedule

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“**MSA**”), Project Execution Phase, SLA and Scope of Work. Such change shall include, but shall not be limited to, changes in the scope of services provided by the SI and changes to the terms of payment.

The DoP and SI recognize that change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The SI will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment and DoP will work with the SI to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and the Service levels/SLA

1.23.1 Change Management Process

A. Change Control Note ("CCN")

1. Change requests in respect of the MSA, the Project Execution, the operation, the SLA or Scope of work will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure A hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
2. The SI and the DoP, during the Project Execution Phase and the DoP during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and is suggested and applicable.
3. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the SI and accepted by the DoP or as decided and approved by DoP. For arriving at the cost / rate for change up to 25% of the project value, the submitted in the Financial Proposal shall be considered.

B. Quotation

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

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

C. Costs

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

D. Obligations

The SI shall be obliged to execute any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for execution and within an agreed timeframe. The SI will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any service/software/hardware/licenses should not exceed the price quoted in the SI's proposal.

1.24 Schedule III- Exit Management Schedule

1.24.1 Purpose

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

1.24.2 Transfer of Assets

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

1.24.3 Cooperation and Provision of Information

During the exit management period:

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

1.24.4. Confidential Information, Security and Data

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

1.24.5 Transfer of certain agreements

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

1.24.6 Rights of access to premises

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

1.24.7 General obligations of the SI

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

1.24.8 Exit Management Plan

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

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

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

1.25 Schedule IV- Terms of Payment Schedule

Please refer Vol I of RFP

1.26 Schedule V- Audit, Access and Reporting

1. PURPOSE

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

2. AUDIT NOTICE AND TIMING

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

3. ACCESS

The SI shall provide to the Purchaser or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The DoP shall have the right to copy and retain copies of any relevant records. The SI shall make every reasonable effort to co-operate with them.

4. AUDIT RIGHTS

- (i) The DoP or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), data centers, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - a. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of DoP and documentation related thereto;
 - b. That the actual level of performance of the services is the same as specified in the

Service Levels;

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

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

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

6. ACTION AND REVIEW

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

7. TERMS OF PAYMENT

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

8. RECORDS AND INFORMATION

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

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

1.27 Annexure A – Format for Change Control Notice

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

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

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

Signature:	
-------------------	--

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

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

1.28 Annexure B- Bid Response / Proposal

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

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

Refer Vol I of the RFP

1.30 Annexure D- Non-Disclosure Agreement

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

Grand Total																					
-------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Note:

- 1 Resource cost to be quoted for 8 hours shift for each resource considering working days of DoP
- 2 Help desk resource to be quoted for 8 hours shift for each resource considering 7 days working since Helpdesk will work on all days.
- 3 Payment will be done for number of days of attendance marked in full
- 4 Per resource cost will be calculated by dividing total costs with number of resources
- 5 Bidders are requested not to fill any information in the grey fields.