Through CPP Portal
& India Post Website

फाइल संख्या/File No. PLI-56/2/2026-PLI-DOP-Part(2)
भारत सरकार/Government of India
संचार मंत्रालय/Ministry of Communications
डाक विभाग/Department of Posts
डाक जीवन बीमा निदेशालय/Directorate of Postal Life Insurance

चाणक्यपुरी डाक घर परिसर/Chanakyapuri PO Complex,
नई दिल्ली/New Delhi-110 021
दिनांक/Date:- 07.08.2026

RESPONSE TO PRE-BID QUERIES

A kind reference is invited towards the Request for Proposal for Selection of System Integrator for Insurance Management Solution (IMS) to Department of Posts released on 13-05-2026 at the e-Procurement Portal [https://eprocure.gov.in] vide Tender ID: 2026_DOP_908500_1.

2. In this regard, please find enclosed the following documents in response to the additional queries received from the bidders shortlisted at EOI stage.

i. Response to Pre-Bid Queries
ii. The Corrigendum along with Appendix to Corrigendum
iii. Updated RFP (SI) incorporating changes in line with the Corrigendum

3. All other conditions of the RFP shall remain unchanged.

(Kamal Kumar Sharma)
Deputy Divisional Manager-III

संलग्न/Enclosure: As above

प्रतिलिपि/Copy to:
GM, CEPT-with the request to upload the above response on India Post Website.

CLARIFICATION DATED 07-08-2026

RFP No. PLI-56/02/2026-PLI-DOP

Request for Proposal (RFP) for Selection of System Integrator (SI) for Insurance Management Solution (IMS) for Department of Posts (DoP)

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
1	6	Query 16	4.5.2	D2D, with ransomware protection, s3 backup option, immutable backups.	1. Please provide inputs for Object storage count with data size for s3 backup option 2. Can we propose D2D backup solution instead of Backup Servers? If yes, please provide the size of D2D appliance/ repository. Can we go for both options: a. Hardware Appliance b. Backup Server and Storage for D2D solution	The information is required for Licensing and costing	Clarification: 1. Data size will be as per storage capacity mentioned in the RFP for backup servers. 2. No.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
2	65	4.6.8.5 Hardware Specifications, 1. App Server Specifications 2. Storage Servers Specifications	28	Capacity Offered per NVMe SSD (GB) and feature 15360 GBor higher with Power loss protection , U.3 or E3.S	15360 GB or higher 5th Gen drive with Power loss protection , **U.2**/U.3/E3.S	Justification: Please note that U.2 and U.3 are interface/form-factor standards and do not provide any inherent performance advantage over one another; actual performance depends on the SSD generation, controller, PCIe lane width, and server backplane architecture. Based on this, the proposed change is to align the configuration with the supported platform architecture and available components, without impacting expected workload performance.	No change
3	76	e. Internal Firewall		Throughput (Stateful) ≥ 100 Gbps (IMIX / 1518B)	300 Gbps (IMIX / 1518B)	The internal firewall acts as a security gateway between multiple users/application/network segments. As all intersegment traffic is inspected through the firewall, an adequate throughput is essential to avoid any bottleneck during peak traffic condition while ensuring consistent security and low latency.	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
4	71	High-Performance AI GPU Server Procurement Specs a. Hardware Specification	High-Performance AI GPU Server Procurement Specs a. Hardware Specification	Note: The proposed AI data centre hardware should fit in and function in the existing DoP DR centre at Mysuru without any additional requirements in non-IT environment setup viz., air cooled cooling system, 15 KVa power supply at rack level etc.	As per the corrigendum, DoP has provided the BoQ for only 12 racks, with power limited to 15 KVA per rack. However, accommodating all devices within 12 racks is expected to require higher power, in the range of 20–22 KW per rack. Please confirm the following: 1. Since power and cooling are within DoP's scope, the department will provide the required power and cooling capacity for the racks.		No change
5	64	4.6.8.2	Racks (800x1200mm)	Racks (800x1200mm)	As per the corrigendum, the SI is required to provide 12 racks; however, there is no specific mention of the PDUs required inside the racks to connect servers, network devices, and security devices. Since the racks are not expected to include pre-installed PDUs, please clarify whether the PDUs are to be supplied by the SI as part of the rack supply or provided by DoP for each rack, totalling to 24 PDUs (12 racks x 2 PDU/rack). Please Confirm and accordingly make the changes in BoQ.		Clarification 24 PDUs are to be supplied by the SI.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
6	335	Note	3	Note : Required Power/Network/Fiber Channel/ GPU fabric cabling etc., along with transceivers (InfiniBand, FC, Ethernet) for the proposed 12 racks and IT infrastructure being procured through this RFP shall be done by the SI.	As per the RFP corrigendum, DoP is expected to provide rack hosting space, including under-rack power and cooling. However, page 79 states that the required power shall be provided by the SI. This creates ambiguity regarding the responsibility for power provisioning which is under DoP scope. Our understanding is as follows ,please confirm: 1. Power under the racks including required industrial connector (32/63A) for connecting the Rack-PDU's (INSIDE RACK) to be provided by department, since non-IT has been descoped. 2. DoP shall provision the required PDUs (wall mounted -1 phase /3 phase) and extend the same under the new racks as per the device requirement installed inside the specific rack . 3. Please confirm whether the existing channels available under the racks can be used for inter-rack cable routing, or SI is required to install new channels. We suggest SI should be allowed to use of existing channels to minimize disruption to the existing layout.		Clarification 1. Yes 2. Rack-PDUs to be provided by SI, Power to these PDUs will be provided by DoP 3. yes

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
7	51	4.5.3			Can SI suggest necessary services to bust from AWS regions for security, backup,DRM, observability etc services for DC & DR? Also please provide the scope section from the agreement executed between the Department of Posts and the Cloud Service Provider (CSP) of NIC for better clarity.		No change
8	71	4.6.8.5 Hardware Specifications	High-Performance AI GPU Server Procurement Specs Hardware Specification	GPU Accelerator (Nvidia B200 equivalent or higher): Minimum 8 or more to be populated in each server	Change Request : GPU Accelerator (Nvidia ~~B200~~ B300 equivalent or higher) with all other Change in Parameter as applicable with B300 Architecture Minimum 8 or more to be populated in each server	Justification : Major OEMs don't have B200 Server Architecture **as Air-cooled** . Pls amend same & upgrade requirement to B300 so that HPE & DELL like OEM can qualify for this opportunity	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
9	71	High-Performance AI GPU Server Procurement Specs	Hardware Specification	Storage (a) Boot: 2x 1.92 TB NVMe M.2 SSD configured in Hardware RAID 1, RAID card should support Software RAID (HBA Mode) (b) Data: Minimum 60 TB raw capacity using NVMe Gen5 SSDs (U.2 or E1.S form factor, configurable in Software RAID 0/5/6/10).	Change request: (a) Boot: **2x 960GB** or higher NVMe M.2 SSD configured in Hardware RAID 1, RAID card should support Software RAID (HBA Mode) (b) Data: Minimum 60 TB raw capacity using NVMe Gen5 SSDs (U.2 or E1.S/E3.S form factor, configurable in Software RAID 0/5/6/10).	Justification: 1.92TBNVMe M.2 SSD is restrictive and limiting the OEM(s) to participate. 960GB is considered to be enough for OS boot.	No change
10	73	High-Performance AI GPU Server Procurement Specs	Backup server	Chassis - 4U	Change request: 5U or less	Justification: Asked disk types and capacity can be offered in 5U form factor.	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
11	70	High-Performance AI GPU Server Procurement Specs	Hardware Specification	Processor Dual-socket x86-64 Architecture. (a) Cores: Minimum 128 physical cores per socket. (b) Architecture: PCIe Gen 5.0 (or newer) compliant.	Change request: Dual-socket x86-64 Architecture. (a) Cores: Minimum 64 physical cores per socket. (b) Architecture: PCIe Gen 5.0 (or newer) compliant.	Justification: As per industry standard guidelines for GPU server 10Core per GPU is considered to be more than enough to process the IO requests and data movement. Refer NVIDIA DGX Base POD: The Infrastructure Foundation for Enterprise AI Reference Architecture Featuring NVIDIA DGX B200, H200 and H100 Systems, This is also validated with Intel 112 core as Total core - "Dual Intel® Xeon® Platinum 8480C processors, 112 cores total, 2.00 GHz (Base), 3.80 GHz (Max Boost) with PCIe 5.0 support." https://docs.nvidia.com/dgx-basepod/reference-architecture-infrastructure-foundation-enterprise-ai/latest/core-components.html#nvidia-dgx-b200-system Nvidia Reference Architecture is also following with Intel 112 Core in total for B200/H200/H100 .	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
12	72	High-Performance AI GPU Server Procurement Specs	Performance Requirements	Compute / Inference Performance FP4 Tensor Performance: Minimum of 140 PFLOPS (sparse) / 70 PFLOPS (dense) aggregate performance per 8-GPU node. Throughput: System must demonstrate state-of-the-art token generation efficiency for massive context windows and models exceeding 70B+ parameters without relying on system RAM offloading. Interconnect: All GPUs must be interconnected via a non-blocking, fully connected switch-based high-speed interconnect fabric (not PCIe-only), providing ≥ 1.5 TB/s bidirectional bandwidth per GPU.	Change request: FP4 / MXFP4 Tensor Performance: Minimum of 140 PFLOPS (sparse) / 70 PFLOPS (dense) aggregate performance per 8-GPU node. Throughput: System must demonstrate state-of-the-art token generation efficiency for massive context windows and models exceeding 70B+ parameters without relying on system RAM offloading. Interconnect: All GPUs must be interconnected via a non-blocking, fully connected switch-based high-speed interconnect fabric (not PCIe-only), providing **≥ 1.0 TB/s bidirectional bandwidth per GPU.**	Justification: -MXFP4 is Microscaling FP4, an OCP-standardized FP4 variant that uses microscaling/block-level scaling metadata to preserve accuracy better at very low precision. - End-to-end AI performance is governed by compute, HBM, and interconnect together, and can be assured through acceptance benchmarks rather than a component figure (1.5 Tb/s) that eliminates competition.	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
13	31-32 PDF Page No 287	3.22.3.1 Technical Evaluation Criteria	TQ2.2	**Document required** 1. The bidder must provide a copy of the Work Order/Agreement/ Certification from Authorised Signatory of the bidder and 2. Client-issued O&M Completion Certificate for projects completed within the last five (5) years, with a minimum O&M duration of two (2) years; or Client-issued O&M Certificate for projects that have been operational and ongoing for at least the past two (2) years.	**Documentation:** Please **consider the CA Certificate with UDIN as documentary proof**, as it is issued and certified by a qualified Chartered Accountant based on verification of relevant financial records and supporting documents. The certificate serves as an authentic and reliable document for validating the claimed information, particularly in cases where submission of multiple supporting records may not be feasible.		No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
14	60	4.6.5	Resource Deployment	Note : Resources deployed under this clause, DoP reserve the right to assign to any of the projects or assignments of the DoP or undertaken by the DoP	DoP is requested to delete this clause.	The resources deployed should be used only for the scope of this RFP.	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
15	32 PDF Page No 288	3.22.3.1 Technical Evaluation Criteria	TQ2.3	**Evaluation Parameters** o 2 projects: 5 marks o 4 projects: 10 marks o 6 projects and above: 15 marks **Document required** 1. Copy of work order / copy of agreement / Certificate from Authorised Signatory of the bidder and 2. Completion Certificate from Client **Note:** in case of active projects shown as experience, the data centre implementation should have been completed as on the date of publication of the RFP.	**Evaluation Parameters:** The proposed criteria is made more stringent compared to the ones laid in previous evaluation cycles (Before Pre-Bid response), creating challenges despite maintaining similar levels of performance and outcomes. It is requested that the criteria be suitably relaxed or aligned with the earlier framework to ensure a fair and practical assessment process. Please **consider reducing the number of projects required for submission**, as a smaller, representative sample of projects would still provide sufficient evidence of performance, achievements and compliance. This would enable organizations to focus on the quality and impact of submissions rather than the quantity, leading to a more efficient and effective evaluation process. **Documentation:** Please **consider the CA Certificate with UDIN as documentary proof**, as it is issued and		No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
					certified by a qualified Chartered Accountant based on verification of relevant financial records and supporting documents. The certificate serves as an authentic and reliable document for validating the claimed information, particularly in cases where submission of multiple supporting records may not be feasible.		

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
16	75	d. Next-Generation Firewall (10–25 Gbps Ingress)		Firewall Throughput (L4) ≥ 40–60 Gbps	Firewall Throughput (L4) ≥ 150 Gbps	In the RFP the upstream device edge router throughput is being asked as 100 Gbps hence the firewall minimum throughput should be aligned to it and avoid bottle neck.	No change
17	33 PDF Page No 289	3.22.3.1 Technical Evaluation Criteria	TQ3.2	Data Centre Specialist (Onsite) - Key Personnel **Certification** o BE / B. Tech: 1 mark o Relevant experience# > 5 years: 1 mark o 2 Certificate (any relevant IT - internationally recognised certifying body or OEM / Operating System (such as Microsoft, AWS, Cisco, IBM, HP, DELL, etc.): 1 mark per certificate	**Inclusion of Degree:** Please **consider including 'B.Sc.'/BCA/ MBA as an eligible academic qualification** for the Data Centre Specialist role, alongside B.Tech/M.Tech. Practical experience often reflects an individual's domain knowledge, technical competence, problem-solving ability, and proven track record in handling real-world challenges. This will help prove candidate's capabilities and ensure that skilled professionals are not disadvantaged due to formal degree requirements.		No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
18	33 PDF Page No 289	3.22.3.1 Technical Evaluation Criteria	TQ3.1	Project Manager (Onsite) - Key Personnel **Certification** o PMP® (PMI) / PRINCE 2: 1 mark o BE / B. Tech: 1 mark o Relevant experience# > 5 years: 1 mark o 1 Certificate (any relevant IT - internationally recognised certifying body or OEM (such as ITIL, ISACA, (ISC)², Microsoft, AWS, Cisco, etc.): 1 mark	**Inclusion of Masters Degree:** In the context of SIIMS project, the role of the Project Manager requires more than just technical execution; it demands strategic alignment, financial acumen, and stakeholder management capability. Please **consider incorporating 'MBA' as a qualifying and scoring criterion** alongside B.Tech to reflect the need for candidates who possess this balanced blend of technical depth and business-focused project leadership		No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
19	68	4.6.8.5 Hardware Specifications, 1. App Server Specifications &/ or other servers	50	Industry Standard Compliance: 7. Triple Data Encryption Standard (3DES)	Industry Standard Compliance: **7. Triple Data Encryption Standard (3DES) or RSA4096 or AES or Equivalent or better**	**Justification**: 3DES is not recommended by IANA, **3DES is vulnerable ciphers hence Officially Being Retired by IANA.** The requirement should allow more options allowing better encryptions. Thus we hereby request to allow latest compliance like AES/ RSA 4096 for better & latest compliance as well as options. (https://www.encryptionconsulting.com/why-3des-or-triple-des-is-officially-being-retired/)	Corrigendum Triple Data Encryption Standard (3DES) or RSA4096 or AES or Equivalent or better

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
20	68	4.6.8.5 Hardware Specifications, 1. App Server Specifications	50	Industry Standard Compliance: 1. ACPI 6.0 Compliant 2. PCIe 5.0 Compliant 3. WOL Support 4. SMBIOS 3.0 5. Secure Digital 4.0 6. Advanced Encryption Standard (AES) 7. Triple Data Encryption Standard (3DES) 8. SNMP v3	Industry Standard Compliance: 1. ACPI 6.0 Compliant 2. PCIe 5.0 Compliant 3. WOL Support 4. SMBIOS 3.0 5. Secure Digital 4.0 / Secure Boot 6. Advanced Encryption Standard (AES) 7. Triple Data Encryption Standard (3DES) / RSA4096 /AES / Equivalent or better 8. SNMP v3, **Justification:** 5-Request to amend Secure Digital compliance with Secure Boot compliance which more significant than secure Digital and Secure Digital compliance is required for SD Cards not for Servers, therefore we hereby request to dept omit Secure Digital compliance & allow secure Boot compliance. 7-3DES is not recommended by IANA, 3DES is vulnerable ciphers hence Officially Being Retired by IANA. We hereby request to dept kindly omit 3DES from requirement and allow latest compliance like		Corrigendum Triple Data Encryption Standard (3DES) or RSA4096 or AES or Equivalent or better

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
					AES/ RSA 4096 for better & latest compliance. (https://www.encryptionconsulting.com/why-3des-or-triple-des-is-officially-being-retired/)		

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
21	76	5. ALB and WAF Specifications	a. WAF	Additional	Interfaces : ≥ 8 × 10/25G SFP28 ports	As the WAF will be connected to one of the leaf switches, the interface requirement is specified to ensure adequate connectivity and compatibility with the leaf switch infrastructure.	No change
22	75	d. Next-Generation Firewall (10–25 Gbps Ingress)		IPS Throughput ≥ 10–20 Gbps	IPS Throughput ≥ 100 Gbps	As this is the edge firewall, which would be enabled with all the security features hence the throughput should of NGFW should be equivalent to the edge router to avoid any bottleneck.	No change
23	30-31 PDF Page 286	3.22.3.1 Technical Evaluation Criteria	TQ2.1	**Evaluation Parameters** **a. Completed Projects** Projects of cumulative order Value: o >25 crores and <= 50 Crores: 10 marks o >50 crores and <=75 Crores: 15 Marks o >75 Crores: 20 marks **b. Under implementation** Project of cumulative order value (Project duration should be minimum 1 year) o >45 crores and <=75 Crores: 5 marks o >75 crores and <=100 Crores 10 marks	**Marking Scheme:** Please **consider similar marking scheme for completed and under implementation projects**. It enables objective comparison across projects, regardless of their current stage, and helps maintain a standardized assessment framework. Where applicable, scores can be assigned based on achieved deliverables for completed projects and demonstrated progress or milestones for projects under implementation. **Documentation:** Please **consider the CA Certificate**		No change

S. N o.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
				o >100 Crores: 15 marks **Document required** 1. Copy of work order / copy of agreement / certificate from authorised signatory of the bidder. and **2. For completed projects:** Completion Certificate from Client Or **For projects under Implementation:** satisfactory services letter(s) from authorised signatory from the client for which it is implementing the project.	**with UDIN as documentary proof**, as it is issued and certified by a qualified Chartered Accountant based on verification of relevant financial records and supporting documents. The certificate serves as an authentic and reliable document for validating the claimed information, particularly in cases where submission of multiple supporting records may not be feasible.		
24	75	d. Next-Generation Firewall (10–25 Gbps Ingress)		NGFW Throughput (L7) ≥ 15–25 Gbps (real-world inspected traffic)	NGFW threat prevention Throughput ≥ 100 Gbps (real-world inspected traffic)	As this is the edge firewall, which would be enabled with all the security features hence the throughput should of NGFW should be equivalent to the edge router to avoid any bottleneck.	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
25	124	5.1.14.5 Limitation of Liability	Point-4	Notwithstanding anything contained in the foregoing, the liability cap of the Parties given under this Clause shall not apply to the Criminal negligence, wilful misconduct, breach of applicable laws and breach of Intellectual Property Rights of a third party.	Notwithstanding anything contained in the foregoing, the liability cap of the Parties given under this Clause shall not apply to the Criminal negligence, wilful misconduct, ~~breach of applicable laws~~ and breach of Intellectual Property Rights of a third party.		Corrigendum Notwithstanding anything contained in the foregoing, the liability cap of the Parties given under this Clause shall not apply to the Criminal negligence, wilful misconduct, and breach of Intellectual Property Rights of a third party.

S. N o.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
26	69	4.6.8.5 Hardware Specifications, 1. App Server Specifications & / Or other servers	61	Other Certifications Available : UL	Other Certifications Available : **UL / BIS / Equivalent.**	**Justification:** The UL certificates are not relevant to India, it is pertinent to mention here that the Directive 330/31/C/64/2018-ES-I dated 3rd January 2019 issued by PMO while referring the General Financial Rules, 2017 also confirms that technical specifications should be based on national technical regulations or recognized national standards only and restricts procuring entities to incorporate foreign certification in the Bid Document that exclude local manufacturers. Hence we request you to kindly revise clause including India Compliances which are equivalent to UL.	Corrigendum Other Certifications Available : UL / BIS / Equivalent.
27		Make in India Compliance	New Clause	Request to add Make in India Compliance Clause.	Please add below clause - • System offered must comply with DIPPs notification no. P-45021/2/2017-PP (BE-II) with revisions till date and compliance with P-45021/102/2019-BE-II-Part (1) (E-50310) Office Memorandum issued by GoI. MII Certificate should be on OEM letterhead. **Justification** : It is submitted		Clarification it is already mentioned in the RFP "Office Memorandum bearing no. F. No. P45021/2/2017-PP (BE-II)-Part (4) Vol. II

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
					that the Department for Promotion of Industry and Internal Trade (DPIIT), along with the Ministry of Electronics and Information Technology (MeitY), has notified vide Notification bearing no. F. No. W-43/4/2019-IPHW-Meity, dated 07.09.2020,criteria and guidelines for assessment of Local Content for particular 'Server' for which sufficient domestic manufacturing capacity exists.Server' is defined in the said Notification under clause 4.12 from page no. 22 to 24. In line with the Public Procurement (Preference to Make in India) Order, it is therefore appropriate that the RFP explicitly defines and mandates Make in India requirements for server line items. This will ensure compliance with existing government policies and promote domestic manufacturing. Inclusion of such a clause will facilitate wider participation of eligible Indian OEMs,		dated 19th July, 2024 issued by Department for Promotion of Industry & Internal Trade, Ministry of Commerce and Industry, Government of India on the revised 'Public Procurement (Preference to Make in India), Order 2017 (**as amended on date**)"

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
					strengthen the local electronics ecosystem, and align the procurement process with national policy objectives without compromising on technical or performance requirements.		
28	64	4.6.8.2	S.No 3	Backup servers (1.5pb raw) - Qty 4	Please advise the backup volume	The information is required for Licensing and costing	Clarification As per the storage capacity of backup servers in RFP.
29	64	4.6.8.2	Quantity for IT Infrastructure	Storage Servers – 10 Nos.	Please clarify how the storage solution is expected to integrate with Application Servers, GPU Servers and Backup Infrastructure. Kindly confirm the intended storage architecture and workload profile. We understand it's for all Block, File and Object storage protocols. Please provide expected workload characteristics. **Please add the SDS software line item in the RFP as the same is missing as of now.**	Storage connectivity design materially impacts solution sizing, network architecture and resiliency planning.	Clarification Storage server are to be supplied with compatibility with CEPH and similar SDS solution. It is expected to be integrated with App, GPU and other servers using Block, File and Object

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
							storage protocols.
30	64	4.6.8.2	Spine Leaf switches	Spine Leaf switches (OPTICS /SFP's)	Please clarify whether all switches are required to be fully populated with optics/SFPs, or whether the SI should provide optics/SFPs only as per the proposed solution requirements.		Clarification Yes
31	124	5.1.14.5 Limitation of Liability	Point -3	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.	Please modify this clause as - ~~Except as otherwise provided herein, in~~ 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 or lost data), even if it has been advised of their possible existence.		Corrigendum 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 or lost data), even if it has been advised of their possible existence.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
32	26	Query 26		Clarification: SI can leverage the existing EMS tool and CCCC for integration.	Please provide the details with specs for following existing tools - 1. NMS 2. EMS 3. SLA Management Please also confirm whether same tools will be used for Cloud as well as AI DC. In case the existing tools will not be used for Cloud or AI DC, DoP needs to confirm which tools are envisaged to be procured by SI for the above 3 line items. Kindly provide the detailed requirements (including integrations) for the same.		Clarification 1. VuNet/Grafana APM Tool will be used for Network Monitoring. 2. Motadata 3. Motadata.
33	75	4. Networking Specifications	c. Data Center Router	NAT - NAT & PAT(Source & Destination), IPv6,	Please remove NAT & PAT(Source & Destination) and amend this clause to IPv6	Similar to IPSec VPN, SSL VPN and MACSEC we request to make NAT & PAT Features optional for Router.	No change
34	64	4.6.8.2	S.No 3	Backup servers (1.5pb raw) - Qty 4	Please share the intent of 04 backup servers : 1. The will act as independent repository? 2. The are used as redundant servers?	The information is required for solution designing	Corrigendum Backup servers (1.5pb raw) - Qty 2.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
35	73	4.6.8.5 Hardware Specifications, 3. High-Performance AI GPU Server Procurement Specs	a. Hardware Specification	Power Supply : (a) Redundancy: N+N or N+1 redundancy with separate power feeds. (b) Rating: High-density power rating capable of sustaining ~14kW to 15kW continuous load per node. 80 Plus Titanium/Platinum certified. (c) Input: Three-Phase power compatibility.	Power Supply: (a) Redundancy: N+N or N+1 redundancy with separate power feeds. (b) Rating: High-density power rating capable of sustaining ~14kW to 18kW continuous load per node. 80 Plus Titanium/Platinum certified. (c) Input: Three-Phase power compatibility. **Justification:** Requested modification of the B200 GPU server power supply rating from 15 kW to 18 kW is to accommodate peak power consumption, future scalability and ensure stable operation under full GPU workload conditions.		Corrigendum Point (b) may be read as: Rating: High-density power rating capable of sustaining ~14kW to 15kW (or higher if required by the hardware supplied by the SI), continuous load per node. 80 Plus Titanium/Platinum certified.
36	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications	5	Processor Base Frequency (GHz): 2.7 or higher	Processor Base Frequency (GHz): 2.4 or higher		Corrigendum Base Frequency can be 2.4Ghz or higher.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
37	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications 4.6.8.5 Hardware Specifications, 2. Storage Servers Specifications	6	Processor Boost Frequency (GHz) : 4 or higher	Processor Boost Frequency (GHz) : **3.7 or higher**	**Justification**: 3.7 GHz accommodates **a broader range of enterprise-class CPUs** without materially affecting overall performance for virtualization, AI infrastructure, or cloud workloads.	Corrigendum Processor Boost Frequency (GHz) : 3.7 or higher

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
38	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications	8	Processor Description/ Number : AMD EPYC 9755 or equivalent / higher	Processor Description/ Number : AMD EPYC 9745 or equivalent / higher. **Justification for Clause 5,6,7,8 :** AMD EPYC™ 9755 is top bin CPU from AMD Turin family and had highest TDP (500W) which may not be suitable in High Density Compute Environment, hence we are suggesting another CPU with same core count - The proposed change from AMD EPYC 9755 to AMD EPYC 9745 is recommended for better suitability in high-density deployment environments. The EPYC 9745 offers improved power and thermal efficiency, enabling better sustained frequency operation under continuous workloads with reduced risk of thermal throttling. This helps optimize rack-level power consumption and cooling requirements while continuing to meet the performance and scalability objectives defined in the RFP, Hence requested to change CPU to AMD 9745.		No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
39	73-74	4. Networking Specifications	b. Ethernet: i. Spine Switch Specifications ii. Ethernet: 400G Leaf Switch Specifications iii. Ethernet: 100G Leaf Switch Specifications iv. Ethernet: 25G Leaf Switch Specifications	Protocol Support RDMA, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF	RDMA / RoCE is ideally required only in the GPU backend Network switches and is usually not required in these Switches. If RDMA is still desired in this Switch, please amend this clause as below: RDMA / RoCEv2, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF	RDMA (Remote Direct Memory Access) is a general technology concept — letting one computer's NIC write directly into another computer's memory, bypassing the CPU/OS kernel — with multiple open, industry-standard implementations. InfiniBand is the original native RDMA fabric, standardized by the InfiniBand Trade Association (IBTA). RoCE (RDMA over Converged Ethernet) — RoCEv1 and RoCEv2 are also an open IBTA standard that runs RDMA semantics over standard Ethernet/UDP/IP. We request to include Ethernet based RDMA Implementation as well i.e. RoCEv1/v2	Corrigendum RDMA / RoCEv2, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
40	78	5. ALB and WAF Specifications	b. ALB	Observability: OpenTelemetry tracing : Distributed tracing	Remove	Open telemetry base distributed tracing is the application observability function and typically implemented by the application or dedicated Observability platform. This is a not a core capability for application delivery or WAF functionality. Hence the requirement shall be omitted to avoid unnecessary restriction to OEM participation.	No change
41	75	4.6.8.5 Hardware Specifications Network Specifications	Data Centre Router	c. Data Center Router :Networking services - DNS Proxy	Request authority to either remove or make DNS proxy clause optional for router specifications.	Bidder should be given flexibility to quote DNS Proxy feature either in DC Router or Firewall as part of overall solution.	Corrigendum The DNS-Proxy functionality can be met from DC Router or Firewall.
42	17	3.4.6		Subcontracting, if any, shall be strictly limited to non-IT infrastructure works only. Under no circumstances shall IT Infrastructure-related activities be subcontracted. The System Integrator shall retain complete ownership and responsibility for all deliverables, including those executed through approved subcontractors.	Since Passive cabling (Network Cabling Inside the racks) is part of the Non-IT which include; Fiber cabling inside the racks and across the racks provided as part of the bid. Accordingly the sub-contracting of passive work-cabling should be allowed.		Corrigendum Sub-contracting is allowed only for network and power cabling.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
43	59	4.6.5	Resource Deployment	L1 resources	Since the requirement of L1 resources is freshly added. Kindly allow sub-contracting for the L1 resources which will under bidders control.		No change
44	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications	11	Size (RU) : 1U Maximum	Size (RU) : **1U or higher**	**Justification**: The server form factor is proposed to be revised from 1U to 1U or higher to accommodate the required number of PCIe add-on cards (1-Boot Controller, 1-Storage Controller, 3-Network Controllers, 1x FC HBA). A 1U server has limited expansion slots (upto 3), power, and cooling capacity, whereas a 2U server provides adequate PCIe expansion, improved thermal performance, and sufficient power to support the required network, storage, and accelerator cards without compromising system performance or reliability. This change is essential to meet the functional requirements.	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
45	76	d. Next-Generation Firewall (10–25 Gbps Ingress)		SSL Inspection Throughput ≥ 8–15 Gbps (TLS 1.2/1.3)	SSL Inspection Throughput ≥ 100 Gbps (TLS 1.2/1.3)	As most of the north-south traffic will be encrypted with majority HTTPS flow, the Firewall should be able to perform the deep packet inspection to identify the threats embedded in the encrypted packet and take required mitigation action.	No change
46	50	4.5.2	Monitoring	APM (Infra & Network Monitoring end to end trace, Alerting Analytics) - To be proposed by Bidder {for Cloud}	The APM from the supply list of Section 4.6.6.1 has been removed through the clarifications whereas it is still included in 4.5.2.. Please remove from both places, else include along with sizing details for license calculations	The information is required for solution design, Licensing and costing	Corrigendum To be provided by the existing SI of DoP
47	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications 4.6.8.5 Hardware Specifications, 2. Storage Servers Specifications	7	Total Cache (L1+L2+L3)(MB) : 640 or higher	Total Cache (L1+L2+L3)(MB) : **320 or higher Per socket** or **640 of Higher per server**	**Justification:** 640 MB per server is adequate for the application and storage server requirements. Also 650 MB per socket restricts the offering as it is met by only a limited number of current-generation processor models (only two AMD CPU qualifies and only one Intel CPU qualifies). A cache capacity of 640 MB for two socket server is sufficient for the intended enterprise virtualization, cloud, AI, and database workloads while avoiding unnecessary restrictions on	Corrigendum: Total Cache for 1 CPU may be 320MB or higher.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
						technically compliant processor offerings.	
48	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications	19	Total Number of DIMM Slots available: 32 or higher	Total Number of DIMM Slots available: 24 or higher. **Justification**: The specified AMD EPYC 9005 Series architecture supports a maximum of 24 DIMM slots per server configuration. The proposed system meet the required memory capacity, performance, and scalability requirements defined in the RFP.Hence requested to kindly change to 24 DIMM's.		Already agreed in the previous corrigendum dated 03-07-2026

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
49	70	4.6.8.5 Hardware Specifications, 2. Storage Servers Specifications	36	Total Number of Ethernet Ports required in Server : 1x 4P 25G adapter with 25G SFP+ transceivers, **2x 2P 400 G** ports with transceivers	**Total Number of Ethernet Ports required in Server : 1x 4P 25G adapter with 25G SFP+ transceivers, 2x 1P 400 G ports with transceivers.**	**Justification:** The current generation x86 server architecture supports a maximum PCIe 5.0 x16 interface for add-on cards. A PCIe 5.0 x 16 slot provides sufficient bandwidth for a single 400GbE interface but cannot sustain simultaneous full line-rate operation of dual 400GbE (800GbE) ports due to PCIe bandwidth limitations. As no commercially available x86 server platform supports a higher PCIe interface width for NICs, the requirement should be revised to allow either one 400GbE port per PCIe 5.0 x16 slot to meet the aggregate bandwidth requirement.	Corrigendum Total Number of Ethernet Ports required in Server : 1x 4P 25G adapter with 25G SFP+ transceivers, 2x 2P 400 G ports or 4 x 1P 400G with transceivers.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
50	5	Corrigendum (Query 14 response) - Against Clause 4.4.		OS and other OEM patch deployment	We understand that OS & OEM patch deployment tool is it is required for both Cloud DC & DRC, and AI DC in Mysuru. Please confirm. Please also provide following information for cloud DC & DRC- a. OS types for which patching needs to be done b. No. of hosts to be patched c. Count of Internet facing servers to be patched Accordingly for cloud DC & DRC - 1. Please include patch deployment tool in software list (4.6.6.1) 2. DoP needs to include servers/VMs to host the patch management solution in the cloud requirement 3. DoP needs to include database licenses to host the solution in cloud 4. DoP needs to include Windows OS to host the solution in cloud 5. DoP needs to provide storage for patch repository in cloud 6. AD integration will be required for patch management tool in cloud. If AD is not available on cloud with DoP, AD services will be installed.	The information is required for Solution Design, Licensing and costing for Patch management Solution Licensing calculation	Clarification: OS type is both Linux and windows where maximum number is Ububtu 24.04 or above. The approximate no.of hosts around 800 to 1000 and intenet facing would be around 10% of total hosts.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
					Similarly, provide the above information for AI DC also.		

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
51	33 PDF Page No 289	3.22.3.1 Technical Evaluation Criteria	TQ3.1	Project Manager (Onsite) - Key Personnel **Certification** o PMP® (PMI) / PRINCE 2: 1 mark o BE / B. Tech: 1 mark o Relevant experience# > 5 years: 1 mark o 1 Certificate (any relevant IT - internationally recognised certifying body or OEM (such as ITIL, ISACA, (ISC)², Microsoft, AWS, Cisco, etc.): 1 mark	**Inclusion of Masters Degree:** In the context of SIIMS project, the role of the Project Manager requires more than just technical execution; it demands strategic alignment, financial acumen, and stakeholder management capability. Please **consider incorporating 'MBA' as a qualifying and scoring criterion** alongside B.Tech to reflect the need for candidates who possess this balanced blend of technical depth and business-focused project leadership		No change
52	15 PDF Page No 271	3.2 RFP Factsheet	Table, Row No 4	Last date and time for submission of Bids: 17-07-2026 (1700 hours)	**Extension:** Please **extend the deadline for submission by 4 weeks** as it includes hardware as well which requires considerable time for OEM coordination. **Revised submission deadline requested is 14-Aug-2026**		No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
53	92 PDF Page No 348	4.10 Timelines, Milestone and Payment Schedule	4.10 (Complete Clause Table)	The project shall be executed in accordance with the timelines and milestones defined in the RFP and finalized during contract signing. The System Integrator (SI) shall adhere ………………… Complete Table	The total percentage of payment is not ssumming upto 100%. It is exceeding 100%. Request you to kindly look into the same.		No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
54	Page 94/221 of corrigendum	4.10 Timelines, Milestone and Payment Schedule	4.10.1 Implementation Payment Note : Point no.5	The commencement point (T) for the AI Data Centre shall be communicated separately to the SI subsequent to the contract signing. Accordingly, the related milestones and payment schedules for the AI Data Centre shall be aligned and adjusted.	Please specify commencement point "T" for AI DC accurately. For e.g. "T" for AI DC will start from 30 days of the contract signing date. Accordingly, the bidder requests confirmation that: a) The commencement point "T" shall be within 30 days of contract signing date and should not be later than 60 days from the contract signing date. b) If "T" is declared beyond the period of 60 days from contract signing date, the bidder shall be entitled to revise the AI Data Centre hardware, software, license, OEM support and third-party component prices to reflect actual OEM pricing prevailing at the time of declaration of T. c) The AI Data Centre implementation period, payment milestones, warranty period, AMC/ATS period and O&M tenure shall be counted from the declared commencement point "T" and shall run for their full intended duration irrespective of delays in declaration of "T" not attributable to the bidder. d) Any delay in declaration of "T" shall not result in reduction of the	Justification: Not Defining "T" has a major commercial impact on bid financials as OEM validity for quotes expires if there is delay in the declaration of "T". The bidder requests contractual protection regarding delayed declaration of "T", as the AI Data Centre scope involves procurement of hardware, software, licenses, OEM support, warranties and related services that are priced at bid submission stage based on OEM / partner quotations. Some OEM quotes have just the validity of 14 days, and prices are subject to vary thereafter mostly due to foreign exchange fluctuations, technology refreshes, product end-of-sale/end-of-support announcements and supply-chain issues due to current geo-political situations. No bidder will be able to provide an open ended price validity, which passes the entire price revision risk on to the bidder.	Corrigendum the following line in Section 4.10.1 'Implementation Payment' stands deleted "5. The commencement point (T) for the AI Data Centre shall be communicated separately to the SI subsequent to the contract signing. Accordingly, the related milestones and payment schedules for the AI Data Centre shall be aligned and adjusted." Also, Section 4.8 "Contract

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
					AI Data Centre O&M tenure, warranty/support period, revenue recovery period, or commercial recovery of AI Data Centre investments. e) If "T" is declared beyond the period of 60 days from contract signing date, then, for extension years (Year-6, Year-7 and Year-8), the applicable prices for the AI Data Centre shall no longer be valid.		period" to be read as: The total duration of the contract shall be five (5) years from the date of commencement of services or signing of the Agreement, whichever is later, and the commencement of services shall be within one (1) months from the date of signing of the Agreement.. Based on the performance of the System Integrator (SI), project requirements, and at the sole discretion of the Department,

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
							the contract may be extended for an additional period of up to three (3) years, in three separate tranches of one (1) year each, on the same terms and conditions -. The decision for such extension shall be subject to satisfactory service delivery, compliance with contractual obligations, and continued requirements of the services. DOP would give the Bidder advance

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
							notice of 6 months of its intention to extend the contract.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
55	40/221of Corrigendum	I	3.26.2 Performance Security Deposit	5. In the event of the Bidder being unable to service the contract for whatever reason, DoP would invoke the Performance security. Notwithstanding and without prejudice to any rights whatsoever of the department under the Contract in the matter, the proceeds of the Performance security shall be payable to the department as compensation for any loss resulting from the Bidder failure to complete its obligations under the Contract. The department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 15 calendar days, indicating the contractual obligation(s) for which the Bidder is in default.	5. In the event of the Bidder being unable to service the contract for whatever reason, DoP would invoke the Performance security. Notwithstanding and without prejudice to any rights whatsoever of the department under the Contract in the matter, the proceeds of the Performance security shall be payable to the department as compensation for any loss resulting from the Bidder failure to complete its obligations under the Contract. The department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 15 calendar days, indicating the contractual obligation(s) for which the Bidder is in default. The amount of compensation would be mutually agreed between DOP and the Bidder.	The proposed clause provides a balanced and fair mechanism for invoking Performance Security. While the Department of Posts (DoP) retains the right to invoke the Performance Security in case of contractual default, it also ensures procedural fairness by requiring written notification within 15 days and stipulating that the compensation amount will be mutually agreed upon between DoP and bidder .	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
56	119/ 221 of Corrigendum	III	5.1.13.2 Consequences for Events of Default	4. Retain such amounts from the payment due and payable by the DoP to the bidder as may be required to offset any losses caused to the DoP as a result of such event of default and the bidder shall compensate the DoP for any such legitimate loss, damages or other costs, incurred by the DoP in this regard, however such compensation shall limited and capped as per clause 5.1.14.5.	4. Retain such amounts from the payment due and payable by the DoP to the bidder as may be required to offset any losses caused to the DoP as a result of such event of default and the bidder shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP in this regard. The overall compensation not to exceed 5% of the TCV.	The bidder can not take the overall risk of TCV value.	No change

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested	Justification / Remarks	Response
57	201/ 221 of Corrigendum	III	6.28 Annexure 28: Fall Clause	Corrigendum: We, the undersigned, offer to provide solution as detailed under the Request for Proposal number ________dated ______ , published by the Department of Posts and our Technical Proposal. I/We certify that there has been no reduction in the sale price of the goods of description identical to the goods supplied under this contract and such goods have not been offered/sold by me/ us to any person /organisation including the purchaser or any department of Central Government or any as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the Rate contract at a price lower than the price charged under the contract.	Every bid, the bidder response is unique and in line with the bid specific requirements which always vary and cannot be compared. Hence request this clause be deleted	Looking at the global supply chain issue, geopolitical situations and fluctuation in dollar rate, OEM prices are also fluctuating hence bidder can not comply this clause. Request DOP to kindly delete this clause. Also refer to letter (Dated: 27-5-2026) from Ministry of Finance (regarding Global supply chain disruption) as attached for reference.	No change

CORRIGENDUM DATED 07-08-2026

RFP No. PLI-56/02/2026-PLI-DOP

Request for Proposal (RFP) for Selection of System Integrator (SI) for Insurance Management Solution (IMS) for Department of Posts (DoP)

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Revised Clause in the RFP
1	68	4.6.8.5 Hardware Specifications, 1. App Server Specifications &/ or other servers	50	Industry Standard Compliance: 7. Triple Data Encryption Standard (3DES)	Triple Data Encryption Standard (3DES) or RSA4096 or AES or Equivalent or better
2	68	4.6.8.5 Hardware Specifications, 1. App Server Specifications	50	Industry Standard Compliance: 1. ACPI 6.0 Compliant 2. PCIe 5.0 Compliant 3. WOL Support 4. SMBIOS 3.0 5. Secure Digital 4.0 6. Advanced Encryption Standard (AES) 7. Triple Data Encryption Standard (3DES) 8. SNMP v3	Triple Data Encryption Standard (3DES) or RSA4096 or AES or Equivalent or better
3	124	5.1.14.5 Limitation of Liability	Point-4	Notwithstanding anything contained in the foregoing, the liability cap of the Parties given under this Clause shall not apply to the Criminal negligence, wilful misconduct, breach of applicable laws and breach of Intellectual Property Rights of a third party.	Notwithstanding anything contained in the foregoing, the liability cap of the Parties given under this Clause shall not apply to the Criminal negligence, wilful misconduct, and breach of Intellectual Property Rights of a third party.
4	69	4.6.8.5 Hardware Specifications, 1. App Server Specifications & / Or other servers	61	Other Certifications Available : UL	Other Certifications Available : UL / BIS / Equivalent.

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Revised Clause in the RFP
5	124	5.1.14.5 Limitation of Liability	Point -3	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.	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 or lost data), even if it has been advised of their possible existence.
6	64	4.6.8.2	S.No 3	Backup servers (1.5pb raw) - Qty 4	Backup servers (1.5pb raw) - Qty 2.
7	73	4.6.8.5 Hardware Specifications, 3. High-Performance AI GPU Server Procurement Specs	a. Hardware Specification	Power Supply : (a) Redundancy: N+N or N+1 redundancy with separate power feeds. (b) Rating: High-density power rating capable of sustaining ~14kW to 15kW continuous load per node. 80 Plus Titanium/Platinum certified. (c) Input: Three-Phase power compatibility.	Point (b) may be read as: Rating: High-density power rating capable of sustaining ~14kW to 15kW (or higher if required by the hardware supplied by the SI), continuous load per node. 80 Plus Titanium/Platinum certified.
8	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications	5	Processor Base Frequency (GHz): 2.7 or higher	Base Frequency can be 2.4Ghz or higher.
9	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications 4.6.8.5 Hardware Specifications, 2. Storage Servers Specifications	6	Processor Boost Frequency (GHz) : 4 or higher	Processor Boost Frequency (GHz) : 3.7 or higher

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Revised Clause in the RFP
10	73-74	4. Networking Specifications	b. Ethernet: i. Spine Switch Specifications ii. Ethernet: 400G Leaf Switch Specifications iii. Ethernet: 100G Leaf Switch Specifications iv. Ethernet: 25G Leaf Switch Specifications	Protocol Support RDMA, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF	RDMA / RoCEv2, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF
11	75	4.6.8.5 Hardware Specifications Network Specifications	Data Centre Router	c. Data Center Router :Networking services - DNS Proxy	The DNS-Proxy functionality can be met from DC Router or Firewall.
12	17	3.4.6		Subcontracting, if any, shall be strictly limited to non-IT infrastructure works only. Under no circumstances shall IT Infrastructure-related activities be subcontracted. The System Integrator shall retain complete ownership and responsibility for all deliverables, including those executed through approved subcontractors.	Sub-contracting is allowed only for network and power cabling.
13	50	4.5.2	Monitoring	APM (Infra & Network Monitoring end to end trace, Alerting Analytics) - To be proposed by Bidder {for Cloud}	To be provided by the existing SI of DoP

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Revised Clause in the RFP
14	66	4.6.8.5 Hardware Specifications, 1. App Server Specifications 4.6.8.5 Hardware Specifications, 2. Storage Servers Specifications	7	Total Cache (L1+L2+L3)(MB) : 640 or higher	Total Cache for 1 CPU may be 320MB or higher.
15	70	4.6.8.5 Hardware Specifications, 2. Storage Servers Specifications	36	Total Number of Ethernet Ports required in Server : 1x 4P 25G adapter with 25G SFP+ transceivers, **2x 2P 400 G** ports with transceivers	Total Number of Ethernet Ports required in Server: 1x 4P 25G adapter with 25G SFP+ transceivers, 2x 2P 400 G ports or 4 x 1P 400G with transceivers.
16	Page 94/221 of corrigendum	4.10 Timelines, Milestone and Payment Schedule	4.10.1 Implementation Payment Note : Point no.5	The commencement point (T) for the AI Data Centre shall be communicated separately to the SI subsequent to the contract signing. Accordingly, the related milestones and payment schedules for the AI Data Centre shall be aligned and adjusted.	In Section 4.10.1 'Implementation Payment': "5. The commencement point (T) for the AI Data Centre shall be communicated separately to the SI subsequent to the contract signing. Accordingly, the related milestones and payment schedules for the AI Data Centre shall be aligned and adjusted." stands deleted Also, Section 4.8 "Contract period" to be read as: The total duration of the contract shall be five (5) years from the date of commencement of services or signing of the Agreement, whichever is later, and the commencement of services shall be within one (1) months from the date of signing of the Agreement. Based on the performance of the System Integrator (SI), project requirements, and at the sole discretion of the Department, the contract may be extended for an additional period of up to three (3) years, in three separate tranches of one (1) year each, on the same terms and conditions -. The decision for such extension shall be subject to satisfactory service delivery, compliance with contractual obligations, and continued requirements of the services. DOP would give the

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Revised Clause in the RFP
					Bidder advance notice of 6 months of its intention to extend the contract.
17	43	4	4.1	Overview	Refer Appendix 1
18	46	4	4.4	Responsibility Matrix	Refer Appendix 2
19	50	4	4.5.2	Indicative Technology Stack	1) APM (Infra & Network Monitoring end to end trace, Alerting Analytics: To be provided by existing SI of DoP 2) SIEM: to be provided by CSP 3) SOAR: to be provided by CSP 4) Backup & Recovery solution: to be provided by CSP
20	51	4	4.5.3	Cloud Service Provider (CSP)	Refer Appendix 3
21	53	4	4.5.3.1	Cloud Specification	1. Operating System (with Version): Ubuntu 24.04 2. PostGreSQL Version: 16.6 3. Clickhouse version: 25.4.2.31
22	55	4	4.6.2	Implementation Services	Refer Appendix 4 for clause 4.6.2.1 "Cloud Management" and 4.6.2.2 "Security Management". Further section 4.6.2.2 Operational Monitoring, SLA Compliance, and Service Governance is added.
23	81	4	4.7.2	SI Deliverables Acceptance Criteria	Refer Appendix 5

S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Revised Clause in the RFP
24	86	4	4.9	Service Level Agreement (SLA)	Refer Appendix 6 for section 4.9.1 Availability SLA and 4.9.2 Performance SLA. No change in other SLA
25	92	4	4.10.1	Implementation Payment	1. M3: Design - NGC Cloud is deleted. Subsequently payment related to this milestone is also adjusted in other milestones. 2. "Cloud implementation including Software Installation & Configuration" changed to "Cloud readiness including Software Installation & Configuration and Submission of 'Deployment Readiness Assessment Report (DRAR)' on cloud readiness" 3. Payment on Deployment of Code to NGC/RailTel Cloud in Production environment changed from "20% of Human Resource - Implementation (Cloud). 10% of Software and Licenses Cost" to "25% of Human Resource - Implementation (Cloud). 15% of Software and Licenses Cost

Appendix to Corrigendum

Appendix 1: Overview

The overall scope of work for the Insurance Management Solution (IMS) project is broadly structured across four key entities, namely (i) PLI Directorate, (ii) Centre for Excellence in Postal Technology (CEPT), (iii) Cloud Service Provider (CSP), and (iv) System Integrator (SI), each having clearly defined and complementary roles to ensure successful implementation and operation & maintenance of the solution. The PLI Directorate, as the user department, shall be responsible for overall governance, contract management, stakeholder coordination, and final acceptance of the solution.

CEPT, being the technical arm of the Department of Posts, shall be responsible for design, development, and code maintenance of the core IMS application, and technical oversight.

The CSP shall provide and manage the underlying cloud infrastructure, including compute, storage, network, security services, backup, and disaster recovery capabilities, ensuring high availability and scalability of the platform.

The SI, selected through this RFP, shall be responsible for supporting the overall ecosystem, including the receiving of certified application from DoP, deployment in the cloud, resource deployment, and coordination across stakeholders, while acting as the primary point of contact for day-to-day operations. Collectively, these entities shall work in close coordination to ensure seamless integration, efficient service delivery, compliance with defined standards, and achievement of project objectives.

The Department of Posts shall procure cloud infrastructure from National Informatics Centre (NIC)/ RailTel Corporation of India Limited (RailTel)through its empanelled cloud service provider (CSP). The CSP shall be responsible for designing the cloud architecture in consultation with CEPT, ensuring adherence to industry best practices such as high availability, scalability, security, and elimination of single points of failure. The CSP shall undertake end-to-end implementation of the cloud solution in accordance with the approved design, including provisioning, configuration, and testing. Subsequently, the SI shall subsequently deploy the application after the approval from the PMC concerned.

CSP shall also provision the Disaster Recovery (DR) environment along with the primary Data Centre (DC). The connectivity between the DC and DR sites shall be arranged by the NIC/RailTel. The production and pre-production environments shall be made available in DC and DR. The same shall be hosted on NIC/RAILTEL-provided cloud infrastructure, whereas all non-production environments shall continue to be hosted at the DoP Mysuru facility.

The Production and Pre-Production environments shall be hosted at the NIC/RailTel Data Centre, ensuring high availability, security, and compliance with Government standards. All other non-production environments, including Development, Testing, Training environments, shall be hosted at the DoP Mysuru Data Centre. The System Integrator (SI) shall ensure secure data replication, synchronization, and environment segregation across these locations, while maintaining consistency, integrity, and adherence to applicable data protection and cybersecurity guidelines.

The SI selected through this RFP shall be responsible for coalescing all the projects being undertaken by the DoP through various service providers and which have dependencies on the development done/ technologies procured through this RFP and shall be responsible for facilitating the rendering of the services under this RFP.

Appendix 2: Responsibility Matrix

Sr. No.	Activity	R: Responsible	A: Accountable	C: Consulted	I: Informed
1	Overall Architecture for IMS Solution	CEPT	PLI Dte	IT Consultants	SI, PMU
2	Design of IMS application and Database	CEPT	CEPT	PLI Dte, IT consultants	SI, CSP
3	Development of Solution	CEPT	CEPT	PLI Dte, IT Consultants	PLI Dte, PMU
4	Onboarding of CSP	PLI Dte	PLI Dte	CEPT, IT Consultants	CEPT, PMU
5	Onboarding of SI	PLI Dte	PLI Dte	CEPT, IT Consultant	CEPT, PMU
6	Supply of software & Hardware	SI*, CSP	PLI Dte	CEPT, CSP, PMU	CEPT, PMU
7	Input for Cloud Design	CEPT	PLI Dte	CEPT, CSP, IT Consultants	PLI Dte
8	Design Cloud Solution for all environment	CSP	PLI Dte	CEPT, SI, IT Consultants,	PLI Dte
9	Approval of Cloud Design	CEPT	PLI Dte	SI, CEPT, IT Consultants	PLI Dte, CEPT,
10	Cloud implementation	CSP	CSP	CEPT, SI, IT Consultants	PLI Dte
11	OS Installation and configuration (including patch management, OS version upgrades, security management, etc.) and Configuration of cloud Servers	CSP	CSP	SI, CEPT	PLI Dte,
12	Cloud Security Management (Including Security Controls, Monitoring, Patching, Vulnerability Management, and Incident Response)	CSP	CSP	SI, CEPT	PLI Dte
13	EMS	SI	SI	CEPT, CSP	PLI Dte
14	UAT of Cloud Environment	CEPT	PLI Dte	IT Consultants	PLI Dte

Sr. No.	Activity	R: Responsible	A: Accountable	C: Consulted	I: Informed
15	Coordination with CSP	SI	PLI Dte	CEPT, IT Consultants	CEPT
16	UAT of PLI Application	PLI Dte	PLI Dte	CEPT, IT Consultants	PMU, SI
17	New VMs creation, FW ports open etc	CSP	CSP	SI, CEPT, IT Consultants	CEPT
18	Issue resolution if any in Application code	CEPT	CEPT	PLI Dte, IT Consultants	PLI Dte
19	Performance/load Testing before production	SI	PLI Dte	CEPT, CSP, IT Consultants	PLI Dte
20	Define SLAs and their Methodology	CEPT & PLI Dte	PLI Dte	CEPT, IT Consultants	PLI Dte
21	SLA Configuration and Monitoring**	SI, CSP	CEPT & PLI Dte	CEPT, IT Consultants	PLI Dte
22	Services Desk Support & Call Centre for PLI Application	CCCC	PMU/CEPT	CEPT, PLI Dte	PLI Dte, SI
23	Troubleshooting of OS, DB etc	CSP	CSP	CEPT, SI	PLI Dte,
24	Troubleshooting of Application	CEPT	CEPT	IT consultants	PLI Dte,
25	Patch Development and Testing (for application) in non-prod	CEPT	CEPT	PLI Dte, IT Consultants	PLI Dte,
26	Patch Deployment for Applications in Production	SI	CEPT	PLI Dte, IT Consultants	PLI Dte
27	Other OEM patch deployment*	SI	CEPT	PLI Dte, IT Consultants, CSP	PLI Dte,
28	Version upgrade of application related things	CEPT	PLI Dte	PLI Dte, IT Consultants, CSP	PLI Dte,
29	Contract Management for CSP, External Integration, Network Bandwidth, Third Party Agencies etc,	PLI Dte	PLI Dte	CEPT, IT Consultants	SI
30	External Integration with application	CEPT	PLI Dte	IT Consultants, SI	PMU

Sr. No.	Activity	R: Responsible	A: Accountable	C: Consulted	I: Informed
31	Migration / solution development	CEPT	CEPT	SI, PLI Dte	PLI Dte, PMU
32	Migration approach and implementation from existing PLI application to new IMS Solution	CEPT and PLI Dte	PLI Dte	Legacy Vendor, SI, IT Consultants	PLI Dte
33	Training to end-users before migration	CEPT	CEPT	PLI Dte	PMU
34	Bandwidth Management	ISP	PLI Dte	CEPT, CSP, IT Consultants	PLI Dte
35	DB management (HA cluster setup, Replication, backup, failover)	SI	SI	CEPT, CSP	CEPT
36	DB parameter fine tuning with server resources and applications requirements	SI	SI	CEPT, CSP	CEPT

*please refer section 4.6.6.1 'Software" of the RFP

** SLA configuration, monitoring, and compliance management for the AI Data Center environment shall be the responsibility of the SI. SLA configuration, monitoring, compliance, and reporting for the cloud infrastructure and associated cloud services shall be the responsibility of the CSP, which shall provide the SI with necessary access to SLA metrics and performance reports for oversight and verification.

Appendix 3: Cloud Service Provider (CSP)

The Cloud Service Provider (CSP) shall be responsible for designing, provisioning and managing Infrastructure as a Service (IaaS) for the IMS ecosystem, including but not limited to provisioning of Virtual Machines (VMs), storage services, network infrastructure, and associated security services. The CSP shall ensure availability, scalability, and performance of the cloud infrastructure in line with defined SLAs. This includes provisioning and management of compute resources, storage allocation and management, network configuration, and implementation of security controls at the infrastructure level.

The CSP shall be responsible for designing, implementing and managing core infrastructure services such as backup and restore, storage replication between Data Centre (DC) and Disaster Recovery (DR) sites, and overall Disaster Recovery (DR) management to ensure business continuity. The CSP shall also ensure high availability architecture and redundancy, eliminating single points of failure within its domain.

The CSP shall work in close coordination with the System Integrator (SI) and CEPT for configuration and deployment of infrastructure and security solutions with the approval of PLI Directorate. While the SI, in consultation with PLI Dte & CEPT, shall define requirements for network, firewall, and security configurations, the CSP shall be responsible for implementing and provisioning such configurations within the cloud environment. NIC/RAILTEL The CSP shall provide the CEPT/SI with appropriate logs, dashboards, reports, and other necessary interfaces to enable effective monitoring and oversight of the cloud environment

The SI shall act as the primary single point of contact (SPOC) for day-to-day operations and coordination with the CSP.

Post implementation, the CSP shall be responsible for the continuous operation, administration, monitoring, maintenance, and management of the cloud infrastructure and all security solutions under its purview, including network security, firewalls, access controls, identity and access management, vulnerability management, patch management, threat detection and response, log management, and security incident handling. The CSP shall ensure timely remediation of vulnerabilities, application of security updates, compliance with applicable security policies and service levels, and maintenance of the overall security posture of the cloud environment.

The CSP shall provide the SI/DoP with appropriate access to logs, dashboards, reports, and monitoring interfaces necessary for effective oversight.

The CSP shall take corrective and preventive actions within its scope and shall promptly notify and coordinate with the SI and/or CEPT for issues falling outside its domain. The CSP shall also support incident response, vulnerability management, and compliance requirements as applicable.

Additionally, the CSP shall ensure adherence to applicable Government security policies, provide audit logs and reports, support periodic security audits, and facilitate capacity scaling, patching, and upgrades at the infrastructure level. The CSP shall also ensure defined uptime, service availability, and performance benchmarks, and shall provide necessary reports and dashboards to support SLA monitoring and governance.

4.6.2.1 Cloud Management

The System Integrator (SI) shall be responsible for monitoring and overseeing the cloud services procured by the Department of Posts. The SI shall monitor the availability, performance, capacity, security posture, and service-level compliance of the cloud infrastructure and associated services, and provide periodic reports, recommendations, and advisory support to the Department. The SI shall review incidents, alerts, vulnerabilities, and change activities undertaken by the Cloud Service Provider (CSP), and coordinate with the CSP for timely resolution of identified issues. The SI shall support audit, compliance, testing, deployment, integration, and transition activities, as required, and provide technical consultation to the Department and CEPT to ensure alignment with operational, security, and business requirements.

The SI shall monitor and report on the CSP's compliance with contractual SLAs, KPIs, and service commitments, including availability, performance, capacity, and incident management, and shall coordinate escalations and corrective actions where required.

4.6.2.2 Operational Monitoring, SLA Compliance, and Service Governance

The SI shall:

a. Monitor the availability, performance, capacity, utilization, and operational health of the cloud infrastructure provisioned by the CSP, and proactively identify potential performance bottlenecks, capacity constraints, and service degradation issues.

b. Monitor the applications hosted on the cloud environment.

c. Track, validate, and report compliance against all agreed SLAs, and service commitments applicable to the CSP, including uptime, incident response and resolution timelines, and backup and recovery objectives.

d. Act as the central coordination agency for operational issues, incidents, and service disruptions by reporting escalations, facilitating resolution among the CSP, CEPT, and other stakeholders, and tracking issues to closure.

e. Conduct periodic service reviews, analyze operational metrics and trends, provide consolidated performance reports, identify risks and improvement opportunities.

4.6.2. Security Management

The SI shall integrate with the existing CCCC located in Bengaluru and shall ensure continuous security monitoring, threat detection, incident response, and compliance with applicable security policies and standards prescribed by the Department of Posts and relevant Government guidelines.

The Cloud Service Provider (CSP) shall provide necessary access and visibility to the security solutions deployed at the cloud infrastructure level. The SI shall coordinate with all responsible stakeholders for timely analysis, escalation, and implementation of appropriate corrective and preventive actions based on identified threats, alerts, or vulnerabilities.

Further, the SI shall act as a coordination bridge between the application development team (CEPT), the CSP, and other stakeholders for addressing network, infrastructure, and security-related requirements. This includes facilitating seamless integration, timely resolution of vulnerabilities, implementation of security controls, and ensuring end-to-end protection of the IMS ecosystem across all environments.

Appendix 5: SI Deliverables Acceptance Criteria

1. **Hardware and Software -** The acceptance of hardware and software including AI Data Centre components supplied by SI under the project shall be carried out through a structured, multi-stage process to ensure compliance with the specifications, quality standards, and performance requirements defined in the RFP and Agreement. The System Integrator (SI) shall be responsible for the supply, installation, configuration, and commissioning of all hardware and software components, and shall notify the Department upon readiness for acceptance.

   Initial acceptance shall be based on delivery verification and installation certification, confirming that all items supplied match the approved Bill of Materials (BoM), technical specifications, and quantities. This shall be followed by configuration validation and functionality checks to ensure that all components operate as intended within the overall IMS ecosystem.

   Subsequently, the SI shall assist validation of deliverable by Third Party Agencies (TPAs) appointed by DoP, as applicable. All identified defects, deviations, or non-compliances shall be rectified by the SI within stipulated timelines prior to final acceptance.

   Final acceptance shall be granted by the PLI Directorate only upon successful completion of all prescribed tests, submission of relevant documentation (including test reports, certifications, licenses, warranty documents, and as-built configurations), and satisfactory demonstration of system performance and stability. The SI shall also ensure that all hardware and software components are covered under warranty and support agreements from the date of final acceptance. Any partial acceptance, if required, shall be governed by mutually agreed terms and shall not absolve the SI of its overall responsibilities.

2. **Cloud readiness:** Prior to production deployment, the SI shall conduct a comprehensive readiness assessment of the cloud environment provisioned by the CSP to verify that all infrastructure, platform, network, security, connectivity, monitoring, logging, backup, and disaster recovery components required for deployment and operations are available, correctly configured, and aligned with the approved architecture and deployment requirements. The SI shall validate environment readiness, identify risks, gaps, dependencies, or configuration deficiencies, and document its findings in a Deployment Readiness Assessment Report (DRAR) for submission to the Department, CEPT, and CSP.

   Where any gaps or deficiencies are identified, the SI shall coordinate with the CSP to implement and validate the necessary corrective actions and ensure closure of all deployment-related dependencies. The SI shall certify the environment as deployment-ready only after successful validation of all critical prerequisites and resolution of identified observations. Production deployment activities shall commence only upon acceptance of the DRAR and approval from the Department and CEPT confirming that the cloud environment is fit for deployment and subsequent operations.

Post submission and approval of the Deployment Readiness Assessment Report by CEPT confirming that all infrastructure, network, security, platform, monitoring, backup, and operational prerequisites have been validated; all critical and high-risk observations have been resolved or formally accepted; all deployment dependencies have been addressed by the CSP; and the SI has certified the environment as deployment-ready, with approval from CEPT and the Department to proceed with production deployment.

3. **Resources Deployment –** The System Integrator (SI) shall deploy resources in accordance with the roles, timelines, and staffing requirements specified in the RFP. The SI shall ensure that all proposed resources strictly meet the minimum qualification, experience, and skill criteria defined in the RFP and are suitable for the assigned roles within the IMS project.

   Prior to deployment, SI shall submit the detailed profiles, resumes, and supporting credentials of the proposed resources to CEPT for review and approval. CEPT shall evaluate the submitted documents to verify compliance with the prescribed criteria and may seek clarifications, conduct interactions/interviews, or request replacement of resources, if required. Only those resources who receive formal approval from CEPT shall be deployed on the project.

   Upon onboarding, the SI shall ensure that each resource formally joins and commences assigned responsibilities as per the project plan. The SI shall obtain a joining/acceptance report duly verified by the designated authority and submit the same to the PLI Directorate for final acceptance and record. Any replacement or rotation of resources during the contract period shall follow the same approval and acceptance process.

   The SI shall also ensure continuity of services by maintaining adequate backup resources and minimizing attrition risks. In case of non-performance or non-compliance with project requirements, CEPT/PLI Directorate reserves the right to request replacement of any deployed resource, and the SI shall provide a suitable replacement within the stipulated timelines without any additional cost.

4. **Deployment of Code in production –** The deployment of application code into the production environment shall be carried out in a controlled and following the successful completion of all development activities and mandatory testing phases, including User Acceptance Testing (UAT), Performance Testing, and Security Testing (including VAPT). Upon successful completion of these activities, CEPT shall hand over the final, approved application docker image to the System Integrator (SI) for production deployment.

   The SI shall be responsible for executing the deployment in accordance with the approved deployment plan, and rollback strategy, while ensuring environment readiness, configuration validation, and minimal disruption to services. The deployment activity shall be closely coordinated and monitored by SI, with clearly defined roles and responsibilities.

In the event of any issues, defects, or instability observed during deployment, the SI, in consultation with CEPT, shall initiate the rollback procedure and reschedule the deployment after necessary corrective and preventive actions are implemented. The SI shall ensure that all identified issues are resolved and validated prior to re-deployment.

Post successful deployment, the application shall undergo a stabilization and observation period of five (5) working days, during which system performance, functionality, and security shall be closely monitored. Any issues identified during this period shall be promptly addressed by the SI in coordination with CEPT.

Upon satisfactory completion of the stabilization period and confirmation of stable operations, CEPT shall recommend acceptance of the solution to the PLI Directorate, and the deployment shall be considered formally accepted only after such approval.

Appendix 6: SI Deliverables Acceptance Criteria

The Cloud Service Provider (CSP) shall be responsible for the availability and operation of the underlying cloud infrastructure in accordance with the CSP's published SLAs. The System Integrator (SI) shall be responsible for the operations, monitoring, and reporting configuration, and maintenance of cloud services deployed on the CSP platform, within the scope defined herein.

The SI's SLA obligations are back-to-back aligned with the CSP's SLA and shall apply only to services under the SI's operational control.

Exclusions: The scope of services and associated Service Level Agreements (SLAs) applicable to the System Integrator (SI) shall expressly exclude responsibility for the Cloud Service Provider's (CSP's) underlying data centre facilities and physical infrastructure, including power, cooling, and building systems. Any failures, outages, or performance issues arising from the CSP's core cloud infrastructure or platform services shall be governed solely by the CSP's published SLAs. Services that are fully managed and supported by the CSP, where operational control remains with the CSP, are also excluded from the SI's SLA obligations. Additionally, the SI shall not be responsible for application-level issues, including defects in application code, business logic, or functional performance of software developed and owned by third-party vendors.

SI shall be responsible for functional performance of the application.

1. The SLAs have been logically segregated in the following categories:

a. Availability Service Level

b. Performance Service Level

c. Miscellaneous SLA

2. The SLAs are applicable to both Cloud based data Centers and AI Data Centers at CEPT Mysuru.

3. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract. Once Cloud landscape is finalized, any additional SLAs though not impacting application functionality but hampering the working of application may also be considered while finalizing the SLA process document. (Example: Knowledge transfer between two resources)

4.9.1 Availability SLA

S. No.	Severity	Parameter	Applicability	Target	Availability	Penalties (to be calculated every quarter for respective cost head)
1	2	Server, Storages, Network and Security solutions	AI Data centre at Mysuru	Minimum 99.5% uptime (24X7)	<99.5% & >=99%	1% of Quarterly Operation & Maintenance charges
					<99% &> = 98%	2% of Quarterly Operation & Maintenance charges
					<98%	(3% + Additional 0.5% for every 1% drop in availability) of Quarterly Operation & Maintenance charges

4.9.2 Performance SLA

S. No.	Severity	Parameter	Applicability	Description	Target	Penalties	Validation Tool/ Method
1	1	CPU Utilization	AI Data Center	CPU utilization levels during business hours should be less than 70%. Each occurrence, where peak CPU utilization stays above 70% for 30 minutes or more, shall be counted as 1 incident.	Maximum 70% utilization on any server	>0 & <=3 instances: 1% of Quarterly Operation & Maintenance charges >3 instances: 2 % Quarterly Operation & Maintenance charges	CCCC
2	1	Memory Utilization	AI Data Center	memory utilization levels during business hours should be less than 70%. Each	Maximum 70% utilization on any server.	>0 & <=3 instances: 1% of Quarterly Operation & Maintenance	CCCC

S. No.	Severity	Parameter	Applicability	Description	Target	Penalties	Validation Tool/ Method
				occurrence, where memory utilization stays above 70% for 30 minutes or more, shall be counted as 1 incident.		charges >3 instances: 2 % Quarterly Operation & Maintenance charges	
3	1	Disk/Utilization	AI Data Center	disk utilization levels during business hours should be less than 70%. Each occurrence, where memory utilization stays above 70% for 30 minutes or more, shall be counted as 1 incident.	Maximum 70% utilization on any server.	>0 & <=3 instances: 1% of Quarterly Operation & Maintenance charges >3 instances: 2 % Quarterly Operation & Maintenance charges	CCCC

Note: These SLA will not be applicable during the batch processes. These batch processes will be scheduled in non-working hours.

Request for Proposal (RFP)

for

Selection of System Integrator (SI) for Insurance Management Solution (IMS) for Department of Posts (DoP)

RFP No. PLI-56/02/2026-PLI-DOP

Department of Posts

Ministry of Communications

Government of India

Contents

Abbreviations

AMC	Annual Maintenance Cost
ATS	Annual Technical Support
CEPT	Centre for Excellence in Postal Technology
CIS	Core Insurance Solution
CTR	Call To Repair
DC	Data Center
DoP	Department of Posts
DR	Data Recovery Center
EMD	Earnest Money Deposit
EOSL	End-of-Support-Life
IPR	Intellectual Property Rights
IT	Information Technology
LD	Liquidated Damages
MSA	Master Services Agreement
NDA	Non-Disclosure Agreement
O&M	Operation and maintenance
OEM	Original Equipment Manufacturer
PLI	Postal Life Insurance
RFP	Request for Proposal
RICT	Rural Information and Communication Technology
SLA	Service Level Agreement
SoP	Standard Operating Procedures

1 Disclaimers

1.1 Regarding Purpose of the RFP Document

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

1.2 Regarding Documents/ guidelines

The RFP Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and DoP.

1.3 Regarding Information Provided

All information contained in this Request for Proposal (RFP), or subsequently made available in connection therewith, is provided on an "as-is" basis and strictly subject to the terms and conditions of this RFP. The Department of Posts (DoP) makes no representation or warranty, express or implied, as to the accuracy, completeness, or reliability of such information and disclaims all liability arising from its use or reliance. Bidders shall conduct their own due diligence, and no claim or entitlement shall arise against DoP in this regard.

1.4 Regarding RFP Document:

The RFP Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. The Bidders should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DoP, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DoP, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

2 Structure of the RFP

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

2.1 Part 1: Instruction to Bidders

Part 1 of the RFP primarily details the bid guidelines such as the terms and conditions, bidder instructions, bid submission guidelines, bid evaluation process, award of contract process, etc., and the related annexures if any.

2.2 Part 2: Scope of Work (Functional, Technical & Operational requirements)

Part 2 of the RFP includes the detailed scope of work, project timeline, payment milestones, acceptance criteria, Human requirements, SLA, Exit management, etc.

2.3 Part 3: Contract

Part 3 of the RFP contains the general terms that will be used for drafting the final contract to be signed with the Successful Bidder for SI for IMS.

The Bidders are expected to examine all instructions, forms, terms, project requirements, and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2.3.1 Review by Department of Legal Affairs (DOLA):

The final Agreement, including the Master Services Agreement (MSA), shall be subject to review by the Department of Legal Affairs (DOLA) prior to its execution. Any observations, modifications, or recommendations made by DOLA during such review shall be binding and shall be duly incorporated by both parties. The Department of Posts (DoP) and the selected bidder shall mutually agree to and accept such recommendations before signing the Agreement.

3 Part 1

3.1 Background

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 **28th, February 2026**, the Department of Posts with **1,64,999** 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 **90.53% (1,49,385)** of Post Offices are in Rural areas and the rest **9.46% (15,614)** 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 **4.52 Lakh** employees of which **2.78 Lakh (as on 31.03.2025)** 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 **6,083** people and the Urban Post Office serves about **32,314** people. On average, each Post Office in India covers about **19.92** Square Kilometres and serves an average of about **8,566** people. (For more details: Annual Report 2023-24 available at India Post website (www.indiapost.gov.in) may be referred).

Over the years, DoP has played a vital role in meeting the country's communication needs and in enhancing the economic and social well-being of its citizens.

As part of its ongoing digital transformation journey, DoP has significantly strengthened its IT infrastructure. To support its growth plans and address evolving business and service delivery needs, DoP now seeks responses to this Request for Proposals ("RFP") from reputed Bidders / System Integrator (SI) for IMS.

3.1.1 Current Statistics & Projected Growth of Postal Life Insurance

1. PLI/RPLI policies in the system (McCamish) as of 1st April 2025

As on	Total number of PLI Policies	Number of PLI Active Policies	Active %
01.04.25	74,54,929	53,49,450	71.76

As on	Total number of RPLI Policies	Number of PLI Active Policies	Active %
01.04.25	2,78,18,886	64,07,439	23.03

In addition, some unaccounted policies could not be migrated to the existing Insurance Solution due to the non-availability of data at that time.

2. Claims (I.e., Death, Maturity, Surrender) Settlements

Year	Number of claims	
	PLI	RPLI
2024-2025	3,08,623	4,18,894
2023-2024	2,98,475	3,94,298
2022-2023	2,97,867	3,93,281
2021-2022	3,03,277	3,79,353

3. Projected Policy Growth (number of policies)

Policy	No. of new policies procured in FY 24-25 (in lakh)	2025-26	2026-27	2027-28	2028-29	2029-30
PLI	8,23,933	10,71,113	13,92,447	18,10,181	23,53,235	30,59,206
RPLI	14,70,032	19,11,042	24,84,354	32,29,660	41,98,558	54,58,126

Projected Policy Growth: The above table shows the estimated year-on-year growth percentage for policies i.e., 30%]

4. The tentative current outlet numbers are as follows:

Outlets	As on 31st March 2024
GPOs, HOs & SOs	25,081
Branch Offices (BOs)	1,39,891

1. Projected User Growth: The projected growth of users depends on their Year-on-Year (YoY) growth percentage

Type of Users	As on 31st March 2025	Y-o-Y %	2025-26	2026-27	2027-28	2028-29	2029-30
Counter Operations	45,651	0	45,651	45,651	45,651	45,651	45,651
Back Office Operational Users	9718	0	9718	9718	9718	9718	9718
Branch Office Users	1,54,394	0	1,54,394	1,54,394	1,54,394	1,54,394	1,54,394
Agents	3,10,152	5%	3,25,660	3,41,943	3,59,040	3,76,992	3,95,841

2. Projection of transactions

Particular	2024-2025	2025-26	2026-27	2027-28	2028-29	2029-30
Online Transactions	84,79,012	1,56,86,172	2,80,78,248	4,32,40,502	5,75,09,868	7,18,87,335
Counter Transactions	5,52,67,751	5,35,98,665	4,87,74,785	4,33,55,906	3,75,20,201	3,33,51,707
Total Transactions	6,37,46,763	6,92,84,837	7,68,53,033	8,65,96,409	9,50,30,069	10,52,39,042

Particular	2024-2025	2025-26	2026-27	2027-28	2028-29	2029-30
Number of customer portal users	10,37,531	17,63,803	29,10,274	36,37,843	46,92,818	57,25,237

3.2 RFP Factsheet

Particulars	Details
Proposal Inviting Authority	Chief General Manager (PLI), Directorate of Postal Life Insurance, 1st Floor, Chanakyapuri Post Office Complex, New Delhi-110021
Name of Project Work	Selection of System Integrator (SI) for IMS
RFP Reference No.	PLI-56/02/2026-PLI-DOP
Place of availability of Documents (RFP)	CPP Portal https://eprocure.gov.in/cppp/ The RFP document is also available for download on the India Post website.
Place of submission of Bids	CPP Portal https://eprocure.gov.in/cppp/
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	13-05-2026
Bid Validity days	180 days
Language	Proposals should be submitted in English only
Cost of RFP Document	Nil
EMD	₹ 14,46,39,000/-
E-mail Address to send Pre-bid Queries	Sh. Amit Kumar Jha, Addl. General Manager projectoffice.pldte@indiapost.gov.in
Nature of Bid Process	Bidding in two stages. Stage I: Technical Bid Stage II: Commercial Bid
Method of Selection	Quality-cum-Cost Based Selection (QCBS)
Last Date and Time for submission of Pre-Bid Queries	19-05-2026 (1700 hours)
Date and Time of Pre-bid Meeting	21-05-2026 (1100 hours)

Particulars	Details
Place of Pre-bid meeting	Directorate of Postal Life Insurance, 1st Floor Chanakyapuri PO Complex, New Delhi-110021
Last Date for Response to Pre-Bid queries	03-06-2026
Start date for submission of Bids	13-05-2026
Last date and time for submission of Bids	19-08-2026 (1700 hours)
Opening of Technical Bids	21-08-2026 (1100 hours)
Opening of Commercial Bids	To be communicated later
Details for Correspondence	Sh. Amit Kumar Jha, Addl. GM (PLI), 1st Floor Chanakyapuri PO Complex New Delhi-110021 Email: projectoffice.plidte@indiapost.gov.in
Consortium	Not Allowed
Sub-Contracting	Sub-contracting is allowed only for network and power cabling.

3.3 Bidding Process

1. DoP follows a 2-stage process for selecting a competent agency for the award of this Project.
2. Before submitting the bid/response to this RFP, the interested Bidder may visit the client's location / Data centre with prior approval from DoP, 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 will clarify queries before all interested enterprises.
3. The Bidders who qualify for the Technical Qualification will proceed with Financial Evaluations. The final evaluation will be made on the Quality-cum-Cost Based Selection (QCBS) method defined in this RFP.
4. The bids (both Technical and Financial) along with all the supporting documents will have to be uploaded in CPP Portal.
5. Bids will have to be submitted online only except the documents like EMD, POA and Integrity Pact which require hard copy submission as mentioned in the RFP.
6. DoP may extend, at its discretion, the "Bid Submission Closing Date". Any such amendment will be communicated online.
7. The bid should accompany the documents mentioned in this RFP.
8. Financial Bids will be opened for the Technically Eligible Bidders only.

3.4 Instruction to Bidder

3.4.1 General instructions

1. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the contract by the DoP based on this RFP document.

2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DoP. Any notification of preferred Bidder status by the DoP shall not give rise to any enforceable rights by the Bidder. The DoP may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DoP.
3. 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. The commercial bids shall be opened only for technically qualified Bidder.
4. The final evaluation will be made on the Quality-cum-Cost Based Selection (QCBS) method defined in this RFP.

3.4.2 Purpose

The purpose of this RFP is to invite the firms shortlisted in EOI number PLI-56/02/2026-PLI-DOP to submit their technical proposals and commercial offers.

1. 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 Part 2 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 12: Non- Disclosure Agreement.

3.4.3 Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be summarily rejected. Bidders must:

1. Include all documentation specified in this document.
2. Comply with all requirements as set out within this document.
3. Follow the format of this RFP document and respond to each element in the order as set out in this document.

3.4.4 Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

As per public procurement guidelines issued by the Department for Promotion of Industry & Internal Trade, Public Procurement (Preference to Make in India) Order, 2017, as amended vide Order No. P-45021/2/2017-PP (BE-II) – Part (4), Vol. II dated 19 July 2024, and subsequent amendments., the Bidder shall be a "Class I/Class II" Local Supplier only. The bidder shall submit a declaration on company letter head as per Annexure for Declaration for Local Content.

The Bidder shall submit a certificate, duly issued by the authorised signatory, certifying the percentage of local content in the offered solution. The certificate shall be furnished in the Annexures given in this RFP document.

3.4.5 Consortium

Consortium is not allowed.

3.4.6 Sub-contracting

Sub-contracting is allowed only for network and power cabling.

3.4.7 RFP Document Fee

Unless otherwise stipulated in factsheet, the RFP Document may be downloaded from CPP Portal and is free of cost.

3.4.8 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.

3.5 Earnest Money Deposit (EMD)

1. EMD as Bid Security: EMD of ₹ 14,46,39,000/- (Rupees Fourteen Crore Forty-Six Lakh Thirty-Nine Thousand Only) must be deposited by the bidder as Earnest Money Deposit (EMD).

2. Modalities of EMD: It shall be in favour of the Account specified below and shall be furnished in one of the following modalities valid for Sixty days (60) beyond the validity of the bid:

a. Insurance Surety Bonds,

b. Account Payee Demand Draft or

c. Fixed Deposit Receipt or

d. Banker's cheque or

e. Bank Guarantee (including e Bank Guarantee) from/ confirmed by any of the scheduled commercial bank, or;

f. Beneficiary account the details of which are mentioned below:

- **Account Number**: 00000030708128979
- **Account Name**: SENIOR POSTMASTER, SAROJINI NAGAR HEAD POST OFFICE
- **IFSC Code**: SBIN0001076
- **Branch Name**: STATE BANK OF INDIA, R. K. PURAM, NEW DELHI

1. EMD in any other form will not be accepted and the bid shall be rejected.

2. 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.

3. 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 below.

4. EMDs of all unsuccessful bidders will be returned without any interest at the earliest after the final bid validity expires, and no later than 30 days following the award of the contract. The EMDs of unsuccessful bidders eliminated at the first stage (technical evaluation) shall be refunded within 30 days from the date of declaration of the first stage results.

5. The EMD of the successful Bidder will be returned, without interest, upon submission of the Performance Security Deposit (of the amount and in the format is specified in Annexures given in this RFP) by the successful Bidder.

6. 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.

7. **Forfeiture of EMD:** EMD shall be forfeited if the bidder breaches any of the following obligation(s) under the RFP:

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:

i Withdraws its participation from the bid during the period of validity of bid; or

ii Fails or refuses to participate in the subsequent bid process after having been shortlisted.

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 Security Deposit per the terms and conditions (including timelines for furnishing PSD) 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.

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.

3.6 Code of Integrity

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

3.6.1 Prohibition

The Bidder shall be prohibited from the following:

1. "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.

2. "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.

3. "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.

4. “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.

5. “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

6. “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.

3.6.2 Obligations for Proactive Disclosures:

1. 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.

2. 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.

3. 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 appropriate format for the Integrity Pact is provided in Annexures given in this RFP.

3.7 Restrictions based on Reciprocity.

If so stipulated in the RFP Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this RFP. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time. Public Procurement (Preference to Make in India) Order 2017 (No. P45021/2/2017-PP (BE-II) dated 16th September 2020) of Department of Industry and Internal Trade (DPIIT). Bidders must apprise themselves of the latest version of this order.

3.8 Pre-Bid Meeting & Clarifications

3.8.1 Pre-Bid Conference

1. A pre-bid conference is stipulated in the Factsheet, prospective bidders interested in participating in this RFP may attend the pre-bid conference to clarify the conditions of the RFP.

2. Participation is not mandatory: However, if a bidder chooses not to (or fails to) participate in the pre-bid conference or does not submit a written query, it shall be assumed that they have no queries regarding the RFP conditions

3. Delegates participating in the pre-bid conference must carry a valid a photo identity and an identity card issued by the bidder organization. The pre-Bid conference may also be held online at the discretion of DoP. Any person joining the pre-bid meeting through online mode must join through a valid email address provided by bidder's organization and it should be intimated to DoP in advance.

4. Prospective Bidder requiring any clarification on the RFP may submit its queries to DoP through email at projectoffice.plidte@indiapost.gov.in. Queries must be submitted in appropriate template in Annexures of this RFP. The subject line of the email should be "Pre-bid queries against <RFP Number> for <Name of the Bidder>".

5. The queries should be submitted in an Excel file with one row containing exactly one query / suggestion complete in all respects, to the e-mail address provided. Bidders are requested to ensure that no sensitive information is transmitted to DoP through the pre-bid queries and that DoP may publish any or all of the queries received, in whichever format they may be.

6. DoP shall not respond to any queries not adhering to the format mentioned in RFP for the Selection of Bidder for IMS.

7. All queries on the RFP should be received on or before the Last Date and Time for submission of pre-bid queries as prescribed by the Department in Fact Sheet.

8. The DoP shall prepare a response to queries of the Pre-Bid Meeting and circulate to the Bidders and upload the same on the websites/portal listed under Fact Sheet.

3.8.2 Responses to pre-bid queries and corrigendum

1. DoP will endeavour to provide timely response to all queries in a consolidated manner. However, DoP makes no representation or warranty as to the completeness or accuracy of any response made in good faith.

2. At any time prior to the last date for receipt of Responses, DoP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing a corrigendum.

3. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the CPP Portal.

4. Any such corrigendum shall be deemed to be incorporated into this RFP.

5. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparation of their responses, DoP may, at its discretion, extend the last date for the receipt of RFP Responses.

3.8.3 Corrigenda/ Addenda to RFP Document

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

To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bid/proposal, DoP may suitably extend the deadline for the Proposal/Bid submission, as necessary. After DoP makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

DoP may extend the deadline for the RFP submission by issuing an amendment. In this case, all rights and obligations of the DoP and the bidders previously subject to the original deadline shall then be subject to the new deadline for the RFP submission.

3.9 Complaints

The Bidders have the right to file complaints and reconsideration against any unlawful procedure or decision related to the RFP. The complaints can be addressed to CGM PLI at cgm_pli@indiapost.gov.in.

3.10 Submission of Bids

3.10.1 Format of Submission

The Complete bidding process will be online (e-tendering) and entire proposal shall be strictly as per the formats specified in this RFP and any deviation may result in the rejection of the Bidder's RFP proposal.

The bids shall be submitted in two parts enclosed in two separate documents:

1. Technical bid shall comprise Technical Proposal documents.

2. Financial bid shall comprise Commercial Proposal documents.

3. Bidding documents can be seen, downloaded and submitted in electronic format on the CPP Portal. The documents should be prepared well in advance and submitted online well before the closing date and time. The deadline for submission of the bid is specified in the Fact sheet of this document.

4. The Bidders are required to submit an Integrity Pact, EMD and Power of Attorney (the only set of documents required to be submitted in original) before the last date and time of submission of bids. The scanned copy of the same should be submitted along with the online proposal.

5. In the case of downloaded documents, Bidders must not make any changes to the contents of the documents while uploading, except for filling in the required information. Otherwise, the RFP shall be rejected as nonresponsive. Uploaded PDF documents should not be password protected. Bidders should ensure the clarity/ legibility of the scanned documents uploaded by them.

6. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (frozen) within the submission timelines. DoP will in no case be responsible if the bid is not submitted online within the specified timelines.

7. All the pages of the Bid document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.

8. Technical bids will be opened online on the CPP Portal. The Details about time, date and place are mentioned in the Fact Sheet of this document.

9. 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.

10. DoP may ask the Bidders to submit original documents, for the submitted scanned copies for verification.

11. The time and date of opening of Commercial bids will be informed to all technically qualified Bidders.

12. Bidders should follow all the rules and regulations laid down by the said portal while preparing and submitting their bids. In case of any issues and clarifications, the Bidders should get in touch with the said portal Helpdesk for necessary support.

3.11 Authorized Signatory

A Proposal should be accompanied by an appropriate board resolution and power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the CPP Portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

It is further clarified that the individual signing the RFP or other documents in connection with the RFP must certify whether he/she signs as the Constituted attorney of the firm, or a company

The authorization shall be indicated by specific written Power-of-Attorney accompanying the bid.

Any change in Authorized Signatory or their duly Authorized Representative shall be intimated to DoP in advance.

3.12 Document Comprising the bids

All the required formats and templates for submission of the proposal are provided in Annexures of this RFP. Bidders are advised to carefully review and use these prescribed formats while preparing their responses. Any deviation from the specified templates or incomplete submission may lead to rejection or disqualification of the bid. Bidders shall ensure that all required information, certifications and declarations are duly filled and submitted as per Annexures given in this RFP.

3.13 Language of Bid & Contract

The response prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the DoP, shall be written and submitted in English language only.

3.14 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 appropriate format present in Annexures given in this RFP.

3.15 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 to Addl. General Manager, Directorate of Postal Life Insurance (before the last date and time of the bid submission). A scanned copy of the same should also be submitted online as part of the response to the bid on CPPP portal. Bid submitted by any other means including, email, hardcopy, Fax etc. shall be rejected.

3.16 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.

3.17 Fraudulent and Corrupt Practices

1. Bidders shall observe the highest standard of ethics during the execution of this RFP and subsequent contract(s).

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 RFP issued by DoP during a period of 3 years from the date such Bidder is blacklisted.

3.18 Period of Validity of Bids

1. Responses shall remain valid for period mentioned in Fact Sheet after the date of opening of bid. If a bidder submits a bid with shorter bid validity than specified in RFP, the bid shall be summarily rejected by the DoP as non-responsive.

2. In the event that the bid validity date falls on a holiday or is subsequently declared a closed day for DoP, the validity of the RFP shall automatically be extended to the next working day without any further notice.

3. In exceptional circumstances, the DoP may request the Bidder for an extension of the period of validity over and above as mentioned in the fact sheet for a further period up to a maximum of 180 days. The request and the responses thereto shall be made in writing (or through e-mail).

3.19 Right to the content of the Bids/ Proposal

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.

3.20 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.

3.21 Right to accept/ reject any of all bids

DoP reserves the right to accept any or all responses, and to cancel the RFP process or reject all responses at any time during the RFP process or prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for DoP's action.

DoP reserves the right to accept or reject RFP proposals with minor deviations. Any bid submitted with material deviations, exclusions and assumptions shall be rejected. The bidder shall submit the appropriate template as per Annexures given in this RFP.

3.21.1 General Rejection Criteria

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

1. Eligibility Criteria containing commercial details.

2. Responses received through E-Mail, post, etc. except, wherever required, shall not be considered for evaluation.

3. Bids submitted without EMD or valid Exemption Certificate.

4. Responses which do not confirm unconditional validity of the bid as prescribed in the RFP.

5. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the RFP Process.

6. Information not furnished in the formats as per Forms in RFP and documents as per the forms present in Annexures given in this RFP.

7. Any effort on the part of a Bidder to influence the DoP's bid evaluation, bid comparison or Contract award decisions.

8. Responses in consortium.

9. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of its RFP Proposal.

10. Bids received by the DoP, after the last date and time prescribed for receipt of bids.

11. Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

3.21.2 Technical Rejection Criteria

1. Revelation of Prices in any form or by any reason before opening the Commercial Bid

2. 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

3. 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.

4. Bidders not complying with the Technical and General terms and conditions as stated in the RFP documents

5. The Bidder not confirming unconditional acceptance of full responsibility of providing services per the Scope of work and Service Levels of this RFP

6. If the bid does not confirm the timelines indicated in the bid

7. If the bid does not include the complete scope as detailed in the RFP

8. Bidders not complying with the Eligibility Condition

3.21.3 Commercial Rejection Criteria

1. Incomplete Commercial Bid

2. Commercial Bids that do not conform to the RFP's Commercial Bid format

3.22 Bid Opening and Evaluation 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.

3.22.1 Evaluation Process

1. DoP will constitute a Consultancy Evaluation Committee (CEC) to evaluate the responses of the Bidders in response to this RFP document.

2. The CEC shall evaluate the responses to the RFP and all supporting documents & documentary evidence. The inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the Bidder's RFP proposal.

3. Each of the responses shall be evaluated to validate compliance of the Bidders according to the eligibility criteria, forms and the supporting documents specified in this RFP document.

4. The decision of the DoP in the evaluation of responses to the RFP shall be final. No correspondence, from the bidders unless sought by the CEC, will be entertained outside the evaluation process conducted by the CEC. Unsuccessful Bidders may seek de-briefing regarding the rejection of

their bid, in writing or electronically, within three (3) days of the declaration of techno-commercial or financial evaluation results.

5. The CEC may ask for meetings with the Bidders to evaluate their suitability for the assignment and CEC may also seek information/clarification from the bidders.

6. The CEC reserves the right to reject any or all proposals.

7. During Bid evaluation at any stage, if required, DoP may seek additional document(s)/ clarification(s) from the bidder. The bidder shall be required to provide written clarification on the queries within the stipulated timeframe failing which, DoP shall have the right to disregard the clarification and proceed with the evaluation as per the RFP terms and conditions.

3.22.2 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).

3.22.3 Evaluation of Technical Bids

Bidder shall submit the technical proposal in the prescribed form as present in Annexures given in this RFP. The evaluation of the Technical Proposals will be carried out in the following manner:

1. CEC 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.

2. 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.

3. Upon receipt of bid applications on the issued RFP, the same shall be scrutinized and evaluated by the DoP and the DoP will shortlist/select bidders as per the RFP evaluation criteria and the same shall be communicated to the bidders. DoP also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

4. At any time during the Bid evaluation process, DoP may seek written clarifications, including additional information / supporting documents from the Bidder. The Bidder shall respond/furnish the requested information/clarification/documents within a period as decided by DOP upon receipt of such requests. The Committee may also seek inputs from their professional and technical experts in the evaluation process.

5. The Commercial Proposals of Bidders who do not qualify for technical bids shall be kept unopened.

3.22.3.1 Technical Evaluation Criteria

Sr. No.	Criteria	Evaluation Parameters	Maximum Marks	Documents Required
TQ1	**Professional Strength (5 Marks)**			
TR1.1	The Bidder must have an active SEI CMMI Level 3 or its higher version certification as on date of submission of Bid.	○ SEI CMMI Level 3: 3 Marks ○ SEI CMMI Level 4 : 4 marks ○ SEI CMMI Level 5: 5 marks	5	Valid CMMi Certificate
TQ2	**Relevant Experience (55 Marks)**			
TQ2.1	IT implementation experience: System Integrator or Implementation experience Eligible Experience: Project(s) completed / implemented / under implementation in last five years.	a. Completed Projects Projects of cumulative order Value: ○ >25 crores and <= 50 Crores: 10 marks ○ >50 crores and <=75 Crores: 15 Marks ○ >75 Crores: 20 marks b. Under implementation	20	1. Copy of work order / copy of agreement / certificate from authorised signatory of the bidder. and 2. <u>For completed projects</u>: Completion Certificate from Client

Sr. No.	Criteria	Evaluation Parameters	Maximum Marks	Documents Required
		Project of cumulative order value (Project duration should be minimum 1 year) ○ >45 crores and <=75 Crores: 5 marks ○ >75 crores and <=100 Crores 10 marks ○ >100 Crores: 15 marks The bidder may submit experience credentials for a maximum of Ten (10) projects in total, comprising both completed projects and projects under implementation, such that the combined count does not exceed Ten (10). The evaluation and scoring of each project shall be carried out in accordance with the marks allocated to the respective category (i.e., completed or under implementation) under which the project is submitted.		Or <u>For projects under Implementation</u>: satisfactory services letter(s) from authorised signatory from the client for which it is implementing the project.
TQ2.2	IT Operations and Maintenance Experience: Eligible Experience: a. Project(s) completed in last three years Or b. Active Project(s) in O&M phase for the last 2 years or more Note: the minimum duration of the cited experience should be 2 years.	○ 1 project: 10 marks ○ 2 projects: 15 marks ○ 3 projects: 20 marks Note: each project should be of at-least INR 10 crores	20	1. The bidder must provide a copy of the Work Order/Agreement/ Certification from Authorised Signatory of the bidder and 2. Client-issued O&M Completion Certificate for projects completed within the last five (5) years, with a minimum O&M

Sr. No.	Criteria	Evaluation Parameters	Maximum Marks	Documents Required
				duration of two (2) years; **or** Client-issued O&M Certificate for projects that have been operational and ongoing for at least the past two (2) years.
TQ2.3	Data Centre IT Infrastructure Implementation Eligible Experience: Project(s) completed / implemented Note: the minimum order value of the cited experience should be INR 50 crores.	○ 1 project: 5 marks ○ 2 projects: 10 marks ○ 3 projects and above: 15 marks	15	1. Copy of work order / copy of agreement / Certificate from Authorised Signatory of the bidder and 2. Completion Certificate from Client Note: in case of active projects shown as experience, the data centre implementation should have been completed as on the date of publication of the RFP.
TQ3	**Key Professionals Experience (20 Marks)**			
TQ3.1	Project Manager (Onsite) - Key Personnel (The Project Manager is in addition to the Resource requirement list in the "Resource	Certification ○ PMP® (PMI) / PRINCE 2: 1 mark ○ BE / B. Tech: 1 mark ○ Relevant experience# > 5 years: 1 mark	4	CV of the Resources

Sr. No.	Criteria	Evaluation Parameters	Maximum Marks	Documents Required
	Deployment" in the RFP)	○ 1 Certificate (any relevant IT - internationally recognised certifying body or OEM (such as ITIL, ISACA, (ISC)², Microsoft, AWS, Cisco, etc.): 1 mark		
TQ3.2	Data Centre Specialist (Onsite) - Key Personnel (The Data Centre Specialist is in addition to the Resource requirement list in the "Resource Deployment" in the RFP	○ BE / B. Tech: 1 mark ○ Relevant experience# > 5 years: 1 mark ○ 2 Certificate (any relevant IT - internationally recognised certifying body or OEM / Operating System (such as Microsoft, AWS, Cisco, IBM, HP, DELL, etc.): 1 mark per certificate	4	CV of the Resources
TQ3.3	Solution Architect - Key Personnel	○ BE / B. Tech: 1 mark ○ Relevant experience# > 5 years: 1 mark ○ 2 Certificate (any relevant IT - internationally recognised certifying body such as TOGAF, COBIT Certification): 1 mark per certificate	4	
TQ3.4	Security Specialist (Onsite) – Key Personnel (The Security Specialist is in addition to the Resource requirement list in the "Resource	○ BE / B. Tech: 1 mark ○ Relevant experience# > 5 years: 1 mark ○ 2 Certificate (any relevant IT - internationally recognised certifying body or OEM (such	4	CV of the Resources

Sr. No.	Criteria	Evaluation Parameters	Maximum Marks	Documents Required
	Deployment" in the RFP	as CISSP ((ISC)²), CISM/CISA (ISACA), ISO/IEC 27001, etc.): 1 mark per certificate		
TQ3.5	IT Service Manager – Key Personnel	○ BE / B. Tech: 1 mark ○ Relevant experience# > 5 years: 1 mark ○ ITIL or Equivalent certificate: 2 marks	4	CV of the Resources
TQ4	**Product Fitment and Approach & Methodology (20 Marks)**			
TQ4.1	Approach Methodology, Solution Design, Product Fitment. (Bidder will also be called to give a presentation, on the proposed solution design to Evaluation Committee)	Understanding of Scope of Work and Proposed solution	5	Based on presentation before the committee.
		Approach, Methodology, and Project Implementation Plan	5	Based on presentation before the committee.
		Operation and Maintenance Plan	5	Based on presentation before the committee.
		Plan for setup of AI Data Centre	5	Based on presentation before the committee.
Total Technical Evaluation Marks			**100**	

#Relevant to respective experience specifically in that role/domain

Note:

a. Certifications obtained through self-paced or non-proctored online learning platforms shall not be considered.

b. The cut-off date for evaluating all experience submitted by the bidder shall be the date of bid submission. For example, where experience of projects implemented in the last five years is required, the five-year period shall be calculated backward from the bid submission date.

c. The presentation on technical proposal shall only cover contents of the technical proposal submitted by the bidder

d. The CVs submitted by the bidder should be duly signed by the respective resource proposed by the bidder.

3.22.3.2 Technical Presentation and Evaluation

1. On the prescribed date and time, the pre-qualified bidders shall be required to make a technical presentation, which shall form an integral part of the technical evaluation process. The presentation

shall be assessed and scored by the Evaluation Committee based on the bidder's coverage, clarity, feasibility, and relevance of the proposed approach. The presentation shall, at a minimum, cover the following evaluation parameters:

a. Understanding of Scope of Work – clarity of understanding of project objectives, deliverables, and responsibilities
b. Approach and Methodology – proposed project implementation approach, project management framework, risk management, and governance model
c. Project Documentation – proposed documentation standards, deliverables, and mechanisms for document control and periodic updates
d. Adherence to Timelines and Schedules – project plan, milestones, dependency management, and measures to ensure timely delivery
e. Proposed Plan for Setup of AI Data Centre at CEPT, Mysore – technical approach, sequencing of activities, readiness considerations, and scalability
f. Relevant Experience and Case Studies – presentation of past project(s) executed by the bidder with a similar or equivalent scope, highlighting challenges, execution strategy, and outcome.

2. The presentations shall be made before a committee constituted by the PLI Directorate. The committee shall evaluate and score the presentations in accordance with the approved evaluation criteria and marking scheme. The scores awarded by the committee shall be final, binding, and not subject to further negotiation or representation.

3. The Bidder needs to score a minimum of 70 marks out of 100 in order to qualify the technical evaluation criteria.

DoP reserves the right to accept or reject any or all bids without giving any reasons thereof. During evaluation of the proposals, DoP may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by DoP. Respondents are not permitted to modify, substitute or withdraw proposals after its submission.

3.22.4 Evaluation of Financial Bids

3.22.4.1 Financial Bid Evaluation

1. The Financial Bids of only those bidders who have been declared technically qualified (i.e., bidders securing 70% or more marks in the Technical Evaluation) shall be opened on the prescribed date and time, in the presence of authorized representatives of the participating bidders.

2. Only fixed-price financial bids indicating the total price covering all deliverables and services as specified in this RFP shall be considered for evaluation. No variable or conditional pricing shall be allowed.

3. All prices, including those related to taxes and duties, shall be quoted exclusively in Indian Rupees (INR). Percentage-based values or quotations in any other currency shall not be accepted.

4. The bid price shall be quoted exclusive of all applicable taxes, duties, and levies, strictly in accordance with the prescribed commercial bid format.

5. Errors and Rectification: Arithmetical errors shall be corrected as follows:
   a. In case of any discrepancy between the unit price and the total price calculated by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected accordingly.
   b. In case of any discrepancy between amounts expressed in figures and words, the amount stated in words shall prevail.
   c. However, for the purpose of evaluation, in both scenarios, the lower of the two values shall be considered as the final bid amount.

6. Conditional financial bids or bids containing deviations from the prescribed commercial terms shall be summarily rejected.

7. Bidders shall ensure that no field is left blank in the commercial bid. Any item left unquoted shall be deemed to be included in the quoted price at no additional cost, and no financial claim shall be admissible for such items.

8. A detailed breakup of all applicable taxes, duties, and levies payable during the contract period shall be mandatorily provided in the commercial bid.

9. The PLI Directorate reserves the right to seek documentary proof of payment or statutory compliance for any taxes, duties, or levies quoted by the bidder.

10. The bidder shall factor in all out-of-pocket expenses, including but not limited to boarding, lodging, travel, and other incidental costs, while submitting the financial bid. No additional reimbursement shall be entertained on this account.

3.22.4.2 **Techno-Commercial Evaluation Methodology (QCBS)**

The tender shall be evaluated under the Quality and Cost Based Selection (QCBS) methodology, wherein the evaluation shall be carried out based on Technical and Commercial bids with assigned weightages of 70% and 30% respectively.

The bidder achieving the highest Total Combined Score (CS), derived by applying the prescribed weightages to the Technical and Commercial evaluation scores, shall be declared the H1 (Highest-Ranked) Bidder.

The Technical Bid shall be evaluated first, and marks shall be awarded against the defined technical evaluation parameters. The technical score obtained by each bidder shall be normalized and weighted at 70% of the total evaluation score.

Subsequently, the Commercial Bids of only those bidders who qualify technically shall be opened. The commercial scores shall be calculated based on the quoted prices using the prescribed evaluation formula and weighted at 30% of the total evaluation score.

The Total Combined Score (CS) for each bidder shall be computed by combining the weighted Technical Score and the weighted Commercial Score, as per the evaluation formula specified below. The bidder securing the highest combined score shall be considered for award of the contract.

$$\textbf{Combined Score of the bidder} = \frac{70 \times (\text{Technical Score of the bidder})}{\text{Highest Technical Score}} + \frac{30 \times (\text{Lowest Commercial Bid})}{\text{Commercial bid of the bidder}}$$

The bidder securing the highest Total Combined Score in the techno-commercial evaluation (comprising both Technical and Commercial scores, as per the prescribed weightages) shall be ranked H-1, followed by bidders securing progressively lower combined scores as H-2, H-3, and so on. The bidder ranked H-1 shall be recommended for award of the contract, subject to fulfilment of all other terms and conditions of the RFP.

In the event that more than one bidder obtain the same Weighted Combined Score, the bidder with the higher combined score up to two (2) decimal places shall be ranked H-1. If the tie persists even after rounding off to two decimal places, the bidder with the higher Technical Score shall be accorded the higher rank and declared H-1.

3.23 Cartel Formation/ Pool Rates

1. Where two or more bidders quote the same final evaluated price, DoP reserves the right to finalise the bidder based on criteria such as past performance, financial capability, proximity to project locations, production capacities, and any additional value-added features or benefits offered, in accordance with applicable government rules on procurement and reverse auctions.

   a If DoP decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to its sole discretion to consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document.

   b In addition to such remedies, DoP also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to DoP under the contract and Law.

3.24 Reasonableness of Rates Received

DoP may evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action, reject any or all Bids; abandon/ cancel the RFP process and issue another RFP for the identical or similar Goods.

3.25 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. DoP shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the RFP Document. If, after evaluating the price analyses, DoP determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, DoP shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

3.26 Award of Contract

3.26.1 Letter of Award (Acceptance LoA) and Signing of Contract

3.26.1.1 Selection of Successful Bidder(s)

The Department of Posts (DoP) shall award the contract to the bidder ranked H-1 in accordance with the Techno-Commercial Evaluation (QCBS) methodology prescribed in this RFP.

3.26.1.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), DoP may, at its discretion, ask Bidder to submit online for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the RFP Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

3.26.1.3 Letter of Award (LoA)

1. The Bidder, whose bid has been accepted and documents verified (at the discretion of DoP), shall be notified of the award by DoP before the expiration of the Bid-Validity period by written or electronic means. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject to the furnishing of performance security as per the provisions of the sub-clause below. DoP, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

2. It shall be mandatory for the successful bidder to be registered on CPP Portal (If applicable) and obtain a unique CPP Portal (If applicable) Seller ID before the placement of LoA or the contract. This ID shall be incorporated in the contract.

3.26.1.4 Signing of Contract

1. Upon receiving performance security, DoP shall send the contract to the bidder by registered/ speed post or by suitable digital means to the successful Bidder.

2. Successful Bidder shall should acknowledge and unconditionally accept , sign and return the contract within the period of 14 days from the date of issue of the contract or such extended time as approved 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.

3. The contract shall be taken to be legally effective from the date of its signing. The successful bidder may point out to DoP, in writing/ electronically, any anomalies noticed in the contract within two working days of its receipt.

4. Effective Date of Contract: The effective date of the contract shall be the date on which it has been signed by DoP or the effective date mentioned in the contract, whichever is later.

3.26.2 Performance Security Deposit

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/PSD) as per the formats provided at Annexures given in this RFP.
2. Performance Security may be furnished in either of the following forms:

    a Bank Guarantee (physical or e-Bank Guarantee) from a Commercial Bank

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

i **Account Number**: 00000030708128979

ii **Account Name**: SENIOR POSTMASTER, SAROJINI NAGAR HEAD POST OFFICE

iii **IFSC Code**: SBIN0001076

iv **Branch Name**: STATE BANK OF INDIA, R. K. PURAM, NEW DELHI.

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

v **Account Number**: 00000030708128979

vi **Account Name**: SENIOR POSTMASTER, SAROJINI NAGAR HEAD POST OFFICE

vii **IFSC Code**: SBIN0001076

viii **Branch Name**: STATE BANK OF INDIA, R. K. PURAM, NEW DELHI.

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

The FDR should be made in the name of and pledged in the name of the Department of Posts (SENIOR POSTMASTER, SAROJINI NAGAR 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, along with the lien/pledge marking letter from the Bank to the Purchaser within 14 days of the award of the contract

3. This Performance security will be an amount equivalent to 3% of the contract value (including taxes). All charges whatsoever such as premium, commission, etc. concerning the security shall be borne by the Bidder. This Performance security 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 AMC/ATS obligations. In the event of an extension of the contract period, the Performance Security shall be equivalent to 3% of the value quoted by the bidder for the corresponding year of the extended period, as specified in the financial bid.

4. The Performance security 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 Bidder being unable to service the contract for whatever reason, DoP would invoke the Performance security. Notwithstanding and without prejudice to any rights whatsoever of the department under the Contract in the matter, the proceeds of the Performance security shall be payable to the department as compensation for any loss resulting from the Bidder failure to complete its obligations under the Contract. The department shall notify the Bidder in writing of the exercise of its

right to receive such compensation within 15 calendar days, indicating the contractual obligation(s) for which the Bidder is in default.

6. The Performance security 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.

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

Failure of the H1 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 such a scenario a proposed work shall be retendered.

3.28 Confidentiality by DoP

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

1. Necessary in the process of assessing RFPs, 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

   a. Under compulsion of law or it is already public knowledge, or

2. With the written consent of the Bidder

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

4 Part 2: Scope of work

4.1 Overview

The overall scope of work for the Insurance Management Solution (IMS) project is broadly structured across four key entities, namely (i) PLI Directorate, (ii) Centre for Excellence in Postal Technology (CEPT), (iii) Cloud Service Provider (CSP), and (iv) System Integrator (SI), each having clearly defined and complementary roles to ensure successful implementation and operation & maintenance of the solution. The PLI Directorate, as the user department, shall be responsible for overall governance, contract management, stakeholder coordination, and final acceptance of the solution.

CEPT, being the technical arm of the Department of Posts, shall be responsible for design, development, and code maintenance of the core IMS application, and technical oversight.

The CSP shall provide and manage the underlying cloud infrastructure, including compute, storage, network, security services, backup, and disaster recovery capabilities, ensuring high availability and scalability of the platform.

The SI, selected through this RFP, shall be responsible for supporting the overall ecosystem, including the receiving of certified application from DoP, deployment in the cloud, resource deployment, and coordination across stakeholders, while acting as the primary point of contact for day-to-day operations. Collectively, these entities shall work in close coordination to ensure seamless integration, efficient service delivery, compliance with defined standards, and achievement of project objectives.

The Department of Posts shall procure cloud infrastructure from National Informatics Centre (NIC)/ RailTel Corporation of India Limited (RailTel)through its empanelled cloud service provider (CSP). The CSP shall be responsible for designing the cloud architecture in consultation with CEPT, ensuring adherence to industry best practices such as high availability, scalability, security, and elimination of single points of failure. The CSP shall undertake end-to-end implementation of the cloud solution in accordance with the approved design, including provisioning, configuration, and testing. Subsequently, the SI shall subsequently deploy the application after the approval from the PMC concerned.

CSP shall also provision the Disaster Recovery (DR) environment along with the primary Data Centre (DC). The connectivity between the DC and DR sites shall be arranged by the NIC/RailTel. The production and pre-production environments shall be made available in DC and DR. The same shall be hosted on NIC/RAILTEL-provided cloud infrastructure, whereas all non-production environments shall continue to be hosted at the DoP Mysuru facility.

The Production and Pre-Production environments shall be hosted at the NIC/RailTel Data Centre, ensuring high availability, security, and compliance with Government standards. All other non-production environments, including Development, Testing, Training environments, shall be hosted at the DoP Mysuru Data Centre. The System Integrator (SI) shall ensure secure data replication, synchronization, and environment segregation across these locations, while maintaining consistency, integrity, and adherence to applicable data protection and cybersecurity guidelines.

The SI selected through this RFP shall be responsible for coalescing all the projects being undertaken by the DoP through various service providers and which have dependencies on the development done/ technologies procured through this RFP and shall be responsible for facilitating the rendering of the services under this RFP.

4.2 Governance Structure

4.2.1 Project Steering Committee (PSC)

The PSC is the principal governance body responsible for providing strategic oversight and control of the IMS project. It ensures that the project aligns with DoP's IT 2.0 framework and organizational objectives, maintaining uniformity and guiding key decisions throughout the project lifecycle.

4.2.2 Project Monitoring Committee (PMC)

The PMC continues to monitor the IMS project's progress in accordance with established technology guidelines. The PMC plays a vital role in overseeing project activities, managing risks, and ensuring adherence to timelines and quality standards. SI shall undertake any project related activities with due approval of the PMC. Accordingly the PMC will certify the project deliverables.

4.2.3 Project Monitoring Group (PMG)

Chaired by the Director General Postal Service (DGPS), the PMG supervises the in-house development and deployment of the IMS. The PMG coordinates among stakeholders, tracks project milestones, and facilitates regular reviews to resolve issues and maintain steady progress.

4.2.4 Technical Advisory Group (TAG)

The TAG comprises external experts from premier institutions who provide specialized technical guidance and oversight. TAG supports the project by advising on technology choices and innovations, ensuring the IMS solution is robust, scalable, and aligned with best practices.

4.2.5 PLI Directorate

The PLI Directorate acts as the functional lead and owner of the IMS project. It manages business requirements, stakeholder engagement, and financial oversight, ensuring that the IMS meets operational needs and regulatory compliance. The PLI Directorate also coordinates with various partners and agencies to drive successful project execution.

4.2.6 Centre for Excellence in Postal Technology (CEPT):

CEPT serves as the technical arm of the department responsible for the design, development, internal integration and maintenance of the IMS code & version management.

4.3 Overview of IMS Solution

The DoP has been utilizing a Commercial Off-The-Shelf (COTS)–based insurance management solution to support its insurance operations. With the evolving business requirements, need for greater functional flexibility, enhanced integration, and improved control over data and processes, DoP is now in the process of developing an in-house Insurance Management Solution (IMS).

The IMS is envisaged as a robust, scalable, and secure platform designed to cater to the end-to-end lifecycle of insurance operations, while enabling customization, seamless integration with existing DoP systems, regulatory compliance, and long-term technology sustainability.

4.4 Responsibility Matrix

The Insurance Management Solution (IMS) project involves multiple stakeholders with distinct roles and responsibilities; therefore, it is essential to clearly define and delineate the responsibilities of each entity to ensure effective governance, coordination, and accountability. The key stakeholders in the IMS project are as follows:

1. **PLI Directorate (PLI Dte):** The PLI Directorate, headed by the Chief General Manager (PLI), is the principal user department within the Department of Posts and shall act as the nodal authority for the project. The PLI Dte shall be responsible for overall project oversight, policy direction, and contract management, including monitoring of deliverables, define and enforcement of Service Level Agreements (SLAs), and coordination with all stakeholders.
2. **Centre for Excellence in Postal Technology (CEPT):** CEPT, headed by the General Manager (CEPT), functions as the technical arm of the Department of Posts. CEPT shall be responsible for the design, development, enhancements and of the Insurance Management Solution (IMS) application. CEPT shall also advice the PLI Directorate on technical matters pertaining to the IMS solution and work closely with the System Integrator for operational continuity.
3. **Cloud Service Provider:** The Cloud Service Provider (CSP) shall be responsible for deigning, provisioning and managing the underlying cloud infrastructure, including compute, storage, networking, security services, backup, and disaster recovery, while ensuring high availability, scalability, and reliability of the platform.
4. **System Integrator (SI):** The System Integrator shall be selected through this RFP process to execute the scope of work defined herein. The SI shall be responsible for activities such as support in legacy data migration, deployment, operation and maintenance support, infrastructure and resource provisioning, and overall support to the IMS ecosystem. The SI shall work in close coordination with CEPT to ensure seamless operation, maintenance, and performance of the IMS application and associated systems.

5. **IT Consultants:** The Department of Posts has engaged IT Consultants, including the CTO Team and the NISG Team, to provide comprehensive strategic, technical, and program management support across various aspects of the project. The CTO Team, in co-ordination with CEPT, shall offer technology governance, architectural oversight, and ensure alignment of the IMS with the overall IT strategy and industry best practices, while the NISG Team shall support project planning, procurement, monitoring and evaluation, and adherence to established guidelines. These consultants shall work closely with PLI Directorate and CEPT to facilitate effective implementation and oversight of the project. The Department of Posts reserves the right to onboard additional consultants, as deemed necessary, to meet evolving project requirements.
6. **Third Party Agency:** The PLI Directorate (PLI Dte.) may, at its discretion, engage an independent Third-Party Agency (TPA), such as Standardization Testing and Quality Certification Directorate, or any other empaneled agency, to carry out independent audit and verification of project deliverables. The scope of such third-party assessment may include, but is not limited to, quality assurance of deliverables, performance testing, security testing, Vulnerability Assessment and Penetration Testing (VAPT), compliance verification, and adherence to applicable standards and guidelines. The System Integrator (SI) shall extend full cooperation to the TPA, including providing necessary access to systems, environments, documentation, and resources required for conducting such assessments. Any observations, gaps, or non-compliances identified by the TPA shall be promptly addressed and remediated by the SI within the stipulated timelines, at no additional cost to the Department.

The following represents the indicative RACI (Responsible, Accountable, Consulted, Informed) matrix for the IMS project, outlining the roles and responsibilities of various stakeholders. This matrix is provided as a guiding framework to facilitate clarity in governance and execution. The PLI Directorate (PLI Dte) reserves the right to review and amend the RACI matrix, in consultation with relevant stakeholders, as deemed necessary during the course of the project. Further, the PLI Dte may revise or modify the identified stakeholders and their respective roles to align with evolving project requirements and operational needs.

Sr. No.	Activity	R: Responsible	A: Accountable	C: Consulted	I: Informed
1	Overall Architecture for IMS Solution	CEPT	PLI Dte	IT Consultants	SI, PMU
2	Design of IMS application and Database	CEPT	CEPT	PLI Dte, IT consultants	SI, CSP
3	Development of Solution	CEPT	CEPT	PLI Dte, IT Consultants	PLI Dte, PMU
4	Onboarding of CSP	PLI Dte	PLI Dte	CEPT, IT Consultants	CEPT, PMU
5	Onboarding of SI	PLI Dte	PLI Dte	CEPT, IT Consultant	CEPT, PMU

Sr. No.	Activity	R: Responsible	A: Accountable	C: Consulted	I: Informed
6	Supply of software & Hardware	SI*, CSP	PLI Dte	CEPT, CSP, PMU	CEPT, PMU
7	Input for Cloud Design	CEPT	PLI Dte	CEPT, CSP, IT Consultants	PLI Dte
8	Design Cloud Solution for all environment	CSP	PLI Dte	CEPT, SI, IT Consultants,	PLI Dte
9	Approval of Cloud Design	CEPT	PLI Dte	SI, CEPT, IT Consultants	PLI Dte, CEPT,
10	Cloud implementation	CSP	CSP	CEPT, SI, IT Consultants	PLI Dte
11	OS Installation and configuration (including patch management, OS version upgrades, security management, etc.) and Configuration of cloud Servers	CSP	CSP	SI, CEPT	PLI Dte,
12	Cloud Security Management (Including Security Controls, Monitoring, Patching, Vulnerability Management, and Incident Response)	CSP	CSP	SI, CEPT	PLI Dte
13	EMS	SI	SI	CEPT, CSP	PLI Dte
14	UAT of Cloud Environment	CEPT	PLI Dte	IT Consultants	PLI Dte
15	Coordination with CSP	SI	PLI Dte	CEPT, IT Consultants	CEPT
16	UAT of PLI Application	PLI Dte	PLI Dte	CEPT, IT Consultants	PMU, SI
17	New VMs creation, FW ports open etc	CSP	CSP	SI, CEPT, IT Consultants	CEPT
18	Issue resolution if any in Application code	CEPT	CEPT	PLI Dte, IT Consultants	PLI Dte
19	Performance/load Testing before production	SI	PLI Dte	CEPT, CSP, IT Consultants	PLI Dte
20	Define SLAs and their Methodology	CEPT & PLI Dte	PLI Dte	CEPT, IT Consultants	PLI Dte
21	SLA Configuration and Monitoring**	SI, CSP	CEPT & PLI Dte	CEPT, IT Consultants	PLI Dte

Sr. No.	Activity	R: Responsible	A: Accountable	C: Consulted	I: Informed
22	Services Desk Support & Call Centre for PLI Application	CCCC	PMU/CEPT	CEPT, PLI Dte	PLI Dte, SI
23	Troubleshooting of OS, DB etc	CSP	CSP	CEPT, SI	PLI Dte,
24	Troubleshooting of Application	CEPT	CEPT	IT consultants	PLI Dte,
25	Patch Development and Testing (for application) in non-prod	CEPT	CEPT	PLI Dte, IT Consultants	PLI Dte,
26	Patch Deployment for Applications in Production	SI	CEPT	PLI Dte, IT Consultants	PLI Dte
27	Other OEM patch deployment*	SI	CEPT	PLI Dte, IT Consultants, CSP	PLI Dte,
28	Version upgrade of application related things	CEPT	PLI Dte	PLI Dte, IT Consultants, CSP	PLI Dte,
29	Contract Management for CSP, External Integration, Network Bandwidth, Third Party Agencies etc,	PLI Dte	PLI Dte	CEPT, IT Consultants	SI
30	External Integration with application	CEPT	PLI Dte	IT Consultants, SI	PMU
31	Migration / solution development	CEPT	CEPT	SI, PLI Dte	PLI Dte, PMU
32	Migration approach and implementation from existing PLI application to new IMS Solution	CEPT and PLI Dte	PLI Dte	Legacy Vendor, SI, IT Consultants	PLI Dte
33	Training to end-users before migration	CEPT	CEPT	PLI Dte	PMU
34	Bandwidth Management	ISP	PLI Dte	CEPT, CSP, IT Consultants	PLI Dte
35	DB management (HA cluster setup, Replication, backup, failover)	SI	SI	CEPT, CSP	CEPT
36	DB parameter fine tuning with server resources and	SI	SI	CEPT, CSP	CEPT

Sr. No.	Activity	R: Responsible	A: Accountable	C: Consulted	I: Informed
	applications requirements				

*please refer section 4.6.6.1 'Software" of the RFP

** SLA configuration, monitoring, and compliance management for the AI Data Center environment shall be the responsibility of the SI. SLA configuration, monitoring, compliance, and reporting for the cloud infrastructure and associated cloud services shall be the responsibility of the CSP, which shall provide the SI with necessary access to SLA metrics and performance reports for oversight and verification.

4.5 Scope of Work

4.5.1 PLI Directorate

The PLI Directorate, as the principal user department within the Department of Posts, shall be responsible for overall governance, administrative oversight, and business ownership of the Insurance Management Solution (IMS) project. The PLI Directorate shall play a central role in ensuring that the solution aligns with business objectives, policy requirements, and service delivery expectations.

The PLI Directorate shall be responsible for onboarding of key external agencies, including the System Integrator (SI) and Standardisation Testing and Quality Certification (STQC), in accordance with the applicable procurement processes. It shall undertake comprehensive contract management functions, including execution of agreements, monitoring of contractual obligations, enforcement of Service Level Agreements (SLAs), and overall vendor performance management. The PLI Directorate shall also be responsible for scope management, including approval of changes, prioritization of requirements, and alignment with evolving business needs.

Further, the PLI Directorate shall manage the financial aspects of the project, including processing of payments to the SI and other agencies based on certification and approval of SLA compliance and deliverables by PMC. The PLI Directorate shall also be responsible for signing contracts and agreements with external entities, after due deliberation and consultation with relevant stakeholders.

From a functional perspective, the PLI Directorate shall lead business requirement validation, facilitate user coordination, and conduct User Acceptance Testing (UAT) to ensure that the solution meets defined functional and operational requirements. The Directorate shall provide final acceptance of the solution upon successful completion of testing, compliance verification, and fulfilment of contractual obligations.

Additionally, the PLI Directorate shall coordinate with all stakeholders, including CEPT, SI, consultants, and other agencies, to ensure seamless implementation, effective communication, timely decision-making, and overall success of the IMS project.

4.5.2 Centre for Excellence in Postal Technology (CEPT)

The Centre for Excellence in Postal Technology (CEPT), as the technical arm of the Department of Posts, shall be responsible for end-to-end technical ownership of the IMS application CEPT shall lead the design and architecture of application related aspects in alignment with DoP enterprise architecture standards. CEPT shall undertake the development of the solution, including configuration, customization, and continuous enhancement of application components.

CEPT shall be responsible for all Code changes required for Upgrades, bug fixing to ensure continuous improvement and stability of the system and shall handover the application image/package, after internal testing, to SI for deployment, maintenance and monitoring.

CEPT shall assist PLI Directorate in defining, review, and finalize SLA parameters in consultation with the other stakeholders, and CCCC shall be responsible for monitoring and validating SLA compliance. CEPT shall advice the PLI Dte in defining the periodicity of SLA reports, review SLA reports submitted by the System Integrator (SI), validate performance metrics, and submit finalized SLA reports to the PLI Directorate for further action, including payment processing.

CCCC shall operate and manage the service desk function for IMS, including handling user queries, incident management, and escalation handling. CEPT shall also be responsible for planning and managing training programs for end-users, including development of training materials, conducting sessions, and ensuring user readiness for system adoption in consultation with PLI Dte before migration

Further, SI in consultation with the CEPT shall manage integrations with external entities and systems, ensuring seamless data exchange, interoperability, and compliance with integration standards. CEPT shall also be responsible for management and operation of the proposed AI data centre at DoP Mysuru through SI, including hosting of non-production environments and ensuring availability for development, testing, and training purposes.

CEPT shall work closely with the System Integrator and other stakeholders to ensure smooth implementation, technical governance, and sustained operations of the IMS ecosystem, while maintaining overall control on application-level performance, security, and reliability.

The indicative technology stack being used by CEPT is as below:

Layer	Sr. No.	Scope/ Area	Software Tool Proposed to be Used or equivalent
UI	1	IMS portal and enterprise portal	React and NextJS
	2	Desktop (Offline Solution)	React with ElectronJS
	3	Internal and External Mobile Apps	Flutter
	4	MIS/BI Front End	Superset
Application & DB	5	API Development	Golang and Java Spring Boot
	6	API Documentation	Swagger
	7	Application Security	Burp Suite
	8	Cache	Redis
	9	Local DB in case of Mobile Apps	SQLite
Testing Tools	10	Load testing	JMeter
	11	API testing	Postman
	12	Functional automation	Selenium
	13	Bug Tracking Tool	Bugzilla
CI/CD	14	Code Repository	GitLab
	15	Version Management	GitLab

Layer	Sr. No.	Scope/ Area	Software Tool Proposed to be Used or equivalent
	16	Orchestration & Deployment	Kubernetes with Docker & Rancher
	17	Image Repository	Harbor
	18	Dependency Check	OWASP
	19	Code Review	Sonarqube
	20	Container Orchestration	Kubernetes with ContainerD
	21	NPM Repository & Go Proxy	Nexus
	22	Image Security	Trivy
	23	Configuration Management	Ansible
DB	24	DB Services – Real-time monitoring; Scalability and flexibility; Threat detection and alerting; Managed Services; Compliance Reporting; Creation/HA; Maintenance/Backup/Replication/Audit DB	PostgreSQL
	25	Reports Database (Data Warehouse)	ClickHouse
	26	Ledger Database	Tiger Betel
	27	Datalake	Iceberg
Monitoring	28	APM (Infra & Network Monitoring end to end trace, Alerting Analytics	To be provided by existing SI of DoP
Security / Authentication	29	SIEM tool	To be proposed by CSP
	30	SOAR	To be proposed by CSP
	31	PIM & PAM	To be proposed by Bidder
	32	IDAM (RBAC) & SSO	Keycloak
	33	Vault	HashiCorp
	34	Digital Signature	Aadhaar e-Sign
Messaging & Queue	35	Messaging Queue	Kafka
Workflow /Task scheduler/ETL	36	Workflow	Temporal
	37	Workflow	Cassandra
	38	Workflow	ELK
	39	Data Pipeline (DAGs)	Apache Airflow
	40	ETL	Apache Spark
Hypervisor/ OS /AV	41	Operating System	Ubuntu 22.04, 24.05
	42	Hypervisor	CSP scope
	43	AV (for servers)	CSP scope
Gateway	44	Ingress controller /API Gateway	Kong
Others	45	SFTP	SFTPgo
	46	Backup & Recovery solution	To be proposed by CSP
Notification	47	Notification services	WhatsApp

4.5.3 Cloud Service Provider (CSP)

The Cloud Service Provider (CSP) shall be responsible for designing, provisioning and managing Infrastructure as a Service (IaaS) for the IMS ecosystem, including but not limited to provisioning of Virtual Machines (VMs), storage services, network infrastructure, and associated security services. The CSP shall ensure availability, scalability, and performance of the cloud infrastructure in line with defined SLAs. This includes provisioning and management of compute resources, storage allocation and management, network configuration, and implementation of security controls at the infrastructure level.

The CSP shall be responsible for designing, implementing and managing core infrastructure services such as backup and restore, storage replication between Data Centre (DC) and Disaster Recovery (DR) sites, and overall Disaster Recovery (DR) management to ensure business continuity. The CSP shall also ensure high availability architecture and redundancy, eliminating single points of failure within its domain.

The CSP shall work in close coordination with the System Integrator (SI) and CEPT for configuration and deployment of infrastructure and security solutions with the approval of PLI Directorate. While the SI, in consultation with PLI Dte & CEPT, shall define requirements for network, firewall, and security configurations, the CSP shall be responsible for implementing and provisioning such configurations within the cloud environment. NIC/RAILTEL The CSP shall provide the CEPT/SI with appropriate logs, dashboards, reports, and other necessary interfaces to enable effective monitoring and oversight of the cloud environment

The SI shall act as the primary single point of contact (SPOC) for day-to-day operations and coordination with the CSP.

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Post implementation, the CSP shall be responsible for the continuous operation, administration, monitoring, maintenance, and management of the cloud infrastructure and all security solutions under its purview, including network security, firewalls, access controls, identity and access management, vulnerability management, patch management, threat detection and response, log management, and security incident handling. The CSP shall ensure timely remediation of vulnerabilities, application of security updates, compliance with applicable security policies and service levels, and maintenance of the overall security posture of the cloud environment.

The CSP shall provide the SI/DoP with appropriate access to logs, dashboards, reports, and monitoring interfaces necessary for effective oversight.

The CSP shall take corrective and preventive actions within its scope and shall promptly notify and coordinate with the SI and/or CEPT for issues falling outside its domain. The CSP shall also support incident response, vulnerability management, and compliance requirements as applicable.

Additionally, the CSP shall ensure adherence to applicable Government security policies, provide audit logs and reports, support periodic security audits, and facilitate capacity scaling, patching, and upgrades at the infrastructure level. The CSP shall also ensure defined uptime, service availability, and performance benchmarks, and shall provide necessary reports and dashboards to support SLA monitoring and governance.

4.5.3.1 **Cloud Specification:**

The indicative Cloud Specification is below:

1. Availability, DR & Business Continuity should be as per following standards:

Area	Requirement
RTO	≤ 2 hours
RPO	≤ 10 minutes
DR Capacity	DR to operate at 100% production load.
Replication	Continuous replication with real-time status
Monitoring	Real-time RTO/RPO monitoring with alerts (SMS/Email)

2. Security Services should be as per following standards:

Security Layer	Mandatory Controls
Perimeter Security	Firewall, WAF, DDOS, VPN, IPS/IDS
Identity & Access	PKI, IDAM, MFA, SSO, AD/LDAP, HSM
Data Security	Encryption (transit), data privacy
Workload Security	VM/container security, HIPS, anti-malware
Network Segmentation	DMZ, App Zone, DB Zone
Monitoring & SOC	Infra application log analyser, syslog
Audits	Internal + third-party audit, Safe-to-Host certification

3. Virtual Machine requirement at Data Centre (DC) and Disaster Recovery Centre (DRC)

Sl No.	Environment at DC	No of VM/Nodes	vCPU	RAM in GB	Storage in TB
1	Prod (+migrated data 250TB)	52	2032	9024	460
2	Pre-Prod(Staging)-100% of Prod	52	2032	9024	210
3	Total (Sl 1 to 2)	104	4064	18048	670
4	DR-Prod(equals to DC-Prod)	52	2032	9024	210
5	Total	52	2032	9024	210
Grand Total	DC+DR requirements (Sl No 3+5)	156	6096	27072	880

4. Infra Requirements (for other than application on Kubernetes)

Environment at DC	No of VM	Operating System (with Version)	vCPU (per VM)	RAM in GB (per VM in GB)
Prod-Kafka	12	Ubuntu 24.04	16	64
Prod-CI/CD and other tools	8	Ubuntu 24.04	4	32
Prod-other tools (eg: temporal)	8	Ubuntu 24.04	4	32
DC-Prod-Total	28	Ubuntu 24.04	256	1280
Pre-Prod(Staging)	28	Ubuntu 24.04	256	1280
Total Table-1	56		512	2560

5. Compute for Applications -K8S

Environment at DC	Number of Nodes	vCPU	Memory in GB
Prod-Master Nodes	4	16	64
Prod-Worker Nodes	10	16	128
DC-Prod-Total	**14**	**224**	**1536**
Pre-Prod(Staging)	14	224	1536
Total Table-2	28	448	3072

6. Database requirements:

Environment at DC	Database Name	Version	Number	vCPU	RAM in GB
Prod-Transactional	PostGreSQL	16.6	2	256	1024
Prod-Transactional	Clickhouse	25.4.2.31	4	128	512
Prod- OLTP ledger			2	256	1024

DC-Prod(Archival)			2	8	32
DC-Prod-Total			**10**	**1552**	**6208**
Pre-Prod(Staging)			10	1552	6208
Total Table-3			20	3104	12416

7. Storage

Environment at DC	Storage requirements In TB
DC-Boot Volume(VM)	10
DC-Additional Volume(VM)	5
DC-Block (DB)-Transactional	250
DC-Block (DB)-others	150
DC-NFS storage	5
DC-S3 obkect storage	40
DC-Prod-Total	**460**
Pre-Prod(Staging) (Both object+NFS)	210
DR	210
Total Table-4	880

System Integrator

The overall scope of work is broadly categorized into the following components: Implementation Services, Operations and Maintenance Services, Resource Deployment, Supply, Installation, and Maintenance of Hardware and Software, and General Obligations, all of which collectively define the responsibilities and deliverables under the engagement.

4.6 Detailed Scope of Work (SI)

The overall scope is broadly divided into following components:

a. Project Management Services
b. Implementation Services
c. Application Deployment
d. Operation and Maintenance Services
e. Resource Deployment
f. Supply, Installation, and Maintenance of Hardware and Software.
g. General Obligations

h. Hardware relocation and Re-Commissioning

While the core insurance application shall be designed, developed, and operated by the technical wing of the Department of Posts, the selected System Integrator (SI) shall be responsible for supporting the surrounding IT ecosystem and ensuring seamless service delivery, in compliance with defined Service Level Agreements (SLAs), security policies, and Government standards.

4.6.1 Project Management Services

The System Integrator (SI) shall provide comprehensive Project Management Services for the duration of the engagement to ensure timely, coordinated, and successful execution of the project. The SI shall be responsible for end-to-end project planning, scheduling, resource management, risk and issue management, quality control, and coordination with all stakeholders, including the Department of Posts and third-party vendors, as applicable.

The SI shall establish a structured project governance framework in consultation with PLI Dte & CEPT, conduct periodic progress reviews, track milestones and dependencies, manage changes through a formal change-management process, and provide regular status and compliance reports.

All project management activities shall be aligned with industry-standard project management practices to ensure adherence to approved scope, timelines, cost, and quality objectives.

4.6.2 Implementation Services

4.6.2.1 Cloud Management

The System Integrator (SI) shall be responsible for monitoring and overseeing the cloud services procured by the Department of Posts. The SI shall monitor the availability, performance, capacity, security posture, and service-level compliance of the cloud infrastructure and associated services, and provide periodic reports, recommendations, and advisory support to the Department. The SI shall review incidents, alerts, vulnerabilities, and change activities undertaken by the Cloud Service Provider (CSP), and coordinate with the CSP for timely resolution of identified issues. The SI shall support audit, compliance, testing, deployment, integration, and transition activities, as required, and provide technical consultation to the Department and CEPT to ensure alignment with operational, security, and business requirements.

The SI shall monitor and report on the CSP's compliance with contractual SLAs, KPIs, and service commitments, including availability, performance, capacity, and incident management, and shall coordinate escalations and corrective actions where required.

4.6.2.2 Operational Monitoring, SLA Compliance, and Service Governance

The SI shall:

a. Monitor the availability, performance, capacity, utilization, and operational health of the cloud infrastructure provisioned by the CSP, and proactively identify potential performance bottlenecks, capacity constraints, and service degradation issues.

b. Monitor the applications hosted on the cloud environment. Track, validate, and report compliance against all agreed SLAs, and service commitments applicable to the CSP, including uptime, incident response and resolution timelines, and backup and recovery objectives.

c. Act as the central coordination agency for operational issues, incidents, and service disruptions by reporting escalations, facilitating resolution among the CSP, CEPT, and other stakeholders, and tracking issues to closure. Conduct periodic service reviews, analyze operational metrics and trends, provide consolidated performance reports, identify risks and improvement opportunities.

4.6.2.3 Security Management

The SI shall integrate with the existing CCCC located in Bengaluru and shall ensure continuous security monitoring, threat detection, incident response, and compliance with applicable security policies and standards prescribed by the Department of Posts and relevant Government guidelines.

The Cloud Service Provider (CSP) shall provide necessary access and visibility to the security solutions deployed at the cloud infrastructure level. The SI shall coordinate with all responsible stakeholders for timely analysis, escalation, and implementation of appropriate corrective and preventive actions based on identified threats, alerts, or vulnerabilities.

Further, the SI shall act as a coordination bridge between the application development team (CEPT), the CSP, and other stakeholders for addressing network, infrastructure, and security-related requirements. This includes facilitating seamless integration, timely resolution of vulnerabilities, implementation of security controls, and ensuring end-to-end protection of the IMS ecosystem across all environments.

4.6.2.4 AI Data Centre

In addition to the cloud deployments, the Department of Posts envisages setting up an AI Data Centre at its facility in Mysore.

The selected System Integrator (SI) shall be responsible for procuring Servers and Operation Systems required for this setup, along with design, deployment, configuration, integration, and testing of the complete solution. The SI shall also undertake Operations & Maintenance (O&M) of the in-house AI data centre including data replication from the Prod environment to DoP AI data centre, and proactive monitoring, patching, upgrades, configuration management. All procured components shall be covered under comprehensive AMC/ATS with defined SLAs for the entire contract period.

DoP shall provide suitable space for installation of AI infra at the DoP DR centre at Mysuru. Accordingly, procurement, commissioning, operations and maintenance of non-IT infrastructure provided in the RFP stands cancelled. SI shall be responsible for procurement, supply, installation, commissioning and OM of AI infra and other associated IT Infra under this RFP.

4.6.2.5 SLA Management

The System Integrator (SI) shall be responsible for adhering to and meeting the Service Level Agreements (SLAs) as defined in this RFP. The detailed SLA parameters, including service metrics, measurement methodology, reporting formats, thresholds, and associated penalties, is specified in the subsequent sections of this RFP.

The SI shall establish appropriate processes, tools, and governance mechanisms to continuously monitor, measure, and report SLA compliance across all components of the solution. This shall include real-time monitoring, periodic reporting, root cause analysis of SLA breaches, and implementation of corrective and preventive actions to ensure sustained service quality.

The SI shall also ensure transparency in SLA reporting and extend full cooperation to the Department and other designated agencies for audit, review, and validation of SLA performance. Any deviations from the agreed SLAs shall be promptly addressed in accordance with the provisions defined in this RFP.

The System Integrator (SI) shall submit all SLA, performance, and compliance reports in accordance with the reporting periodicity, formats, and timelines as defined from time to time. PLI Dte shall have the right to revise, enhance, or modify the reporting frequency and reporting requirements during the contract period based on operational, regulatory, audit, or governance needs. The SI shall comply with such revised reporting requirements without any additional cost or commercial implication to the Department.

4.6.3 Application Deployment

The System Integrator (SI) shall be responsible for the deployment and maintenance of the IMS application developed by CEPT into the production environment, subject to successful completion and sign-off of all mandatory pre-production validations, User Acceptance Testing (UAT), Security Audit, Performance Audit.

The SI shall coordinate closely with CEPT to obtain the final, approved IMS application and release package, and shall ensure that only the validated version of the application is deployed in production. The SI shall plan and execute the deployment in accordance with the approved deployment schedule, change management procedures, and rollback strategy to minimize service disruption.

Further, the SI shall ensure that the production deployment is carried out in a controlled and secure manner, including environment readiness checks, configuration validation, dependency verification, and post-deployment smoke testing. Any issues observed during deployment shall be promptly addressed by the SI in coordination with CEPT and the Department to ensure stable and successful go-live.

SI shall work closely and side by side with the CEPT and in coordination with the PLI Dte to ensure data migration from the legacy system as planned by the CEPT. The data migration solutions, approach and schedule shall be provided by the DoP.

4.6.4 Operation and Management Services (O&M)

The SI shall be responsible for end-to-end operation and maintenance of the IT infrastructure, of AI Data Centre at Mysuru, middleware, integrated components, and all supporting systems.

As part of the Operations and Maintenance Services, the System Integrator (SI) shall ensure the continuous availability, uptime, performance, and reliability of all systems in line with the Service Level Agreements (SLAs) specified in the RFP. The SI shall provide 24x7 monitoring and comprehensive support for incident management, problem management, and change management.

The SI shall also carry out preventive, corrective, and adaptive maintenance activities, including but not limited to patch management, system upgrades, and security hardening. All such activities shall be performed in compliance with the applicable cybersecurity guidelines, data protection norms, and audit requirements issued by the Government of India from time to time.

In addition, the SI shall provide necessary support for the integration, testing, and deployment of any enhancements or modifications made to the core application by the Department.

4.6.5 Resource Deployment

Apart of the scope of work and deliverables under this RFP, the System Integrator (SI) shall provision and deploy suitably qualified and experienced resources to support the IMS ecosystem. These resources shall be deployed at the CEPT Bengaluru location and shall work under the overall direction and supervision of CEPT to support application operations, infrastructure management, integration activities, and other related functions.

The SI shall ensure that all deployed resources possess the requisite technical and functional expertise, relevant certifications (where applicable), and adequate experience commensurate with their assigned roles. DoP reserves the right to assess the quality of the resources through an interview/ live demo or any other suitable mechanism in any of the premises of the CEPT located at Bengaluru/Mysuru/Hyderabad/Chennai/Visakhapatnam/Cochin/Mumbai before onboarding. Accordingly, DoP has the right to reject such proposed resources based on the assessment. The cost incurred, if any, towards online /automated selection tools shall be borne by the SI. The resources shall be engaged on a full-time basis and shall work in close coordination with CEPT teams to ensure seamless execution of activities across development support, operations, maintenance, and service management.

The SI shall be responsible for timely deployment, onboarding, and continuous availability of resources as per the requirements specified in this RFP. The SI shall also ensure continuity of key personnel, with clearly defined replacement timelines, and shall undertake proper knowledge transfer in case of any resource transition to avoid disruption in services. Any replacement of resources shall be subject to approval by CEPT.

The SI shall ensure that all deployed personnel comply with applicable security policies, confidentiality obligations, and background verification requirements as per Government guidelines. The SI shall also be responsible for performance management of the deployed resources and shall ensure adherence to defined SLAs, timelines, and quality standards.

In respect of supply of technical manpower for various development areas, the resource shall be on the successful bidder's regular payroll, for a minimum period of 1 year working on the technologies for which the resources are proposed to be onboarded. However, in case of requirement, exceptional approval of DoP can be sought by the bidder on case-to-case basis. DoP may relax this condition to the extent of 100% of the indented resources. This condition of 1 year shall not apply in case of manpower deployed in respect of O&M services where SLAs shall be applicable. Payment for such resources shall be made on a pro-rata basis, calculated strictly on the actual number of days worked, subject to certification by the CEPT. The department will have the right to reduce or enhance the resources based on the actual requirements. The bidder may propose resource having more than one skillset as per the table below. The detailed requirement of resources, including skill sets, experience levels, and quantity, is given below.

Sr. No.	Skill Set	Number of resources	Experience level	Number of resource	Experience level
1	Solution Architect	1	L3		
2	Infra & Cloud Architect	1	L3		
3	DB Architect	1	L3		
4	Security Architect	1	L3		
5	Project Manager	1	L3		
6	ECMS	1	L2	1	L1
7	PostgreSQL	1	L2	1	L1
8	ClickHouse	1	L2	1	L1
9	TigerBeetle	1	L2	1	L1
10	Iceberg	1	L2	1	L1
11	Kafka	2	L2	1	L1
12	Cassandra	1	L2	1	L1
13	Airflow	1	L2	1	L1
14	Spark	1	L2	1	L1
15	OCR Technology	1	L2	1	L1
16	Backup and Recovery Engineer	1	L2	1	L1
17	KeyCloak	1	L2	1	L1
18	K8 Certified Engineer	1	L2	1	L1
19	Infra & Storage Engineer	1	L2	1	L1
20	BCP Engineer	1	L2	1	L1
21	Golang Engineer	1	L2	1	L1
22	NextJS	1	L2	1	L1
23	Flutter Engineer	1	L2	1	L1
24	AI/ML	1	L2	1	L1

Level 3 (L3) Resource: B. Sc / BCA / B.E./B.Tech. /MTech. /MCA or equivalent qualification, with a minimum of 15 years of overall professional experience, including at least 10 years of hands-on experience in the respective domain.

Level 2 (L2) Resource: B. Sc / BCA /B.E./B.Tech. /MTech. /MCA or equivalent qualification, with a minimum of 10 years of overall professional experience, including at least 5 years of hands-on experience in the respective domain.

Level 1 (L1) Resources: B.E./B.Tech. /MTech. /MCA or equivalent qualification, with a minimum of 2 years of overall professional experience.

Note: The above is an indicative list of requirements. The Department of Posts (DoP) reserves the right to vary the number of resources/completely drop the indicated resources and the duration of deployment based on its actual requirements. Mere indication of the resources requirement does not create any liability on the DoP for not onboarding the indicated resources from the successful bidder Billing shall be carried out on a pro-rata basis accordingly. Resources deployed under this clause, DoP reserve the right to assign to any of the projects or assignments of the DoP or undertaken by the DoP

4.6.6 Supply, Installation, and Maintenance of Hardware and Software

The System Integrator (SI) shall be responsible for the supply, installation, configuration, and commissioning of all required hardware and software components, the details of which are provided in the relevant sections of this RFP. All supplied items shall conform to applicable Government standards, MeitY guidelines, and Make in India provisions, wherever applicable. The SI shall provide comprehensive warranty and Annual Maintenance Support (AMC/ATS) for all components supplied during the contract period and shall undertake complete lifecycle management, including upgrades, patches, and replacement of faulty equipment. SI shall also ensure adherence to asset management, inventory tracking, and audit compliance requirements in accordance with the provisions of GFR.

4.6.6.1 Software:

The System Integrator (SI) shall be responsible for the supply, installation, configuration, commissioning and operation of software components list below for the successful implementation and operation of the IMS ecosystem, as specified in this RFP. This shall include system software, middleware, database software (if in SI scope), security tools, monitoring tools, and any other supporting software required for seamless functioning of the solution.

The SI shall ensure that all software supplied is licensed, compliant with applicable Government policies, and compatible with the overall system architecture, including integration with the application developed by CEPT and the cloud infrastructure provisioned by the Cloud Service Provider (CSP). The SI shall also ensure that the software versions deployed are stable, secure, and supported by the respective Original Equipment Manufacturers (OEMs).

The SI shall provide comprehensive support for all supplied software throughout the contract period, including installation support, configuration, patch management, upgrades, bug fixes, and performance tuning. The licenses are to be procured and registered in the name of the DoP and shall be handed over to DoP at the time of sign-off.

The SI shall maintain back-to-back support arrangements with OEMs for the entire duration of the project to ensure timely resolution of issues, access to updates, and continued product support. The SI shall facilitate a quarterly interaction between DoP and OEMs. Wherever the tools are procured from the OEMs, SI shall ensure that OEM shall audit the implementation at the time of commissioning, there after second audit may be scheduled after 6 months from the date of commissioning of the tool/software. and in any case, not later than 1 year. DoP reserves the right to get the tool audited by 3rd party agencies in case of the tools/software that are not procured through OEM. Any end-of-life or end-of-support risks shall be proactively identified and mitigated by the SI through timely upgrades or replacement.

Further, the SI shall ensure proper license management, including procurement, renewal, compliance tracking, and audit readiness. The SI shall also provide necessary documentation, including license details, configuration documents, and support agreements, and shall ensure that all software components are maintained in accordance with defined SLAs and security requirements.

List of Software/tools to be supplied/procured:

Sr. No.	Scope/ Area	Users / EPS/ Hits / containers / License
1	DB (PostgreSQL) –	PostgreSQL EDB License shall be supplied on per core basis. Approximately 512 cores are assessed. However, payments will be as per the actual utilization
2	PIM & PAM	20users/150 Assets
3	Keycloak	Support for Keycloak through CoE or dedicated manpower
4	Messaging Queue	Support for Kafka tool through CoE or dedicated manpower
5	Ingress controller /API Gateway	Support for Kong through CoE or dedicated manpower
6	SFTP	License cost for single instance basis
7	Notification services	1 crore messages per month
8	Disaster Recovery Management Software	To be Proposed by Bidder

Note 1: The listed software/tools requirements, including licenses are indicative. DoP may alter these requirements based on functional needs, and payments shall be made proportionately on a pro-rata basis.

Note 2: DoP reserves the right to use Licenses/ tools/ software procured under this RFP in any of the applications of the DoP or application development undertaken by the DoP in any environment.

Note 3: DoP shall reserve the rights of ownership on licenses/tools/software/infrastructure etc. procured under this RFP from the date of implementation and acceptance. All the licenses/tools/software/infrastructure shall be procured in the name of DoP and shall be transferred to the DoP immediately on deployment.

Note 4: If any OEM is offering and wherever there is an option to procure licenses unconditionally without the limitations of cores/users/storage/concurrency SI shall procure such licenses for the DoP under this RFP

4.6.7 Version upgrade

The System Integrator (SI) shall be responsible for ensuring version control, patch management, and upgrades for all software, platforms, tools, middleware, databases, security solutions, tools, and any other IT solutions provided by it under the scope of this RFP, whether deployed on-premises (AI Data centre at Mysuru location), cloud, or in any other approved environment. The SI shall ensure that only OEM-supported, stable, and compliant versions are deployed and maintained throughout the contract and O&M period.

All updates, patches, hotfixes, security fixes, and minor version upgrades required to maintain functionality, performance, security compliance, regulatory compliance, and OEM support eligibility shall be provided free of cost to the Department of Posts (DoP) for the entire duration of the contract. The SI shall proactively ensure that no deployed software or platform reaches end-of-support or end-of-life during the O&M period.

The SI shall maintain complete version, license, and change documentation, and all upgrades shall be implemented in accordance with DoP-approved change management procedures, ensuring minimal disruption to business operations. Any major version upgrades or changes in licensing models, where applicable, shall be handled in accordance with the provisions and commercial terms specified in the RFP.

4.6.8 AI data centre set up in DoP location, Mysuru

The proposed AI Data Centre is envisaged to host and operate IT infrastructure for the Department of Posts. The Data Centre shall comprise high-performance compute and storage platforms, GPU-enabled servers for advanced analytics and Artificial Intelligence (AI) workloads, enterprise-grade networking and security infrastructure, and dedicated backup and recovery systems.

This infrastructure will primarily support the Department of Posts' Artificial Intelligence initiatives, including AI model development, training, testing, and inference, as well as enable the development, deployment, and ongoing operations of the Insurance Management Solution (IMS). The facility shall be engineered to meet the performance, scalability, availability, and security requirements associated with these critical workloads.

In addition, the proposed Data Centre will host and maintain a third copy of IMS data at the Department of Posts' premises, thereby strengthening data resilience, ensuring compliance with data governance requirements, and enhancing the overall disaster recovery and business continuity posture. The presence of this additional data copy will enable improved protection against data loss, facilitate faster recovery during disaster scenarios, and ensure uninterrupted service delivery.

4.6.8.1 Scope of work

The selected bidder shall be responsible for the procurement, supply, integration, installation, testing, commissioning, and operations of the complete AI IT infrastructure at DoP facility located at Mysuru. The scope of work shall include the following:

1. **Procurement and Integration of IT Infrastructure**

   Procurement, supply, installation, and integration of enterprise-grade IT infrastructure comprising compute servers, storage systems, network equipment, and security appliances. The infrastructure shall be sized, configured, and integrated to meet the performance, scalability, availability, and security requirements of DoP applications.

2. **Procurement and Integration of High-End GPU Servers**

   Procurement, installation, and integration of high-performance GPU-based servers specifically designed to support Artificial Intelligence and Machine Learning (AI/ML) use cases, including model training, inference, analytics, and other compute-intensive workloads.

3. **Installation, Integration, and Commissioning**

   End-to-end installation, system integration, testing, and commissioning of all IT infrastructure components supplied under this RFP, ensuring seamless interoperability, operational readiness, and compliance with the approved design and technical specifications.

4. **Operations and Maintenance (O&M)**

   Provision of comprehensive Operations and Maintenance (O&M) services for a period of five (5) years, extendable for a further period of three (3) years, from the date of commissioning, covering IT .This shall include preventive and corrective maintenance, monitoring, support services, and adherence to defined service levels to ensure continuous and reliable operations of the infra supplied under this RFP

4.6.8.2 Quantity for IT Infrastructure

The indicative quantities of IT infrastructure to be provided by the System Integrator (SI) are intended to convey the overall scale of the AI Data Centre and include application servers, storage servers, GPU servers, network and security appliances, and backup systems. These quantities are indicative and may be fine-tuned during detailed design and implementation based on final workload, performance, and architectural requirements, without altering the overall scope of the SI.

SI may propose any additional components in addition to the below mentioned quantities for over all enterprise level implementation of AI data centre.

Sr. No.	Description	Category	No of units (indicative)
1	App servers	Compute	21
2	Storage servers	Storage	10
3	GPU servers	GPU	6
4	Backup servers (1.5pb raw)	Backup	2
5	OS & Virtualization, AV	OS	155
6	Routers with ATP	Network & Security	4
7	Firewall with IDPS , ATP(external)	Network & Security	2
8	Firewall (internal)	Network & Security	2
9	Spine 32 ports, 400G	Network & Security	2
10	Leaf, 32ports, 100 G	Network & Security	6
11	Leaf GPU, 32ports, 400 G	Network & Security	2
12	Leaf for storage, 32ports, 400G	Network & Security	2
13	Leaf switches 10G, Base T48 ports	Network & Security	4
14	Leaf switches 25G, uplink 100gig, 48 ports	Network & Security	4
15	ALB and WAF(Through put 8 Gbps)	Network & Security	2
16	HSM	Network & Security	1
17	In-rack KVM	Misc	5
18	Integration	Misc	1
19	Racks (800x1200mm)		12

4.6.8.3 Hardware Specifications

1. App Server Specifications

S. No.	Description	Requirements
1	Processor	
2	Processor Architecture	CISC(X86)
3	Processor Make	Intel or AMD
4	Number of Cores per Processor	128 or higher
5	Processor Base Frequency (GHz)	2.4 or higher
6	Processor Boost Frequency (GHz)	3.7 or higher
7	Total Cache (L1+L2+L3) (MB)	Total Cache for 1 CPU may be 320MB or higher
8	Processor Description/ Number	AMD EPYC 9755 or equivalent / higher
9	Chassis	
10	Form Factor	Rack

S. No.	Description	Requirements
11	Size (RU)	1U Maximum
12	Motherboard	1
13	Chipset compatible with CPU	Yes
14	Expansion Slots Gen 5 (PCIe x16)	3 or higher
15	Minimum number of Sockets available on Server	2
16	Number of Sockets populated with Processors available on Server	2
17	Memory	
18	Type of RAM	DDR5 with 5600MHz or higher
19	Total Number of DIMM Slots available	24 or higher
20	Total System Memory	2048GB or higher
21	DDR SDRAM Size (GB) per slot	96gb or higher Preferably 128 GB DIMMs
22	SSD Storage	
23	Form Factor	SFF or E3.S
24	HDD Bay	Should support 8x NVMe
25	NVMe SSD Hot Swappable	Yes
26	Total Number of Slots available for NVMe SSD	8 or more in addition to boot drives.
27	Number of Slots populated with NVMe SSD	5 or more in addition to boot drives.
28	Capacity Offered per NVMe SSD (GB) and feature	15360 GBor higher with Power loss protection , U.3 or E3.S
29	Total RAW Capacity Offered with NVMe SSD (GB)	76800or higher
30	RAID & Boot	Booting in HBA mode / Non RAID should be supported. To be populated with 2 x 960GB or higher SSDs.
31	RAID level	0, 1, 10, HBA Mode / Non RAID
32	Speed of RAID Controller Ports (Gbps)	12
33	Ports & Interfaces	
34	Network Card Supported	1G/ 10G/ 25G/100G
35	Number of Networking Interface Cards (LAN)	4 or higher
36	Whether Network Interface Card Embedded	Yes
37	Total Number of Ethernet Ports required in Server	1x 4P 25G adapter with 25G SFP+ transceivers, 2x 2P 400 G ports or 4 x 1P 400G with transceivers.

S. No.	Description	Requirements
38	Number of Dual port FC HBA card	1 or more
39	FC HBA Speed (Gbps)	64 or higher
40	Video Controller (support VGA or above resolution)	Yes
41	USB Ports (version 2point0/3point0)	4 or more
42	IPMI Port	Yes
43	Certifications	
44	Certifications/Compliance (OS)	Windows, Red Hat Linux, Ubuntu
45	Certification/Compliance (Virtualization/Cloud Platform)	VM ware/ KVM/ Hyper-V
46	Features	
47	Management Features-1	Remote power on / Shutdown of server, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port, should have virtual Media support with all required licenses. Remote KVM, Server Health Logging, Out of Band Management
48	Remote Management and firmware security	1. Server should have dedicated 1Gbps remote management port 2. Server should support agentless management using the out-of- band remote management port 3. Should support RESTfull API integration 4. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support
49	Server Management	1. The Server Management Software should be of the same brand as of the server supplier and provide Remote Management functionality. 2. Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. 3. Management software should support integration with popular virtualization platform management software like VMware vCenter & vRealize Operations, and Microsoft System Centre & Admin Centre.
50	Industry Standard Compliance	1. ACPI 6.0 Compliant 2. PCIe 5.0 Compliant 3. WOL Support 4. SMBIOS 3.0

S. No.	Description	Requirements
		5. Advanced Encryption Standard (AES) 6. Triple Data Encryption Standard (3DES) or RSA4096 or AES or Equivalent or better 7. SNMP v3
51	System Security	1. UEFI Secure Boot and Secure Start support 2. Immutable Silicon Root of Trust 3. USB Port Enable/Disable 4. TPM (Trusted Platform Module) 2.0 5. Ability to rollback firmware Secure erase of NAND/User data 6. Secure Recovery - recover critical firmware to known good state on detection of compromised firmware 7. Tamper-free updates - components digitally signed and verified
52	Security Features	Secure Boot (Firmware and Bios Level Security), Provision to lock the system , Hardware root of trust/Dual Root of Trust, Server should provide policy-based security, Server should provide server intrusion detection, Security Bezel kit and Cable Management Arm ,"Malicious Code Free design" (to be certified by OEM)
53	Generic	
54	Redundant Power Supply	Yes
55	Hot Swappable (Redundant Power Supply)	Yes
56	Power Supply Efficiency	94% or higher
57	Redundant Fan	Yes
58	Hot Swappable (Redundant Fan)	Yes
59	Server Main Supply	230 +/- 10%Vac
60	BIS Registration under CRS of MeitY	Yes
61	Other Certifications Available	UL / BIS / Equivalent.
62	RoHS Compliance	Yes
63	Installation and Commissioning shall be included in the scope of supply	Yes

S. No.	Description	Requirements
64	On Site OEM Warranty	5 years, 24*7 support . In case of any extension in the contract, this shall be extended by the duration of contract extension period.

2. Storage Servers Specifications

S. No.	Description	Requirements
1	Processor	
2	Processor Architecture	CISC(X86)
3	Processor Make	Intel or AMD
4	Number of Cores per Processor	128 or higher
5	Processor Base Frequency (GHz)	2.4 or higher
6	Processor Boost Frequency (GHz)	3.7 or higher
7	Total Cache (L1+L2+L3) (MB)	Total Cache for 1 CPU may be 320MB or higher
8	Processor Description/ Number	AMD EPYC 9755 or equivalent / higher
9	Chassis	
10	Form Factor	Rack
11	Size (RU)	2U Maximum
12	Motherboard	1
13	Chipset compatible with CPU	Yes
14	Expansion Slots Gen 5 (PCIe x16)	4 or higher
15	Minimum number of Sockets available on Server	2
16	Number of Sockets populated with Processors available on Server	2
17	Memory	
18	Type of RAM	DDR5 with 5600MHz or higher
19	Total Number of DIMM Slots available	24 or higher
20	Total System Memory	2048 GB or higher
21	DDR SDRAM Size (GB) per slot	96GB or higher preferrable 128 GB DIMMs
22	SSD Storage	
23	Form Factor	SFF or E3.S
24	HDD Bay	Should support 24x NVMe
25	NVMe SSD Hot Swappable	Yes
26	Total Number of Slots available	24 or more in addition to boot drives.

S. No.	Description	Requirements
	for NVMe SSD	
27	Number of Slots populated with NVMe SSD	16 or more in addition to boot drives.
28	Capacity Offered per NVMe SSD (GB)	15360 GB or higher with power loss protection , U.3, E3.S
29	Total RAW Capacity Offered with NVMe SSD (GB)	245760 GB
30	RAID & Boot	Booting in HBA mode/Non RAID should be supported. To be populated with 2 x 960GB or higher SSDs for Boot.
31	RAID level	0, 1, 10, HBA Mode / Non-RAID
32	Ports & Interfaces	
33	Network Card Supported	10G / 25G / 100G / 400G
34	Number of Networking Interface Cards (LAN)	4 or higher
35	Whether Network Interface Card Embedded	Yes
36	Total Number of Ethernet Ports required in Server	1x 4P 25G adapter with 25G SFP+ transceivers, 2x 2P 400 G ports or 4 x 1P 400G with transceivers.
37	Video Controller (support VGA or above resolution)	Yes
38	USB Ports (version 2point0 / 3point0)	4 or more
39	IPMI Port	Yes
40	Certifications	
41	Certifications/Compliance (OS)	Windows, Red Hat Linux, Ubuntu
42	Certification/Compliance (Virtualization/Cloud Platform)	VM ware/ KVM/ Hyper-V
43	Features	
44	Management Features-1	Remote power on / Shutdown of server, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port, should have virtual Media support with all required licenses. Remote KVM, Server Health logging, Out of Band Management
45	Remote Management and firmware security	1. Server should have dedicated 1Gbps remote management port 2. Server should support agentless management using the out-of- band remote management port 3. Should support RESTful API integration 4. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support
46	Server Management	1. The Server Management Software should be of the same brand as of the server supplier and provide Remote Management functionality. 2. Should help provide proactive notification of actual

S. No.	Description	Requirements
		or impending component failure alerts on critical components like CPU, Memory and HDD. 3. Management software should support integration with popular virtualization platform management software like VMware vCenter & vRealize Operations, and Microsoft System Centre & Admin Centre.
47	Industry Standard Compliance	1. ACPI 6.0 Compliant 2. PCIe 5.0 Compliant 3. WOL Support 4. SMBIOS 3.0 5. Advanced Encryption Standard (AES) 6. Triple Data Encryption Standard (3DES) or RSA4096 or AES or Equivalent or better 7. SNMP v3
48	System Security	1. UEFI Secure Boot and Secure Start support 2. Immutable Silicon Root of Trust 3. USB Port Enable/Disable 4. TPM (Trusted Platform Module) 2.0 5. Ability to rollback firmware Secure erase of NAND/User data 6. Secure Recovery – recover critical firmware to known good state on detection of compromised firmware 7. Tamper-free updates - components digitally signed and verified
49	Security Features	Secure Boot(Firmware and Bios Level Security),Provision to lock the system , Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection, Security Bezel kit and Cable Management Arm ,"Malicious Code Free design" (to be certified by OEM)
50	Generic	
51	Redundant Power Supply	Yes
52	Hot Swappable (Redundant Power Supply)	Yes
53	Power Supply Efficiency	94% or higher
54	Redundant Fan	Yes
55	Hot Swappable (Redundant Fan)	Yes
56	Server Main Supply	230 +/- 10%Vac
57	BIS Registration under CRS of MeitY	Yes
58	Other Certifications Available	UL / BIS / Equivalent.
59	RoHS Compliance	Yes
60	Installation and Commissioning	Yes

S. No.	Description	Requirements
	shall be included in the scope of supply	
61	On Site OEM Warranty	5 years, 24*7 support In case of any extension in the contract, this shall be extended by the duration of contract extension period.

3. High-Performance AI GPU Server Procurement Specs

   a. Hardware Specification

Parameter	Specification
Processor	Dual-socket x86-64 Architecture. (a) Cores: Minimum 128 physical cores per socket. (b) Architecture: PCIe Gen 5.0 (or newer) compliant.
Memory	Compute Node: Minimum 2 TB DDR5 ECC Registered memory, operating at a minimum of 6400 MHz speed. System must be capable of expanding up to 4 TB
Storage	(a) Boot: 2x 1.92 TB NVMe M.2 SSD configured in Hardware RAID 1, RAID card should support Software RAID (HBA Mode) (b) Data: Minimum 60 TB raw capacity using NVMe Gen5 SSDs (U.2 or E1.S form factor, configurable in Software RAID 0/5/6/10).
GPU Accelerator	(Nvidia B200 equivalent or higher): Minimum 8 or more to be populated in each server
Networking	(a) Compute Fabric: (Infiniband): OSFP/QSFP slots populated with high-speed, low-latency adapters, should provide 8 x 400Gbps InfiniBand or higher connection to the switch. (b) Management: 1x Dedicated 1GbE RJ-45 BMC port and 1x 10GbE/100GbE OCP 3.0 NIC. (c) Private Network 2x 100Gb/s with transceivers compatible with 100gig leaf switches.
Physical Form Factor	High-density Rack Mount chassis (4U to 10U). Standard 19-inch rack compatibility.
Power Supply	(a) Redundancy: N+N or N+1 redundancy with separate power feeds. Rating: High-density power rating capable of sustaining ~14kW to 15kW (or higher if required by the hardware supplied by the SI), continuous load per node. 80 Plus Titanium/Platinum certified. (b) Input: Three-Phase power compatibility.

Parameter	Specification
Cooling	Thermal Management: Solution must support ultra-high TDP components (rated for 1000W to 1400W+ per GPU).

Note: The proposed AI data centre hardware should fit in and function in the existing DoP DR centre at Mysuru without any additional requirements in non-IT environment setup viz., air cooled cooling system, 15 KVa power supply at rack level etc.

b. Software Specifications

Parameter	Specification
AI Enterprise Suite & Optimization	**Licensing**: Perpetual License (One-time procurement) bundled with the hardware, licensed for the full deployed GPU count. **Features**: Enterprise-grade software stack providing: Hardware maintenance utilities, driver management, and Long-Term Support (LTS) security patching.
Advanced Native Features	(1) In-Network Computing: Offloading collective data operations to the network switches to minimize CPU/GPU bottlenecking.

c. Performance Requirements

Parameter	Specification
Compute / Inference Performance	FP4 Tensor Performance: Minimum of 140 PFLOPS (sparse) / 70 PFLOPS (dense) aggregate performance per 8-GPU node. Throughput: System must demonstrate state-of-the-art token generation efficiency for massive context windows and models exceeding 70B+ parameters without relying on system RAM offloading. Interconnect: All GPUs must be interconnected via a non-blocking, fully connected switch-based high-speed interconnect fabric (not PCIe-only), providing ≥ 1.5 TB/s bidirectional bandwidth per GPU.

d. Warranty, Maintenance, and Supply Chain

Parameter	Specification
Warranty	5 Years Comprehensive On-Site Warranty (Hardware & Perpetual Software Support) from the date of commissioning / as per OEM Terms & conditions
Support SLA	• Response Time: Next Business Day (NBD). • Technical Support: 24x7 via phone/email/portal with a dedicated OEM escalation matrix. • Mandatory support/maintenance within the one-time price, co-terminus with the On-Site warranty/ as per OEM Terms & Conditions.
Export & Supply-Chain Assurance	Bidder/OEM shall certify ability to obtain all required export /import authorizations (and Validated End-User status where applicable), bear the associated timeline and cost risk, and confirm the hardware is free of encumbrance.

e. Backup Server Specifications

Component	Specification
Chassis	4U,
CPU	32 core
RAM	512 GB ECC
HDD	~1.44 PB raw
Boot	2 × 960GB or higher M.2 NVMe (mirror)
NVMe (SLOG)	2 × 3.2 TB (mirrored)
NVMe (L2ARC)	2 × 7.6 TB
Network	2 ×/100 GbE with transceivers(Compatible with 100g leaf switches)

4. Networking Specifications
   a. GPU Server Compute Fabric (InfiniBand)

Feature	Specification
Connectivity	8x 400G InfiniBand links per GPU server
Hardware Offload	In-network reduction/aggregation offload — SHARP-equivalent
Management	Enterprise fabric-management software — UFM-equivalent
Monitoring	Real-time telemetry and network health monitoring
Components	Compatible adapters and cables required for full-speed links. All adapters, cables and transceivers (InfiniBand + Ethernet) for full-rate links.

b. Ethernet:

i. Spine Switch Specifications

Feature	Specification
Port Density	Minimum 32 x 400Gbps ports
Latency	< 4 µs port-to-port
Protocol Support	RDMA / RoCEv2, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF
Interoperability	Hardware/Software compatibility with all supplied Leaf switches
Performance	Must provide full speed link possible between Spine and Leaf

ii. Ethernet: 400G Leaf Switch Specifications

Feature	Specification
Port Density	Minimum 32 x 400Gbps ports
Latency	< 855 ns port-to-port
Protocol Support	RDMA / RoCEv2, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF, Jumbo frames
Storage Connectivity	Compatible with storage servers; dual 400Gbps links per storage server
Uplink Config	2x 400G links to each Spine switch (Total 4 uplinks per Leaf)

iii. Ethernet: 100G Leaf Switch Specifications

Feature	Specification
Port Density	Minimum 32 x 100Gbps ports
Latency	< 1 µs port-to-port
Protocol Support	RDMA / RoCEv2, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF, Jumbo frames
Connectivity	Compatible with App servers and GPU servers (100G private Ethernet)
Server Links	Each server connected to two different 100G switches via 100Gbps links
Uplink Config	4x 100G links to each 400G Spine (Total 8 uplinks via breakout cables)

iv. Ethernet: 25G Leaf Switch Specifications

Feature	Specification
Port Density	Min 48 ports (1/10/25G) + 4 x 100G uplinks
Latency	< 1 µs port-to-port
Protocol Support	RDMA / RoCEv2, VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF, Jumbo frames
Uplink Config	4x 100G uplinks connected to two different switches (Leaf or Spine)

v. Ethernet: 10G Base-T Leaf Switch (Management)

Feature	Specification
Port Density	Min 48 x 10GBASE-T RJ45 (Supports 100M/1G/10G)
Latency	< 3.5 µs port-to-port
Protocol Support	VXLAN, EVPN, ECMP, VARP/VRRP, VRF, BGP, OSPF, Jumbo frames
Uplink Config	Min 40Gbps total uplinks to two different leaf/spine switches
Device Scope	BMC/Management ports for App servers, Storage servers, and GPU servers

c. Data Center Router

Category	Specification
Forwarding Throughput	≥ 100 Gbps full duplex
Port Density	≥ 24 × 10/25G + ≥ 4 × 100G uplinks
Architecture	ASIC/NPU-based forwarding, separate control & data plane
Routing Protocols	BGP, OSPF, IS-IS, Static
Category	Specification
BGP Scale	≥ 500K routes (preferably 1M+)
Overlay Support	EVPN-VXLAN
MPLS Support	L2VPN, L3VPN
ECMP	≥ 32 paths
Latency	≤ 10 microseconds
QoS	Hierarchical QoS, shaping, policing
NAT	NAT & PAT(Source & Destination), IPv6
VPN	Site-to-Site, IPsec*, MPLS, SSL VPN*,
HA	VRRP, Stateful HA clustering - Active/active.
Security	MACsec*,
Networking Services	The DNS-Proxy functionality can be met from DC Router or Firewall

*IPSec VPN, SSL VPN, and MACSEC features should be available either in DC Router or FW.

d. Next-Generation Firewall (10–25 Gbps Ingress)

Category	Specification
Form Factor	1U / 2U appliance
Firewall Throughput (L4)	≥ 40–60 Gbps
NGFW Throughput (L7)	≥ 15–25 Gbps (real-world inspected traffic)
IPS Throughput	≥ 10–20 Gbps
SSL Inspection Throughput	≥ 8–15 Gbps (TLS 1.2/1.3)
VPN Throughput (IPsec)	≥ 10–20 Gbps
Interfaces	≥ 8 × 10/25G + optional 40G/100G uplinks
HA Support	Active/Active and Active/Passive
Firewall Type	Stateful + application-aware (Layer 7)
Application Control	Required (granular app-level policies)
User Identity Integration	AD/LDAP, SSO
Routing Support	BGP, OSPF, static
Segmentation	Zone-based policies, micro segmentation,
Logging & Monitoring	Full traffic logs, SIEM integration
VPN	**IPSec VPN, SSL VPN
Security	MACsec**,
Advanced Threat Protection	
IPS/IDS	Signature + behavior-based detection + Zero-day prevention
Malware Protection	AV + sandboxing (cloud/on-prem),
Web Filtering	URL + DNS filtering(Category & Reputation based), Geo-IP based,
SSL/TLS Inspection	Full decryption (TLS 1.3 support), Proxy Inspection
Threat Intelligence	Real-time feeds, botnet/C2 detection
License	License for all the mentioned features with updates for 5 years for protection engines should be included.

*IPSec VPN, SSL VPN, and MACSec features should be available either in DC Router or FW

e. Internal Firewall

Category	Requirement Specification
Throughput (Stateful)	≥ 100 Gbps (IMIX / 1518B)
Routing Capacity	≥ 200 Gbps (L3 Forwarding)
Interfaces	Min 4 x 100G (QSFP28) or 2 x 400G (QSFP-DD)

Category	Requirement Specification
Latency	< 10 µs (Stateful L3-L4)
Concurrent Sessions	≥ 20 Million
VLAN Support	802.1Q (Up to 4,096 IDs)
L3 Termination	SVI (Switched Virtual Interface) / RVI
Network Isolation	VRF-Lite / Multi-instance Routing
Routing Protocols	BGP, OSPFv2/v3, Static, ECMP
Firewall Policy	L3/L4 Stateful, L7 Application-ID
Hardware Offload	ASIC or FPGA-based Fast Path
QoS Classification	802.1p (CoS), DSCP, VLAN-based
QoS Scheduling	Strict Priority (SP), Weighted Fair Queuing (WFQ)
High Availability	Active-Passive / Active-Active Clustering
Management	CLI (SSH), REST API, SNMPv3, NetFlow/IPFIX
Physical	1U/2U Rackmount, Dual Hot-swap PSUs

5. ALB and WAF Specifications

   a. WAF

Category	Feature	Description
DDoS Protection	Layer 7 DDoS	Protect against HTTP floods, slow attacks
Core WAF	OWASP Top 10	Protection againststandard web vulnerabilities
Bot Security	Bot mitigation	Detect/block bots, scrapers
Detection	Behavioral / anomaly detection	ML-based traffic profiling
Network Security	Layer 7 IPS	Deep inspection across layers
Detection	Signature-based detection	Known attack patterns
Rate Control	Rate limiting	Requests/sec throttling
Threat Blocking	Known bad IP blocking	Reputation-based filtering
Protocol	IPv6 support	Full IPv6 compatibility
API Security	API abuse / anti-scraping	Protect APIs from misuse
Rate Control	Session-based rate limiting	Per-user/session limits
Encryption	TLS termination & inspection	SSL offload + decryption

Category	Feature	Description
Tuning	False positive tuning / learning	Policy learning mode
Geo Control	Geo-blocking	Country-based filtering
Intelligence	Threat intel feed integration	External threat feeds
API Security	JWT / OAuth validation	Token validation at edge
Observability	Logging + SIEM integration	Splunk, ELK support
HA	Active-active clustering	High availability

b. ALB

Category	Feature	Description
Kubernetes	Ingress / Gateway API support	Native K8s integration
Kubernetes	Multi-cluster load balancing	Cross-cluster traffic mgmt
Traffic Control	Header rewriting	Modify request/response headers
Security	mTLS (service-to-service)	Mutual TLS auth
Integration	WAF integration	Inline or external WAF
Authentication	OIDC / SAML	Built-in auth support
Transport	TCP LB + Proxy Protocol	L4 load balancing
Protocol	HTTP + gRPC same port	Dual protocol support
Routing	Host-based routing	Domain-based routing
Routing	Path-based routing	URL path routing
Extensibility	Plugin / scripting	Lua, WASM, etc.
Security	IP whitelisting	Allow specific IPs
Rate Control	Rate limiting	Request throttling
Limits	Max request size	Body/header size control
Observability	Traffic monitoring	Per service/backend metrics
Observability	OpenTelemetry tracing	Distributed tracing
Health	Health checks	Endpoint + status-based
Encryption	TLS termination + re-encryption	End-to-end TLS
Protocol	HTTP/2 + HTTP/3 (QUIC)	Modern protocol support
Session	Sticky sessions	Cookie/session affinity
Resilience	Circuit breaking	Fail fast on unhealthy services

Category	Feature	Description
Resilience	Retry policies	Automatic retries
Connection	Connection draining	Graceful shutdown

Note:

Note: 1. The System Integrator (SI) shall be responsible for the supply of all hardware and software, including firmware, operating systems, middleware, and licenses, in accordance with the specifications defined in this RFP. The SI shall supply the latest, stable, and OEM-supported versions of the hardware and software as on the date of award of contract.

2. All required licenses for EVPN/VXLAN, MLAG, NVIDIA UFM (Unified Fabric Manager) Enterprise and telemetry must be included.

3. Required Power/Network/Fiber Channel/ GPU fabric cabling etc., along with transceivers (InfiniBand, FC, Ethernet) for the proposed 12 racks and IT infrastructure being procured through this RFP shall be done by the SI.

4.6.9 General Obligations

Under General Obligations, the System Integrator (SI) shall ensure adherence to applicable procurement principles, including transparency, efficiency, and value for money, and comply with relevant government standards on interoperability, security, and digital governance. The SI shall maintain comprehensive documentation, provide periodic reports, and ensure audit readiness throughout the contract period. The SI shall work in close coordination with the Department of Posts' technical team to enable seamless integration and service delivery, and shall effectively coordinate with various stakeholders of the Department, with timely escalation wherever required. Further, the SI shall extend full cooperation and coordination with other agencies engaged by the Department of Posts for IMS-related activities, including consultants, security auditors, and performance auditors.

Documentation

a. The System Integrator (SI) shall prepare, maintain, and periodically update comprehensive documentation covering all aspects of the IMS ecosystem, including system architecture, design documents, configuration details, SOPs, user manuals, integration/interface documents, security policies, and disaster recovery procedures.
b. All documentation shall be maintained in a secure, access-controlled repository with role-based access, ensuring that it is not accessible to unauthorized users and is available only to designated stakeholders such as CEPT and the PLI Directorate for review, audit, and operational purposes.
c. The SI shall implement version control mechanisms, audit trails, and document management controls to ensure traceability of changes and prevent unauthorized modification or tampering.

d. Any updates or revisions to the documentation shall follow an approved change management process with proper authorization and logging, ensuring the integrity and authenticity of documents at all times.
e. The SI shall ensure timely updation of all documents to accurately reflect any changes, enhancements, or upgrades carried out during the project lifecycle.
f. All documentation prepared under this project shall be the exclusive property of the Department of Posts (DoP). The SI shall ensure that complete, accurate, and up-to-date documentation is fully shared with and accessible to DoP at all times during the contract period and shall remain available to DoP without restriction even after expiry or termination of the contract or exit of the SI. The SI shall not withhold, disable, or restrict access to any documentation under any circumstances.

2. Reporting and SLA Compliance

a. The SI shall establish a robust reporting framework and submit periodic (daily/weekly/monthly) reports covering system performance, SLA compliance, incidents, problem management, change requests, resource utilization, and security events.
b. The SI shall prepare and submit SLA performance reports in the prescribed format to CEPT for review and validation.
c. The SI shall provide ad-hoc reports, dashboards, and presentations as required by CEPT and the PLI Directorate, and support review meetings with relevant data and insights.
d. The SI shall ensure accuracy, timeliness, and completeness of all reports and shall highlight risks, issues, and mitigation measures.

3. Stakeholder Management and Coordination

a. The SI shall act as a coordination and facilitation layer among all stakeholders, including CEPT, PLI Directorate, cloud service providers (NIC/RAILTEL), network service providers, external agencies, auditors, and other third-party vendors.
b. The SI shall ensure effective communication, alignment of activities, and timely resolution of dependencies and issues across stakeholders.
c. The SI shall proactively identify gaps, track action items, and ensure closure within defined timelines, with appropriate escalation wherever required.
d. The SI shall support CEPT in interfacing with external entities for integration, infrastructure provisioning, security compliance, and operational coordination.
e. Successful bidder shall onboard the resources/tools/support in accordance with the timelines provided as part of the contract after duly taking explicit technical approval from CEPT.

4. Knowledge Management and Transfer

a. The SI shall establish a knowledge management framework, including creation and maintenance of knowledge repositories, FAQs, and best practices.

b. The SI shall ensure structured knowledge transfer to CEPT and other stakeholders during onboarding, transition, and throughout the contract period.

5. **Risk, Issue, and Change Management**

a. The SI shall implement a structured mechanism for identification, tracking, and mitigation of risks and issues related to the IMS project.
b. The SI shall support change and release management processes, ensuring minimal disruption and proper documentation of all changes.

6. **Compliance and Audit Support**

a. The SI shall ensure compliance with applicable Government policies, security standards, and audit requirements.
b. The SI shall provide necessary support during internal and external audits, including submission of required documents, logs, and evidence.

7. **EOS/EOSL Handling and Continuity of Services**

In the event that any supplied hardware or software, or any of its critical components, reaches EOS or EOSL during the contract period as mentioned in Section 4.8 “Contract Period” , the SI shall, at no additional cost to the Department of Posts (DoP), replace or upgrade the same with an equivalent or superior version that is fully supported by the OEM, ensuring continuity of functionality, performance, security updates, licensing validity, and compatibility with the existing environment.

8. **Business Continuity and DR Support**

a. The SI shall support business continuity planning and execution, including periodic Disaster Recovery (DR) drills and validation of DR readiness.
b. The SI shall ensure that all systems and processes are aligned with defined BCP/DR requirements.

Note : The System Integrator (SI) shall thoroughly review, understand, and adhere to the provisions of the Agreement executed between the Department of Posts and the Cloud Service Provider (CSP) of NIC/RAILTEL. The SI shall ensure that all activities related to the design, deployment, operation, and maintenance of the solution are fully aligned with the terms, conditions, standards, and guidelines specified in the said Agreement. This includes compliance with prescribed policies on infrastructure usage, security, data management, service provisioning, performance benchmarks, and regulatory requirements. The SI shall also ensure that its implementation approach, configurations, and operational practices do not violate or contradict any clause of the Agreement and shall coordinate with relevant stakeholders, including NIC/RAILTEL and the Department, wherever required to ensure seamless compliance and service delivery.

4.7 Acceptance Criteria

4.7.1 IMS Acceptance Criteria

The IMS solution shall be accepted by the PLI Directorate (PLI Dte.) only after successful completion of all prescribed testing and validation activities. This shall include User Acceptance Testing (UAT) conducted by the designated team of the PLI Dte., as well as performance testing and security audit (including VAPT) carried out by empaneled Third Party Agencies (TPAs). Final acceptance of the IMS solution shall be accorded by the PLI Dte. only upon satisfactory closure of all issues and submission of required test reports, certifications, and compliance confirmations.

4.7.2 SI Deliverables Acceptance Criteria

1. **Hardware and Software -** The acceptance of hardware and software including AI Data Centre components supplied by SI under the project shall be carried out through a structured, multi-stage process to ensure compliance with the specifications, quality standards, and performance requirements defined in the RFP and Agreement. The System Integrator (SI) shall be responsible for the supply, installation, configuration, and commissioning of all hardware and software components, and shall notify the Department upon readiness for acceptance.

   Initial acceptance shall be based on delivery verification and installation certification, confirming that all items supplied match the approved Bill of Materials (BoM), technical specifications, and quantities. This shall be followed by configuration validation and functionality checks to ensure that all components operate as intended within the overall IMS ecosystem.

   Subsequently, the SI shall assist validation of deliverable by Third Party Agencies (TPAs) appointed by DoP, as applicable. All identified defects, deviations, or non-compliances shall be rectified by the SI within stipulated timelines prior to final acceptance.

   Final acceptance shall be granted by the PLI Directorate only upon successful completion of all prescribed tests, submission of relevant documentation (including test reports, certifications, licenses, warranty documents, and as-built configurations), and satisfactory demonstration of system performance and stability. The SI shall also ensure that all hardware and software components are covered under warranty and support agreements from the date of final acceptance. Any partial acceptance, if required, shall be governed by mutually agreed terms and shall not absolve the SI of its overall responsibilities.

2. **Cloud readiness –**. Prior to production deployment, the SI shall conduct a comprehensive readiness assessment of the cloud environment provisioned by the CSP to verify that all infrastructure, platform, network, security, connectivity, monitoring, logging, backup, and disaster recovery components required for deployment and operations are available, correctly configured, and aligned with the approved architecture and deployment requirements. The SI

shall validate environment readiness, identify risks, gaps, dependencies, or configuration deficiencies, and document its findings in a Deployment Readiness Assessment Report (DRAR) for submission to the Department, CEPT, and CSP.

Where any gaps or deficiencies are identified, the SI shall coordinate with the CSP to implement and validate the necessary corrective actions and ensure closure of all deployment-related dependencies. The SI shall certify the environment as deployment-ready only after successful validation of all critical prerequisites and resolution of identified observations. Production deployment activities shall commence only upon acceptance of the DRAR and approval from the Department and CEPT confirming that the cloud environment is fit for deployment and subsequent operations.

Post submission and approval of the Deployment Readiness Assessment Report by CEPT confirming that all infrastructure, network, security, platform, monitoring, backup, and operational prerequisites have been validated; all critical and high-risk observations have been resolved or formally accepted; all deployment dependencies have been addressed by the CSP; and the SI has certified the environment as deployment-ready, with approval from CEPT and the Department to proceed with production deployment.

3. **Resources Deployment –** The System Integrator (SI) shall deploy resources in accordance with the roles, timelines, and staffing requirements specified in the RFP. The SI shall ensure that all proposed resources strictly meet the minimum qualification, experience, and skill criteria defined in the RFP and are suitable for the assigned roles within the IMS project.

   Prior to deployment, SI shall submit the detailed profiles, resumes, and supporting credentials of the proposed resources to CEPT for review and approval. CEPT shall evaluate the submitted documents to verify compliance with the prescribed criteria and may seek clarifications, conduct interactions/interviews, or request replacement of resources, if required. Only those resources who receive formal approval from CEPT shall be deployed on the project.

   Upon onboarding, the SI shall ensure that each resource formally joins and commences assigned responsibilities as per the project plan. The SI shall obtain a joining/acceptance report duly verified by the designated authority and submit the same to the PLI Directorate for final acceptance and record. Any replacement or rotation of resources during the contract period shall follow the same approval and acceptance process.

   The SI shall also ensure continuity of services by maintaining adequate backup resources and minimizing attrition risks. In case of non-performance or non-compliance with project requirements, CEPT/PLI Directorate reserves the right to request replacement of any deployed resource, and the SI shall provide a suitable replacement within the stipulated timelines without any additional cost.

4. **Deployment of Code in production –** The deployment of application code into the production environment shall be carried out in a controlled and following the successful completion of all

development activities and mandatory testing phases, including User Acceptance Testing (UAT), Performance Testing, and Security Testing (including VAPT). Upon successful completion of these activities, CEPT shall hand over the final, approved application docker image to the System Integrator (SI) for production deployment.

The SI shall be responsible for executing the deployment in accordance with the approved deployment plan, and rollback strategy, while ensuring environment readiness, configuration validation, and minimal disruption to services. The deployment activity shall be closely coordinated and monitored by SI, with clearly defined roles and responsibilities.

In the event of any issues, defects, or instability observed during deployment, the SI, in consultation with CEPT, shall initiate the rollback procedure and reschedule the deployment after necessary corrective and preventive actions are implemented. The SI shall ensure that all identified issues are resolved and validated prior to re-deployment.

Post successful deployment, the application shall undergo a stabilization and observation period of five (5) working days, during which system performance, functionality, and security shall be closely monitored. Any issues identified during this period shall be promptly addressed by the SI in coordination with CEPT.

Upon satisfactory completion of the stabilization period and confirmation of stable operations, CEPT shall recommend acceptance of the solution to the PLI Directorate, and the deployment shall be considered formally accepted only after such approval.

4.8 Contract Period

The total duration of the contract shall be five (5) years from the date of commencement of services or signing of the Agreement, whichever is later, and the commencement of services shall be within one (1) months from the date of signing of the Agreement.Based on the performance of the System Integrator (SI), project requirements, and at the sole discretion of the Department, the contract may be extended for an additional period of up to three (3) years, in three separate tranches of one (1) year each, on the same terms and conditions -. The decision for such extension shall be subject to satisfactory service delivery, compliance with contractual obligations, and continued requirements of the services. DOP would give the Bidder advance notice of 6 months of its intention to extend the contract.

4.9 Service Level Agreement (SLA)

The Cloud Service Provider (CSP) shall be responsible for the availability and operation of the underlying cloud infrastructure in accordance with the CSP's published SLAs. The System Integrator (SI) shall be responsible for the monitoring, and reporting of cloud services deployed on the CSP platform, within the scope defined herein.

The SI's SLA obligations are back-to-back aligned with the CSP's SLA and shall apply only to services under the SI's operational control.

Exclusions: The scope of services and associated Service Level Agreements (SLAs) applicable to the System Integrator (SI) shall expressly exclude responsibility for the Cloud Service Provider's (CSP's) underlying data centre facilities and physical infrastructure, including power, cooling, and building systems. Any failures, outages, or performance issues arising from the CSP's core cloud infrastructure or platform services shall be governed solely by the CSP's published SLAs. Services that are fully managed and supported by the CSP, where operational control remains with the CSP, are also excluded from the SI's SLA obligations. Additionally, the SI shall not be responsible for application-level issues, including defects in application code, business logic, or functional performance of software developed and owned by third-party vendors.

SI shall be responsible for functional performance of the application.

1. The SLAs have been logically segregated in the following categories:
   a. Availability Service Level
   b. Performance Service Level
   c. Miscellaneous SLA
2. The SLAs are applicable to both Cloud based data Centers and AI Data Center at CEPT Mysuru.
3. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract. Once Cloud landscape is finalized, any additional SLAs though not impacting application functionality but hampering the working of application may also be considered while finalizing the SLA process document. (Example: Knowledge transfer between two resources)

4.9.1 Availability SLA

S. No.	Severity	Parameter	Applicability	Target	Availability	Penalties (to be calculated every quarter for respective cost head)
1	2	Server, Storages, Network and Security solutions	AI Data centre at Mysuru	Minimum 99.5% uptime (24X7)	<99.5% & >=99%	1% of Quarterly Operation & Maintenance charges
					<99% &> = 98%	2% of Quarterly Operation & Maintenance charges
					<98%	(3% + Additional 0.5% for every 1% drop in availability) of Quarterly Operation & Maintenance charges

4.9.2 Performance SLA

S. No.	Severity	Parameter	Applicability	Description	Target	Penalties	Validation Tool/ Method
1	1	CPU Utilization	AI Data Center	CPU utilization levels during business hours should be less than 70%. Each occurrence, where peak CPU utilization stays above 70% for 30 minutes or more, shall be counted as 1 incident.	Maximum 70% utilization on any server	>0 & <=3 instances: 1% of Quarterly Operation & Maintenance charges >3 instances: 2 % Quarterly Operation & Maintenance charges	CCCC
2	1	Memory Utilization	AI Data Center	memory utilization levels during business hours should be less than 70%. Each occurrence, where memory utilization stays above 70% for 30 minutes or more, shall be counted as 1 incident.	Maximum 70% utilization on any server.	>0 & <=3 instances: 1% of Quarterly Operation & Maintenance charges >3 instances: 2 % Quarterly Operation & Maintenance charges	CCCC
3	1	Disk/Utilization	AI Data Center	disk utilization levels during business hours should be less than 70%. Each occurrence, where memory utilization stays above 70% for 30 minutes or	Maximum 70% utilization on any server.	>0 & <=3 instances: 1% of Quarterly Operation & Maintenance charges	CCCC

S. No.	Severity	Parameter	Applicability	Description	Target	Penalties	Validation Tool/ Method
				more, shall be counted as 1 incident.		>3 instances: 2 % Quarterly Operation & Maintenance charges	

Note: These SLA will not be applicable during the batch processes. These batch processes will be scheduled in non-working hours.

4.9.3 Miscellaneous SLA

In addition to the Service Level Agreements (SLAs) defined in this RFP, the penalties specified herein shall apply. SLAs shall be enforced on the System Integrator (SI) only for incidents or non-compliances that are solely attributable to the SI. CEPT shall review such cases and provide recommendations to the PLI Directorate.

4.9.3.1 Delay in Team Mobilization

Definition and Description	This is related to any delays observed in Team mobilization and onboarding of the team members for the IMS project at the time of Project initiation.
Service Requirement	SI to mobilize the team members as per the proposed mobilization plan. The following SLA will apply: **Within 2 weeks from Contract signing date:** Key resources (L3 & Managers) as identified in IMS RFP **Within 4 weeks from Contract signing date:** Minimum 80% of the Teams **Within 8 weeks from Contract signing date:** Full Team as per proposal submitted by Bidder.
Measurement of Service Parameter	To be measured in Number of days of delay from the date of signing of the MSA.

Definition and Description	This is related to any delays observed in Team mobilization and onboarding of the team members for the IMS project at the time of Project initiation.
Liquidated Damages for non-achievement of Service Parameter	If the SI is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following: -

Delay in Team Mobilization	Liquidated Damages as a % of Total Implementation Capex
<= 10 days	0.01 %
>10 days and <= 20 days	0.02 %
>20 days	0.05%
>8 weeks	0.1%

4.9.3.2 **Change in Key Personnel vis-à-vis Names proposed at the time of Bidding.**

Definition and Description	This shall be applicable in case the Key Personnel team deputed on the project does not consist of same members whose names were proposed in the bid/Project Start.
Service Requirement	There should not be any deviation in Key personnel as specified in this RFP whose names were proposed in the bid/Project Start Allowed only with prior approval.
Measurement of Service Parameter	No change in the proposed Key personnel except with prior approval of DoP. Replacement of Key Personnel may be permitted only under unavoidable circumstances such as resignation, illness, accident, inadequate performance, or personality conflicts. The personnel replaced should be substituted with personnel having equivalent or higher qualifications and equal or higher marks (as obtained during technical evaluation) than the respective replaced personnel
Liquidated Damages for non-achievement of Service Parameter	If the SI is not able to meet the above defined requirement, then any deviation from the same would attract a penalty as per the following:-

Number of Key personnel Changed	Liquidated Damages as a % of Total Implementation Capex / Opex - as applicable
1 to 2	0.02%
3 to 4	0.05 %
5 to 6	0.1 %

For each additional change, Liquidated Damages of 0.1% of Total Implementation Capex will be levied as additional Liquidated Damages.

4.9.3.3 **Replacement of Personnel during project execution**

<table>
<tr><th>Definition and Description</th><th>This shall be applicable in case the Personnel deputed on the project are replaced due to various reasons such as Resignation or long leaves, during the entire life of the project.</th></tr>
<tr><td>Service Requirement</td><td>In case any of the key team personnel moves out of the project due to reasons such as resignation, long leaves (> 15 days) etc., then any such incident must be formally notified to DoP within 5 days of the decision taken by the personnel/SI, along with reason for movement. The SI shall be responsible for replacing the outgoing personnel with another resource having equivalent skills and experience and seek approval from SI for the replacement of the old resource with the newly proposed resource. Further, Bidder shall ensure that the minimum 15 days handover-takeover completed unless explicitly approved by DoP. This will be applicable for the entire life of the project.

No change in the proposed Key personnel except with prior approval of DoP. Replacement of Key Personnel may be permitted only under unavoidable circumstances such as resignation, illness, accident, inadequate performance, or personality conflicts. The personnel replaced should be substituted with personnel having equivalent or higher qualifications and equal or higher marks (as obtained during technical evaluation) than the respective replaced personnel</td></tr>
<tr><td>Measurement of Service Parameter</td><td>Measured as number of days elapsed between the decision taken by the personnel/SI for moving out of the project and date when the intimation is sent to DoP about this movement along with the plan for replacement of those personnel and completion of handover – takeover process.</td></tr>
<tr><td>Liquidated Damages for non-achievement of Service Parameter</td><td>If the SI is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:
<table>
<tr><th>Number of days taken to intimate DoP about replacement of personnel</th><th>Liquidated Damages as a % of Total Implementation Capex / Opex – as applicable</th></tr>
<tr><td>>=6 and <10</td><td>0.02%</td></tr>
<tr><td>>=10 and <15</td><td>0.05 %</td></tr>
<tr><td>>=15 and <20</td><td>0.1 %</td></tr>
</table></td></tr>
<tr><td></td><td>For each additional week or part thereof after 20 days, Liquidated Damages @ 0.1% of the Total Implementation Capex / Opex – as applicable will be levied as additional Liquidated Damages. This will be applicable for each key resource movement done.</td></tr>
</table>

4.9.3.4 Back-to-Back support agreement with OEM

Definition and Description	The SI shall ensure that a detailed report of the Root cause of each P1& P2 incident, along with the mitigation and permanent resolution, is submitted to DOP within the stipulated timeframe.
Service Requirement	All the hardware and software should have back-to-back suitable agreement with respective OEMs. Proof of the same to be submitted to DoP.

Measurement of Service Parameter	SI will submit the proof of back-to-back agreement with OEM to DoP at least one week before the expiry of previous agreement.
Liquidated Damages for non- achievement of Service Parameter	0.2% of Quarterly O&M charges per week for each solution or component.

4.10 Timelines, Milestone and Payment Schedule

The project shall be executed in accordance with the timelines and milestones defined in the RFP and finalized during contract signing. The System Integrator (SI) shall adhere to the agreed schedule and achieve each milestone within the stipulated time. Payments shall be linked to successful completion and acceptance of defined milestones by the Department/PLI Directorate, based on verification of deliverables and compliance with specified requirements. Any delay in milestone achievement may attract applicable penalties as per SLA/contract provisions, while timely and satisfactory completion shall enable release of corresponding payments as per the agreed payment schedule.

4.10.1 Implementation Payment

Milestone Number	Milestone	Applicability (IMS Application / AI Data Centre)	Timelines in weeks	Payment Terms	Remarks
M1	Signing of Contract and project kick-off	IMS Application and AI Data Centre	T	10% of 'Total of Implementation Capex' (Sum of Software & Licenses, Hardware and Human Resources - Implementation) against Advance Bank Guarantee	-
M2	Submission of Project Plan with detailed activities, timelines and dependencies and team onboarding.	IMS Application and AI Data Centre	T+2	5% of 'Total of Implementation Capex' (Sum of Software & Licenses, Hardware) and (Human Resources - Implementation)	-
M3	Design – AI Data Centre	AI Data Centre	T+8	5% of 'Total of Implementation Capex' ((Sum of Software & Licenses, Hardware) and Human Resources - Implementation)	-

Milestone Number	Milestone	Applicability (IMS Application / AI Data Centre)	Timelines in weeks	Payment Terms	Remarks
M4	Software Delivery	IMS Application	T+4	50% of Software cost (On Actual)	CEPT will provide final list of software to be procured to SI within one week of signing of contract.
M5	Cloud readiness including Software Installation & Configuration and Submission of 'Deployment Readiness Assessment Report (DRAR)' on cloud readiness	IMS Application	T+ 6	20% of Human Resource - Implementation (Cloud). 10% of Software and Licenses Cost	-
M6	Handover - Takeover of IMS Application	IMS Application	T+8	20% of Human Resource - Implementation (Cloud).	CEPT will provide training to SI and SI to ensure all required resources are onboarded.
M7	IMS Application Testing including Functional, Performance Testing and deployment of Code to Production	IMS Application	T+10	10% of Human Resource - Implementation (Cloud).	-

Milestone Number	Milestone	Applicability (IMS Application / AI Data Centre)	Timelines in weeks	Payment Terms	Remarks
M8	Deployment of Code to NGC/RailTel Cloud in Production environment.	IMS Application	T+11	25% of Human Resource - Implementation (Cloud). 15% of Software and Licenses Cost	The final code will be handed over to SI by CEPT for deployment.
M9	**O&M IMS Application**	**IMS Application**	**Go-Live of IMS Application**		
M10	Supply of IT Hardware	AI Data Centre	T+24	50% of IT Hardware cost delivered, 50% of AI Data Center Software delivered, and 20% of Human Resource -Implementation (AI Data Centre)	-
M11	Commissioning of IT Hardware	AI Data Centre	T+28	20% of IT Hardware cost delivered and 20% of Software related to AI Data Center 50% of Human Resources - Implementation (AI Data Centre)	-
M12	**O&M of AI Data Centre**	**AI Data Centre**	**Go-Live of AI Data Centre**		
M13	Completion of Project (IMS and AI Data Centre)	IMS Application and AI Data Centre		10% of 'Total of Implementation Capex' (Sum of Software & Licenses, Hardware and Human Resources - Implementation)	Balance payment after reconciliation of all Capex deliverables,)

Note:

1. Payment towards Human Resources (T&M) shall be released on a quarterly basis upon completion of the respective quarter.
2. Payment towards Data Centre relocation shall be released upon successful relocation and commissioning of all hardware/components as specified in the RFP.
3. Operation & Maintenance (O&M) services for the IMS Application and AI Data Centre shall be managed and billed separately.

4. The O&M cycle for both deliverables (IMS Application & AI Data Centre) and Human Resources (T&M) shall be aligned to standard calendar quarters, i.e., ending on 31st March, 30th June, 30th September, and 31st December. Accordingly, the payment and applicable SLA calculations for the first quarter shall be considered on a pro-rata basis.
5. The timelines shall account for a period of up to three (3) days for the Department of Posts (DoP) to carry out review and provide approval at each applicable stage. In the event that the review and approval process exceeds the stipulated duration, the subsequent and dependent milestones shall be correspondingly extended, without any penalty to the System Integrator (SI).

4.10.2 O&M Payment

Operations & Maintenance (O&M) for the IMS shall commence only after the IMS application has gone live and the AI Data Center has been commissioned, whichever occurs later. Payment towards O&M services shall be made on a quarterly basis, with equated quarterly payments applicable for each respective year of the O&M period.

5 Part 3: Draft Contracts

5.1 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 Chief General Manager (CGM), PLI Directorate, Department of Posts, Ministry of Communications, Government of India having its office at 1st Floor Chanakyapuri PO Complex, New Delhi-110021, 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 ‘bidder’ 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 System Integrator (SI) for supply, installation, configuration, commissioning, Integration, Migration, monitoring / maintenance, testing, operations and support for Insurance Management Solution (IMS) to Department of Posts (DoP) (hereinafter referred to as “Project”):

2. In furtherance of the same, DoP undertook the selection of a suitable bidder through a competitive bidding process available on Central Public Procurement Portal (CPP Portal) 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 bidder on the basis of the bid response set out as Annexure A of this Agreement (hereinafter referred to as the “Proposal”), to undertake the execution of the Project.

4. DoP has agreed to appoint the bidder for executing the work as per the terms of the RFP and has issued a letter of award dated ____notifying the bidder of its selection as successful bidder (hereinafter referred as “Letter of Award” / “LOA”);

5. The SI, according to its Proposal, undertakes to implement the Project on the terms and conditions specified in this MSA and the RFP and any subsequent corrigendum.

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

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

5.1.1 Definitions and Interpretations

5.1.1.1 **Definitions:** Terms and expressions used in this Agreement shall have the meanings set out below

1. **Adverse Effect:** means material adverse effect on:

   a the ability of the SI or DoP to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or

   b the legal validity, binding nature or enforceability of this Agreement;

2. **Agreement:** means this 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 (together with Annexures) issued by DoP, Scope of work, Schedules, referenced documents and all amendments/addendums, corrigendum, and changes thereto;

3. **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;

4. **Confidential Information:** shall mean and include, without limitation, any and all information, data, materials, knowledge, or know-how, whether written, oral, electronic, visual, digital, or in any other form or medium and whether marked or identified as confidential or not, that is disclosed or made available by one Party (the “Disclosing Party”) to the other Party (the “Recipient”) in connection with this Agreement and/or the Project, whether prior to, on, or after the Effective Date.

   a. Confidential Information shall include, inter alia: all commercial, technical, scientific, operational, administrative, financial, legal, regulatory, marketing, strategic, or business information;

b. all information relating to systems, applications, methodologies, processes, technologies, architectures, designs, specifications, source code, object code, software, algorithms, data models, documentation, diagrams, flow charts, quality manuals, guidelines, research and development activities, intellectual property, trade secrets, inventions, pricing, budgets, forecasts, proposals, and plans;
c. Department of Posts' data, including but not limited to customer data, citizen data, operational data, transactional data, logs, records, databases, registers, books, notes, photographs, audio, video, or other computer-readable or physical materials;
d. information relating to the Disclosing Party's clients, customers, licensors, alliance partners, vendors, contractors, consultants, advisors, employees, officers, or authorized agents;
e. information disclosed directly or indirectly, including information disclosed to a third party at the request of the Recipient; and
f. any information learned, obtained, derived, inferred, or created by the Recipient through observation, access, analysis, interpretation, compilation, testing, evaluation, or processing of any Confidential Information.

For the avoidance of doubt, all information disclosed, accessed, or generated in connection with the Project, including during discussions, negotiations, meetings, presentations, demonstrations, site visits, implementation, operation, maintenance, or support activities, shall be deemed to be Confidential Information.

Confidential Information shall also include the confidential information of the Department of Posts' clients, customers, licensors, alliance partners, contractors, and advisors, disclosed or made available to the Recipient in connection with the Project.

Confidential Information does not include the information:

a. which was rightfully known to the Receiving Party or which was rightfully in the Receiving Party's possession prior to its receipt from the Disclosing Party;
b. which is presently publicly available or a matter of public knowledge generally;
c. disclosure of which is necessary to comply with law or the valid order or requirement of a governmental agency or court of competent jurisdiction;
d. The Receiving Party can prove that it was independently developed by it.

Personal Data and Sensitive Personal Data: "Personal Data" shall have the meaning assigned to it under the Digital Personal Data Protection Act, 2023, and shall mean any data about an individual who is identifiable by or in relation to such data, directly or indirectly.

"**Sensitive Personal Data**" shall mean such categories of personal data as may be prescribed or notified under applicable laws of India, as amended from time to time, including but not limited to data relating to passwords, financial information, health or medical records, official identifiers, biometric data, genetic data, sex life or sexual orientation, transgender or intersex status, caste or tribe, religious or political beliefs or affiliations; and any other category of data recognized as sensitive under applicable law.

Personal Data and Sensitive Personal Data shall form an integral and inseparable part of Confidential Information.

Data Protection and Statutory Compliance The Recipient shall collect, access, process, store, use, share, transfer, and retain Confidential Information, including Personal Data and Sensitive Personal Data, strictly in accordance with:

a) the Digital Personal Data Protection Act, 2023, and the rules, regulations, directions, and guidelines issued thereunder;
b) applicable Government of India, MeitY, Department of Posts, and NIC/RAILTEL policies, circulars, and security guidelines; and
c) the terms and conditions of this Agreement.
The Recipient shall implement appropriate technical and organizational measures, including reasonable security safeguards, to prevent unauthorized access, disclosure, alteration, loss, or destruction of Confidential Information.

Identification of Confidential Information: Confidential Information disclosed in written or electronic form and marked as “Confidential”, or disclosed orally or visually and identified as confidential at the time of disclosure, shall be treated as Confidential Information.

Notwithstanding the absence of any such marking or identification, information which, by its nature or the circumstances of its disclosure, ought reasonably to be regarded as confidential shall be treated as Confidential Information.

Survival: The obligations relating to confidentiality and protection of Confidential Information shall survive the expiry or termination of this Agreement and shall remain binding for such period as prescribed under applicable law or as specified elsewhere in this Agreement, whichever is longer.

5. **Control:** means, in relation to any business entity, the power of a person to secure 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 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.

6. **Deliverables:** shall have the meaning ascribed to it under this RFP.

7. **Department Posts Data:** 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;

8. **Effective Date**: shall have the same meaning as ascribed to it in Clause 5.1.3

9. **Force Majeure**: shall have the same meaning as ascribed to it in Clause 5.1.15

10. **Force Majeure Costs: shall have the same meaning ascribed to it in Clause 5.1.15.4**

11. **GoI: means the Government of India;**

12. **Indemnifying Party: shall have the same meaning as ascribed to it in Clause 5.1.14.1**

13. **Indemnified Party: shall have the same meaning ascribed to it in Clause 5.1.14.1;**

14. **Intellectual Property Rights or IPR:** 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 Software / Preexisting work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);

15. **Material Breach:** means a breach by either Party (Department of Posts or Bidder) 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;

16. **Project:** The activities to be performed by SI for performing of activities mentioned in RFP, including the Scope of Work.

17. **Performance Guarantee:** means the guarantee provided by a Nationalized Bank in favour of the SI. The amount of Performance Security shall be 5% of the total contract value (including taxes). This performance security shall be valid till sixty days beyond the completion of the contractual obligations including warranty obligations.

18. **Replacement SI:** 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;

19. **Required Consents:** 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;

20. **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 Bidder including ICT tools as specified in this RFP and includes all Deliverables to be provided as part of the Services or Scope of Work.

21. **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 Bidder as described in this RFP including the scope of work;

22. **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 successful bidder to meet its obligations under this Agreement which includes all the requirements mentioned under RFP & scope of work.

23. **Stakeholders:** means Department of Posts or its nominated agencies, its employees of, and to professionals, its consultants, etc.

24. **System:** means all the components of Project

25. **Term:** Shall have the meaning ascribed to it under Clause 5.1.3

26. **Total Value of Contract:** means the amount quoted by the SI (inclusive of taxes) in its commercial proposal

27. **Third Party Systems:** means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the DoP or Bidder and to which Bidder has been granted a license to use and which are used in the provision of Services

5.1.1.2 Interpretation

In this Agreement, unless otherwise specified:

1. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, subclauses, paragraphs, schedules and annexures to this Agreement;

2. use of any gender includes the other genders;

3. references to a ‘company’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

4. 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);

5. 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:

6. any reference to a ‘day’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;

7. 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.

8. references to times are to Indian Standard Time

9. 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

10. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

5.1.1.3 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.

5.1.1.4 Ambiguities within Agreement

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

1. 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;

2. 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

3. as between the provisions of the Agreement and the RFP and the Proposal, the Agreement shall prevail

4. 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

5. as between any value written in numerals and that in words, the value in words shall prevail.

6. as between any terms & conditions enumerated under any documents provided by bidder including but not limited to invoices, certifications, declarations, etc., covenants of RFP and Agreement shall prevail, subject to this Agreement.

5.1.1.5 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:

1. Valid and authorized amendments issued to this Agreement

2. This Agreement

3. Service Levels/SLA

4. NDA Agreement and Integrity Pact

5. Schedules and Annexures of this Agreement

6. Letter of Award

7. The RFP along with subsequently issued corrigenda/clarifications

8. Any other document listed in RFP as forming part of this Agreement

9. Technical and financial proposal submitted by the Bidder, to the extent they along with subsequently issued clarifications furnished by the Bidder 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 Bidder with their clarifications and responses to RFP.

5.1.2 Scope of Work

1. In consideration of the award of the work under the RFP to Bidder and undisputed payments to be made by DoP to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the DoP to provide the Services as detailed under Scope of Work as detailed under this RFP along with clarifications thereof, and Annexures thereunder and to remedy defects therein in conformity in all respects with the provisions of the Agreement.

2. DoP hereby covenants to pay such undisputed amounts to the bidder 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.

3. Without prejudice to the generality of clause 5.1.2.2 above, the bidder 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, 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 of this RFP and clarification thereof, and Annexures thereunder).

5.1.3 Term and Duration of the Agreement

This Agreement shall come into effect from the date of signing of the contract or such date as may be decided by DoP, whichever is later, and shall remain valid for the period specified in the Section 4.8 "Contract Period" section of the RFP. The price /agreed in this Agreement would form the basis for commercials for any such extension as mentioned in the Section 4.8 " Contract Period ". The Agreement shall continue till the date of the completion of the operation and maintenance to the DoP, unless terminated earlier (as per Clause 5.1.13), in which case the Agreement will get terminated on fulfillment of all obligations mentioned as per Clause 5.1.13 and Schedule III (i.e. Exit Management Schedule).

5.1.4 Conditions Precedent

5.1.4.1 Provisions to take effect upon fulfilment of Conditions Precedent

The rights of the Bidder 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.

5.1.4.2 Conditions Precedent of the Bidder

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

1. to provide an unconditional, irrevocable and continuing Performance Security/Guarantee, equivalent 5% of the total contract value (including taxes) in a form and manner acceptable to DoP within 14 calendar 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 Bidder till completion of scope of work as mentioned in this RFP and sixty (60) days beyond the date of completion of all contractual obligations including warranty obligations.

2. 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 Bidder.

3. 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.

4. Furnish such other proofs and requisite records/data, as required by DoP under the RFP.

5.1.4.3 Extension of time for fulfilment of Conditions Precedent

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.

5.1.4.4 Non-fulfilment of the Bidder's Conditions Precedent

1. In the event that any of the Conditions Precedent of the Bidder 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 (in writing), this Agreement shall cease to exist;

2. In the event that the Agreement fails to come into effect on account of non-fulfillment of the Bidder's Conditions Precedent, the DoP shall not be liable in any manner whatsoever to Bidder and the DoP shall forthwith forfeit the Earnest Money Deposit, if taken.

3. In the event that possession of any of the DoP or its nominated agencies' facilities has been delivered to the Bidder 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.

5.1.5 Key Performance Measurement

1. Unless specified by the DoP to the contrary (in writing), the Bidder 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 this RFP.

2. 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.

3. 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 Bidder to provide more resources, outside the agreed scope of work, the DoP shall bear mutually agreed additional expenses for the same.

4. The Bidder 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 Bidder shall be responsible for and shall ensure that all the Services are performed following the specifications and that the Bidder's personnel complies with such specifications and all other standards, terms and other stipulations/conditions set out here.

5.1.5.1 Obligations under Service Levels and Change of Control

1. **Service Levels**:

a The Bidder 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 Bidder 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 Bidder 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 Bidder 's team complies with such specifications and all other standards, terms, and other stipulations/conditions set out hereunder.

d The Bidder 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 Bidder 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 Bidder 's Team and Third parties.

e 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.

2. **Change of Control**

a In the event of a change of control of the Bidder during the Term, the Bidder shall notify within 7 (seven) calendar days to DoP.

b In the event that the net worth of the surviving entity is less than that of Bidder 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 in the same format as mentioned in this RFP (with same or higher value, furnished by the Bidder from a guarantor acceptable to the DoP (which shall not be Bidder 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 5.1.13.5 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that DoP reserves the right to terminate the Agreement without any obligation to bidder, if post, such change in control, the resultant entity doesn't confirms the requirements of RFP.

5.1.5.2 Liquidated Damages and Service Levels

Time shall be of the essence of the Agreement, and all delivery timelines and service levels specified in this RFP shall be binding on the Bidder. The Bidder shall perform and complete the Scope of Work in accordance with the prescribed timelines and Service Level Requirements (SLRs) to the satisfaction of the Department of Posts (DoP).

In the event of any delay or failure to meet the timelines or service levels for reasons attributable to the Bidder/System Integrator (SI), DoP shall be entitled, without prejudice to its other rights and remedies under the RFP, the Agreement, and applicable law, to levy liquidated damages as specified in the SLRs, including by deduction from the Performance Bank Guarantee or from payments due to the SI, at the agreed rates for each week or part thereof of delay, subject to a maximum of ten percent (10%) of the total annual contract value for the respective contract year and the overall cap specified in the RFP.

Payment or deduction of liquidated damages shall not relieve the SI of its contractual obligations, and in the event the liquidated damages exceed the prescribed cap, DoP shall have the right to terminate the Agreement for default, with consequences as provided therein. Any variation in the scope of Services or Deliverables under the Service Levels shall be come into force only with the prior written agreement of DoP and Bidder.

5.1.6 Representations and Warranties

5.1.6.1 Representations and warranties of the Bidder

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

1. 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;

2. It is a competent provider of a variety of information technology and business process management services;

3. 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;

4. It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

5. In providing the Services, it shall use best endeavors not to cause any unnecessary disruption to DoP's normal business operations;

6. 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;

7. The information furnished in the Proposal is true and accurate as submitted by Bidder in all respects as of the date of this Agreement;

8. 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;

9. 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;

10. 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;

11. It has complied and during all the times during the existence of the Agreement or till the time any data or records are stored or accessible by the bidder, shall comply with all the Applicable Laws in all material respects including but not limited to data protection laws, DPDP Act, 2023, IT Act, 2000 or any other specified rules and ordinances specified under RFP. Further, bidder warrants that it has not

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

12. 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

13. 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, bidder has also signed integrity pact separately with DoP as specified in this RFP.

14. That the Bidder 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 Bidder has proposed to supply under this Agreement free from all claims, titles, interests and liens there on;

15. That the representations made by the Bidder 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 Bidder shall be bound by all the terms of the Agreement.

16. Bidder represents if there is any occurrence of event which is contrary to any covenants under this clause 5.1.6 or if it breaches any of the covenants herein, it shall inform the same to DoP, within a maximum period of 7 (seven) days from the date of such breach or such occurrence.

5.1.6.2 Representations and warranties of the DoP

DoP represent and warrant that:

1. 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;

2. 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;

3. it has the financial standing and capacity to perform its obligations under the Agreement;

4. 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;

5. 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;

6. it has complied with Applicable Laws in all material respects.

5.1.7 Obligations

5.1.7.1 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:

1. To provide any reasonable support through personnel to design, deploy, implement and operate the system (components of Project) /application / solution/services during the Term;

2. DoP will ensure access to the data (including in electronic form wherever available) as may be required reasonably.

5.1.7.2 Obligations of the Bidder

1. It shall provide to the DoP or its nominated agencies, the Services, software, tools, hardware and personnel as specified by the DoP as per the terms of this Agreement and detailed under this RFP. It shall conduct Services review sessions with DoP and its comments for changes has to be complied by the Bidder.

2. It shall perform the Services as set out in clause 5.1.2 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 this RFP.

3. It shall ensure that the Services are being provided as per the terms and Project timelines set out in this RFP.

4. Additional roles and responsibilities of Bidder: as specified under this RFP.

5.1.8 Approvals and Required Consents

1. The Bidder shall procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “Required Consents”) necessary for the Bidder to provide the Services. The costs of such Approvals shall be borne by Bidder.

2. DoP may assist Bidder 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 Bidder 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 Bidder 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 Bidder's obligations are not dependent upon such Required Consents.

5.1.9 Use of Assets by the Bidder

During the Term, the Bidder shall:

1. 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 Bidder (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

2. keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Bidder takes control of and/or first uses the Assets and during the entire Term of the Agreement.

3. ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Assets;

4. take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Bidder or as may, in the reasonable opinion of the Bidder, be necessary to use the Assets in a safe manner;

5. ensure that the Assets that are under the control of the Bidder, are kept suitably housed and in conformity with Applicable Law and terms agreed with DoP;

6. 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;

7. 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.

8. Take all such reasonable steps as mentioned in scope of work.

5.1.10 Access to the DoP's Locations or its Nominated Agencies

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

   a reasonable access, to the location where services are to be performed.

   b 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 Bidder to perform its obligations hereunder and under the SLA/ Service Levels.

Bidder understands that DoP shall not be responsible for any bodily injury, harm or death caused to any personnel, employee or authorized representative of Bidder, if they don't abide by the code of conduct, safety and security policies of DoP, while being at DoP's locations or premises.

2. **Limitation on access to locations**: Access to locations, office equipment and services shall be made available to the Bidder on an "as is, where is" basis by DoP or its nominated agencies, as the case may be, subject to prior written intimation to DoP and then approved from DoP. The Bidder 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:

   a for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or

   b 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

   c For their own purpose or for conducting their own business or for providing services to any third party.

5.1.11 Management of Project

5.1.11.1 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.

5.1.11.2 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.

5.1.11.3 Security and Safety

1. The Bidder 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.

2. Bidder shall also comply with DoP's or the Government of India's, and the respective State's security standards and policies and all other rules and policies relating to provision of Services, in force from time to time at each location of which DoP or its nominated agencies make Bidder aware in writing in so far as the same apply to the provision of the Deliverables and the Services.

3. 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.

4. The Bidder 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.

5. As per the provisions of the Service Levels, SLA or this Agreement, the Bidder 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.

5.1.11.4 Cooperation

DoP shall reasonably cooperate with the bidder, in case any information or query is raised by the bidder, during the Services . Further, the Bidder agrees to co-operate with the consultants, contractors and stakeholders of DoP as reasonably requested in order to accomplish the purposes of this Agreement.

5.1.12 Financial Matters

5.1.12.1 Terms of Payment

1. Subject to the provisions of this Agreement and subject always to the fulfilment by the bidder of its obligations herein, in consideration of the obligations undertaken by the bidder under this Agreement, the DoP shall pay such undisputed amounts to the bidder 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.

2. No invoice for extra work/change order on account of change order will be submitted by the bidder unless the said extra work/ change order has been authorized/ approved by the DoP in writing following the clause on Change Order.

3. In the event of the DoP noticing at any time that any amount has been disbursed wrongly to the bidder or any other amount is due from the bidder to the DoP, the DoP may without prejudice to its rights to recover such amounts by other means, after notifying the bidder to deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the bidder. The bidder 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 bidder.

4. All payments are subject to deductions of applicable liquidated damages as provided for in the Agreement or RFP or SLA detailed in this RFP. 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 bidder to meet the Timelines and/or Service Level

5. 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. Further, DoP shall not be liable to pay for any Invoices, if the Services so provided by the bidder doesn't conforms to the specification laid down by DoP under the RFP, scope of work including this Agreement and is not to the reasonable satisfaction of the DoP.

6. The bidder 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.

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

8. The bidder 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, without incurring any additional costs upon DoP.

9. **Payment against time barred claims**: All claims against DoP shall be legally time-barred after three years (3 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.

5.1.12.2 Invoicing and Settlement

1. The bidder shall submit its invoices in accordance with the following principles:

    a Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the bidder shall raise an invoice to DoP as per Schedule IV of this Agreement; and

    b Any invoice presented in accordance with this Clause shall be in a form agreed with DoP.

2. The bidder 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 this RFP and Clause 5.1.12.1 of this Agreement.

3. Payment will be released, subject to the accomplishment of obligations of the bidder 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 bidder as per the SLA criteria specified in the SLA. The invoices will be paid within 45 days of receipt of acceptance of the invoice(s).

4. DoP shall be entitled to delay or withhold payment of any invoice or part of it delivered by the bidder 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 bidder. 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 to the satisfaction of DoP. Any exercise by the DoP under this Clause shall not entitle the bidder to delay or withhold the performance of its obligations or delivery of Deliverables/ Services under this Agreement.

5. 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.

6. The bidder shall be solely responsible to make payment to its sub-contractors if they are expressly approved by the DoP to work with the bidder.

5.1.12.3 Tax

1. All payments to the bidder 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 bidder 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 bidder is liable, the same shall be deducted by the DoP from any dues to the bidder. All payments to the bidder 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 bidder on a chargeable basis. The bidder 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.

2. The bidder shall bear all personnel taxes levied or imposed on bidder and/or its personnel (where applicable), vendors, consultants etc. on account of payment received under this Agreement. The bidder shall bear all corporate taxes, levied or imposed on the bidder on account of payments received by it from the DoP for the work done under this Agreement. The bidder 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 bidder from the DoP for work done under the Agreement. It shall be the responsibility of the bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The bidder shall also provide the DoP such information, as it may be required regarding the bidder details of payment made by the DoP under the Agreement for proper assessment of taxes and duties. The bidder shall bear all the taxes if any, levied on the bidder. The amount of tax withheld by the DoP shall always be in accordance with Indian Tax Law and DoP shall promptly furnish to the bidder, original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The bidder 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.

3. The bidder 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 bidder’s responsibility.

4. Payment agreed to be made by the DoP to the bidder 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 bidder shall submit a formal request with necessary supporting documents to the DoP. DoP shall verify these documents and

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

5. 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 bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to the bidder 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 bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

6. 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:

a any resale certificates;

b any relevant information regarding out-of-state or use of materials, equipment, or services; and

c any direct pay permits, exemption certificates or information reasonably requested by the other Party.

5.1.13 Events of Default, and Termination

5.1.13.1 Events of Default by bidder

1. The failure on the part of the bidder 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 bidder. The events of default as mentioned above may include, inter-alia, the following:

a The bidder 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 bidder 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 bidder to comply with any stipulations or standards as laid down by the DoP; or

c The bidder 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 bidder has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, concerning any of the terms of its Proposal, the RFP and this Agreement;

e There is a proceeding for bankruptcy, insolvency, or winding up or there is an appointment of the receiver, liquidator, assignee, or similar official against or concerning the bidder;

f The bidder or its team has failed to comply with or is in breach or contravention of any Applicable Laws;

g The bidder has failed to comply with any terms and conditions of this Agreement provided the failure is for the reasons directly attributable to the bidder;

h Undue delay in achieving the agreed timelines for delivering the services under this Agreement provided the delay is for the reasons directly attributable to the bidder;

i Quality of Deliverables and services not being as per the agreed scope or specifications.

2. 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 bidder, setting out specific defaults/deviances/omissions and providing notice of up to thirty (30) days to enable the bidder to remedy the default/deviances/omissions committed.

3. Where despite the issuance of a default notice to the bidder by the DoP the bidder fails to remedy the default as per the agreed scope, to the satisfaction of the DoP, the DoP may, where it deems fit, issue to the bidder 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 5.1.13.2 below.

5.1.13.2 Consequences for Events of Default

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

1. As soon as a breach of contract is noticed, a show-cause ‘Notice of Default’ shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately. Further, DoP may temporarily withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete. The bidder shall in addition take all available steps to minimize loss resulting from such event of default.

2. Suspend all payments to the bidder under the Agreement (except the payments for the services already delivered as per scope, without any default, by the Bidder) by written notice of suspension to

the bidder provided that such notice of suspension shall (a) specify the nature of failure, and (b) request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

3. Terminate the Agreement in full, however, DoP shall be liable to make payments for the services delivered as per scope, without any default, by the Bidder to DoP till the date of termination without any other obligation towards bidder.

4. Retain such amounts from the payment due and payable by the DoP to the bidder as may be required to offset any losses caused to the DoP as a result of such event of default and the bidder shall compensate the DoP for any such legitimate loss, damages or other costs, incurred by the DoP in this regard, however such compensation shall limited and capped as per clause 5.1.14.5.

5. Invoke the Performance Security Deposit and/or other Guarantees/EMD/Insurance Surety Bond/or such other guarantees or amounts / securities as required as per this RFP (as the case may be) furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the bidder that may have resulted from such default and pursue such other rights and/or remedies that may be available to the DoP under law.

5.1.13.3 **Termination for Breach/ Default**

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

1. Where the DoP believes that there has been such Event of Default on the part of the bidder which would make it proper and necessary to terminate this Agreement and may include failure on the part of the bidder to respect any of its commitments concerning any part of its obligations under its Proposal, the RFP or under this Agreement.

2. Where it comes to the DoP's knowledge that the bidder (or the bidder's Team) is in a position of actual conflict of interest with the interests of the DoP, concerning any of the terms of the bidder's Proposal, the RFP or this Agreement.

3. DoP may terminate this Agreement due to reason specified in clause 5.1.5.1.2 (Change of Control).

4. DoP may terminate the Agreement if it comes to knowledge of the DoP that the bidder or any of the bidder's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

5. For avoidance of doubt and for clarity, DoP may terminate the Agreement or suspend the work with bidder, without any payment obligations, with immediate effect, if its mandated as per the rules and policies or orders of Government of India or the nature of default is such, where it becomes impractical for DoP to continue procuring Services from the bidder however, DoP shall be liable to make payments

for the services delivered as per scope, without any default, by the Bidder to DoP till the date of termination.

5.1.13.4 Termination for Convenience

Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

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Upon termination for convenience, the bidder is entitled to compensation against all the services rendered, legitimate outstanding fees and costs borne by the bidder, and the payment of legitimate costs to wind-up the services (unless the termination was occasioned by the default of the bidder as per this Agreement).

5.1.13.5 Effects of Termination

1. 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 bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor bidder to take over the obligations of the erstwhile bidder concerning the execution/continued execution of the scope of this Agreement.

2. 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 bidder, the bidder herein shall be obliged to provide all such assistance to the successor bidder 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 bidder will comply with the Exit Management Schedule set out in Schedule III of this Agreement (and as revised from time to time).

3. Where the termination of the Agreement is before its stipulated term on account of a Default on the part of the bidder or because the survival of the bidder as an independent corporate entity is threatened/has ceased, the DoP shall pay the bidder for that part of the Services which have been authorized by the DoP performed as per scope ,without any default by the bidder 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 bidder as may be required to offset any losses caused to the DoP as a result of any act/omissions of the bidder. In case of any loss or damage due to default on the part

of the bidder in performing any of its obligations concerning executing the scope of work under this Agreement, the bidder shall compensate the DoP for any such loss, damages or other costs, incurred by the DoP. Such offset would be restricted to cappings and limits under this Agreement. 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 bidder 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 bidder's Proposal, the RFP and this Agreement.

4. Nothing herein shall restrict the right of the DoP to invoke the Performance Security Deposit and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the DoP under law.

5. All payments under this clause shall be payable only after the bidder 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 bidder after the bidder has complied with and completed the transition and exit management as per the Exit Management Schedule to the satisfaction of the DoP.

5.1.13.6 Termination of this Agreement due to Bankruptcy of bidder

Where the bidder'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 bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the happening of any such events that are adverse to the commercial viability of the bidder, 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 bidder, 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.

5.1.13.7 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.

5.1.14 Indemnification & Limitation of Liability

5.1.14.1 General Indemnity

Subject to Clause 5.1.14.3 below, bidder (the "Indemnifying Party") undertakes to indemnify DoP (the "Indemnified Party") from and against third party claims, losses, compensation, expenses (including reasonable attorneys' fees), fines, penalties, taxes, or damages etc. (Collectively “Loss”) on account of bodily injury or death caused to any personnel (either of Indemnified or Indemnifying Party) at the premises of DoP or damage to tangible personal property, attributable to the Indemnifying Party's negligence or default or breach of respective obligations of Indemnifying Party.

5.1.14.2 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 will not indemnify the Indemnified Party, if the claim of infringement is caused by Indemnified Party’s misuse or modification of the Service/ Deliverables or Indemnified Party’s non-compliance with Indemnifying Party’s specific technical designs or instructions (except where Indemnifying Party knew or should have known that such compliance was likely to result in an Infringement Claim and Indemnifying Party did not inform Indemnified Party of the same);

Or; inclusion in a Deliverable/ Services of any content or other materials provided by Indemnified Party and the infringement relates to or arises from such Indemnified Party materials or provided material or operation or use of some or all of the Deliverable/ Services in combination with products, information, specification, instructions, data, materials not provided by Indemnifying Party;

Or; (v) use of the Deliverables/ Services for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the Indemnifying Party;

or (v) use of a superseded release of some or all of the Deliverables or Indemnified Party’s failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the 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:

1. Procure the right for Indemnified Party to continue using it,
2. Replace it with a non-infringing equivalent,
3. Modify it to make it non-infringing.

5.1.14.3 Conditions for Indemnity

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

1. The DoP shall notify the bidder upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;

2. Immediately upon receipt of notification of any claim from the DoP, the bidder within a period of 15 (fifteen) calendar days from the date of receipt of such notice from the DoP, notify the DoP whether the bidder wish to assume the defence concerning such claim (including settlement or resolution thereof). Thereafter, the bidder 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 bidder 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;

3. Notwithstanding anything contained herein, the bidder and the DoP agree and covenant that a notice by the DoP to the bidder concerning the claim as aforesaid shall amount to express acceptance and consent by the bidder to indemnify the DoP for all losses concerning such claim. Upon notice by the bidder, the DoP shall reasonably cooperate with the bidder at the sole costs of the bidder, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the DoP and should endeavour, wherever reasonable, not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim. The DoP shall have the right, at its option, to participate in the defence of such claim;

4. If the bidder 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 bidder 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, bidder as fully as though the bidder alone had assumed the defence thereof and a judgement had been entered into by the bidder, for such claim in respect of the settlement or judgement.

5.1.14.4 Risk Purchase

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

5.1.14.5 Limitation of Liability

1. The liability of bidder (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.

2. 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 direct damages only and limited to the amount of fees remaining to be paid to the bidder under this Agreement.

3. 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 or lost data), even if it has been advised of their possible existence.

4. Notwithstanding anything contained in the foregoing, the liability cap of the Parties given under this Clause shall not apply to the Criminal negligence, wilful misconduct, and breach of Intellectual Property Rights of a third party.

5. The allocations of liability in this Clause 5.1.14 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations.

6. 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 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.

7. 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 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 DoP.
8. Such failures or delays shall be brought to the notice of DoP and subject to mutual agreement with 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 DoP for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.

5.1.15 Force Majeure

5.1.15.1 Definition of Force Majeure

The bidder 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’).

5.1.15.2 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:

1. is beyond the reasonable control of the affected Party;

2. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;

3. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;

4. is incapacitating and prevents or causes a delay or impediment in performance; and

5. 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 bidder under this Agreement;

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

For the avoidance of doubt, it is expressly clarified that the failure on the part of the bidder 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 bidder 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).

Further, DoP shall not be obligated to pay the fees for such period till the time Services were not performed by the bidder.

5.1.15.3 Notification Procedure for Force Majeure

1. 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.

2. 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.

5.1.15.4 Allocation of costs arising out of Force Majeure

1. 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.

2. 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 5.1.15.2, 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.

5.1.15.5 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.

5.1.16 Confidentiality

1. On case to case basis and for the purpose for provisioning of Services, DoP may allow (in writing) the bidder to utilize highly Confidential Information including confidential public records and the bidder shall maintain the highest level of secrecy, confidentiality and privacy concerning such Confidential Information. The bidder shall use its best efforts to protect the confidentiality, integrity and proprietary of the Confidential Information.

2. Additionally, the bidder shall keep confidential all the details and information concerning the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The bidder shall use the information only to execute the Project.

3. The DoP shall retain all rights to prevent, stop and if required take the necessary legal action against the bidder regarding any forbidden disclosure. The DoP reserves the right to adopt appropriate legal proceedings against the bidder concerning a dispute arising out of a breach of obligation by the bidder under this clause..

4. The bidder shall execute a non-disclosure agreement with the DoP in the format provided in this RFP and shall ensure that all its employees and agents and sub- contractors (if any permitted by DoP in writing) 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 bidder as and when demanded.

5. The bidder 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 bidder's Team including its employees, sub-contractors, consultants, advisors ("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 Bidder-before receiving such information (should be shared with DoP, upon written request); and

   c if and to the extent that the bidder is compelled legally to disclose the Confidential Information.

6. When the bidder is aware of any steps being taken or considered to compel legally the bidder 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.

7. The bidder 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.

8. The bidder 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 bidder'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 bidder 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 bidder 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 bidder to protect its proprietary information. The bidder 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 bidder could damage the DoP, and that because of the bidder's duties hereunder, the bidder may come into possession of such proprietary information, even though the bidder 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 bidder shall use such information only to perform the said services. The bidder shall, upon termination of this Agreement for any reason, or upon demand by the DoP, whichever is earliest return all information provided to the bidder by the DoP, including any copies or reproductions, both hardcopy and electronic.

9. In the event of the DoP receiving or being given access to the Bidder's Confidential Information, DoP shall have the same obligations with respect to such information as does the Bidder with respect to DoP's Confidential Information under this Clause and Bidder shall have the same rights as are available to DoP under this Clause.

10. This restriction does not limit the right to use confidential information in either of the following cases:

a. Is obtained from another source without restriction
b. Is in possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;
c. becomes generally known to the public without violation of this Proposal;
d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;
e. is required to be provided under any law, or process of law duly executed.

5.1.17 Audit, Access and Reporting

1. 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 bidder. 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.

2. 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 bidder of its obligations/functions following the standards committed to or required by the DoP and the bidder 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 bidder 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 bidder is out of the purview of audit/inspections.

3. Without prejudice to the foregoing, the bidder shall allow access to the DoP or its nominated agencies to all information which is in the possession or control of the bidder 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.

5.1.18 Ownership and Intellectual Property Rights

1. 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 bidder solely during the performance of the Services and for, inter-alia, use or sub-license of such Services under this Agreement. The bidder 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.

2. Further, the bidder 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 bidder 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 bidder (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.

3. **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 bidder 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.

4. **Third Party Products**: Subject to above, if license agreements are necessary or appropriate between the bidder and third parties for purposes of enabling/ enforcing/implementing the provisions hereinabove, the bidder shall enter into such agreements at its own sole cost, expense and risk.

5. **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 bidder 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 bidder shall deliver to the DoP all documents provided by or originating from the DoP and all documents produced by or from or for the bidder in the course of performing the Services, unless otherwise directed in writing by the DoP at no additional cost. The bidder shall not, without the prior written consent of the DoP store, copy, distribute or retain any such Documents.

6. 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.

7. Assets: All the customized/ created/ procured Assets will be the sole property of DoP

8. **Data**: By this Agreement, the bidder'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 bidder or bidder's Team in the course of performing the Services under this Agreement.

5.1.19 Warranty

5.1.19.1 Standard:

1. The bidder 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 or conditions laid down in RFP. The bidder shall be solely liable to remove any such defects, which are notified by DoP promptly for smooth commissioning and continuance of the Services.

2. The bidder 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.

3. In addition, the bidder warrants that all goods components to be incorporated into the System form part of the bidder/OEM's current product lines.

4. The bidder 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 bidder notice requiring that tests of the defective part be made by the bidder immediately upon completion of such remedial work, whereupon the bidder shall carry out such tests. If such part fails the tests, the bidder 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 bidder.

5. If the bidder 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 bidder, 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 bidder or may be deducted by the DoP from any amount due to the bidder.

6. If the System or any of its 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 bidder, 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 bidder, the bidder shall not be liable.

7. 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.

8. The bidder 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 bidder,

   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 bidder;

   c the deliverables having been tampered with, altered or modified by DoP without the written permission of the bidder,

5.1.19.2 **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.

5.1.20 Insurance Cover

The bidder may avail appropriate insurance cover for the hardware and other assets, till the time the same are handed over to and accepted by DoP.

5.1.21 Miscellaneous

5.1.21.1 Personnel

1. The personnel assigned by bidder to perform the Services shall be internal employees of bidder and under no circumstances shall such personnel be considered employees of DoP. The bidder 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.

2. The bidder shall use its best efforts to ensure that sufficient and competent bidder personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with bidder, DoP shall have the right to require the removal or replacement of any bidder personnel performing work under this Agreement based on bona fide reasons. In the event that DoP requests that any bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed terms.

3. In the event that the DoP and bidder identify any personnel of bidder as "Key Personnel", then the bidder 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.

4. Except as stated in this Clause, nothing in this Agreement or Service Levels will limit the ability of bidder to freely assign or reassign its employees, provided that bidder 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 bidder's plan for any such knowledge transfer. Bidder shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

5. 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.

6. 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.

7. 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.

5.1.21.2 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:

1. incur any expenses on behalf of the other Party;

2. enter into any engagement or make any representation or warranty on behalf of the other Party;

3. pledge the credit of or otherwise bind or oblige the other Party; or

4. commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

5.1.21.3 Sub-Contractor

a. The Bidder 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 conform with the terms of the Agreement. Where the Purchaser deems it necessary, it may refuse to consent to the delegation/sub-contacting of any part of the scope of work.
b. As provided in clause above, the Bidder shall immediately upon execution of the contract(s) to be entered into with such sub-contractor provide a copy of the same (without commercials) to the Purchaser 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 Purchaser.
c. Before executing any contract or entering into any contract or understanding with a sub-contractor, the Bidder shall ensure that each sub-contractor appointed by the Bidder 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 Purchaser 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 Bidder only with the prior written approval of the Purchaser.

e. The Bidder shall be responsible and shall ensure the proper execution and performance of the services or tasks so sub-contracted and shall be liable for any non-performance or breach by such delegate/sub-contractor. The Bidder indemnifies and shall keep indemnified the Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor. The Bidder 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 Purchaser 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 Bidder for this Agreement, under a subcontract/agreement would lie exclusively with the Purchaser in perpetuity free from all liens, encumbrances and other third party rights and the Bidder shall, wherever required take all steps that may be necessary to ensure the use of such rights by the Purchaser. Ownership and all rights of use of all deliverables/documents/ reports etc. supplied by the Bidder and/or by authorized subcontractor for the Bidder for this Agreement, under a subcontract/agreement would lie exclusively with the Purchaser in perpetuity free from all liens, encumbrances and other third party rights and the Bidder shall, wherever required take all steps that may be necessary to ensure the ownership and use of such rights by the Purchaser. Purchaser 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 the execution of this Agreement. The Bidder will provide the undertakings given by the subcontractor within 30 days from the date of appointment of the subcontractor to disclose all such Intellectual Property Rights arising in the performance of the Services to the Purchaser 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 Purchaser.

g. Bidder shall ensure that the deliverables delivered by the sub-contractors are genuine and in the case of software, are duly licensed ones. The Bidder will indemnify and defend the Purchaser against any claim that any third-party products delivered under this Agreement are either not genuine or are not properly licensed.

h. Nothing in this Agreement or any subcontract agreement hereunder shall relieve the Bidder from its liabilities or obligations under this Agreement to provide the Services under this Agreement.

i. Where the Purchaser deems necessary, it shall have the right to require the replacement of any sub-contractor with another sub-contractor and the Bidder shall in such case terminate forthwith all agreements/contracts other arrangements with such delegate/sub-contractor and find the suitable replacement for such sub-contractor to the satisfaction of the Purchaser at no additional charge. Failure on the part of the Bidder 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 Purchaser in addition to all other rights, has the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure. Further, in case the Bidder terminates any contract/arrangement or agreement with a sub-contractor for any reason whatsoever, the Bidder shall ensure the smooth continuation of Services by providing forthwith, a suitable replacement which is acceptable to the Purchaser at no additional charge.

5.1.21.4 Assignment

1. 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.

2. Except as otherwise expressly provided in this Agreement, and until the previous consent in writing of DoP is obtained, the bidder shall not be permitted to assign its rights and obligations under this Agreement to any third party.

3. DoP may assign or novate all or any part of this Agreement and Schedules/Annexures, and the bidder shall be a party to such novation, to any third party contracted to provide outsourced services to DoP or any of its nominees.

4. If the bidder 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.

5.1.21.5 Trademarks, Publicity

Bidder can not use the trademarks of DoP, without the prior written consent of DoP, except that the bidder may, upon completion, use the Project as a reference for credential purposes only for reference of other bids issued by any entity owned & controlled by Government of India or any establishment of Government of India. For clarity, bidder shall not publish or permitted 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 approval in writing from DoP.

5.1.21.6 Communication and Notices

1. 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.

2. 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 bidder:

Name:

Designation:

Address:

Tel:

Fax:

Email:

To DoP:

The Chief General Manager

PLI Directorate,

Chanakyapuri Post Office Complex

New Delhi - 1100021

3. 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.

4. 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.

5. 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.

6. No communication, notice or other document shall amount to an amendment of the terms of this Agreement, except amendment of Agreement as mutually discussed amongst the parties in writing, as specified under clause 5.1.21.6.

7. **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 bidder, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the bidder. 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 bidder liable to the DoP for all costs and damages arising from such remedies.

5.1.21.7 Modifications/ Amendments, Variation and Further Assurance

1. 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.

2. 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.

5.1.21.8 Severability and Waiver and Forbearance

1. 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.

2. 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.

3. 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.

5.1.21.9 Compliance with Applicable Law

1. The bidder 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 bidder shall abide by these laws. The bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The bidder 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 bidder shall also adhere to all security requirement/regulations of the DoP during the execution of the work.

2. In cases where Services are to be performed by bidder at the premises of DoP or beneficiary of Services designated by the DoP, the bidder 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.

3. Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the bidder 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.

4. During the tenure of this Agreement, the bidder shall comply with all Applicable Laws, amended rules or policies as issued by Government of India 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 bidder in contravention of any Applicable Law or any amendment thereof and the bidder shall keep the DoP indemnified in this regard.

5. **Changes in Laws and Regulations** :Unless otherwise stipulated in the Agreement, if after the bid submission 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 bidder 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.

5.1.21.10 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.

5.1.21.11 Ethics

The bidder 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.

5.1.21.12 Entire Agreement

This Agreement with all Schedules & Annexures appended thereto, and the contents and specifications of the EOI, RFP and subsequent corrigendum 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 provisions of this Agreement, on matters not covered by this Agreement, the provisions of RFP shall apply.

5.1.21.13 Conflict of Interest

The bidder shall ensure that the bidder 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 bidder shall disclose to the DoP in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder'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. Bidder shall all the times comply with all the rules and regulations issued by Government of India pertaining to conflict of Interests.

5.1.21.14 Governing Law and Dispute Resolution

1. 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.

2. 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.

3. In case the escalations do not help in resolution of the problem within 30 days (thirty) of escalation (or such other period as may be mutually decided by the Parties), 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:

    a 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.

b The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.

c If no resolution can be reached through mutual discussion or mediation within 30 days, then the matter should be referred to Arbitration as explained below.

4. In the case of dispute arising out of or in relation to or in connection with this Agreement between the DoP and bidder, which has not been settled in accordance with clause 5.1.21.14 (3) 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 Arbitral Tribunal wherein the Presiding Arbitrator shall be appointed by two Arbitrators [two Arbitrators so chosen by both bidder 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 bidder, 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.

5. 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.

6. 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 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.

7. 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 Bidder

(SECOND PARTY) Name:

Designation:

Signature:

Seal:

In Witness of- Signature: Name:

Designation:

Address:

Seal:

5.1.22 Schedule I – Governance Schedule

5.1.22.1 Purpose

The purpose of this Governance Schedule is to:

1. establish and maintain the formal and informal processes for managing the relationship between the Department of Posts and the Bidder (bidder);
2. define the principles that both Parties wish to follow to ensure the delivery of the Services;
3. ensure the continued alignment of the interests of the Parties;
4. ensure that the relationship is maintained at the correct level within each Party;
5. create the flexibility to revise and maintain the relationship and this Agreement during the Term;
6. set out the procedure for escalating disagreements; and
7. enable contract administration and performance management.

5.1.22.2 Governance Structure

1. 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.

2. Project Management Committee (PMC) - Within 7 days following the Effective Date, Department of Posts and the Bidder 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.

3. 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:

   a consideration of periodic performance reports;

   b consideration of matters arising out of the change control;

   c escalated issues;

   d matters to be brought before the PMC in accordance with this Agreement;

   e any matter brought before the PMC by the Bidder under this Agreement; and

   f any other issue which either Party wishes to add to the agenda.

4. 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.

5.1.22.3 Governance Procedures

1. The bidder shall document the agreed structures in a procedures manual.

2. 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 meeting.

3. 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.

4. 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.

5. 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.

6. 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 5.1.21.13 of MSA.

7. All negotiations, statements and / or documentation pursuant to these Clauses shall be without prejudice and confidential (unless mutually agreed otherwise).

8. 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.

5.1.23 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 bidder and changes to the terms of payment.

The DoP and bidder 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 bidder will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment and DoP will work with the bidder 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

5.1.23.1 Change Management Process

1. **Change Control Note ("CCN")**

a 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 (Format of CCN as per the section 'Format for Change Control Note' hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

b The bidder 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.

c 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 bidder 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.

2. **Quotation**

a The bidder shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN, the bidder shall provide as a minimum:

i. a description of the change
ii. a list of deliverables required for executing the change;
iii. a timetable for execution;
iv. an estimate of any proposed change
v. any relevant acceptance criteria
vi. an assessment of the value of the proposed change;
vii. material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

b Prior to submission of the completed CCN to the DoP, the bidder will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the bidder 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.

3. **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 bidder meets the obligations as set in the CCN. In the event the bidder 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 bidder.

4. **Obligations**

The bidder 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 bidder 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 bidder's proposal.

5.1.24 Schedule III- Exit Management Schedule

5.1.24.1 Purpose

1. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management Service Levels

2. 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.

3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

5.1.24.2 Transfer of Assets

1. DoP shall be entitled to serve notice in writing on the bidder at any time during the exit management period as detailed hereinabove requiring the bidder 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 bidder at any time prior to the date that is 30 days prior to the end of the exit management period requiring the bidder 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 bidder, will be handed over to DoP or its nominated agency on "AS-IS" basis without any cost to DoP.

2. In case of contract being terminated by DoP, DoP reserves the right to ask bidder to continue running the project operations for a period of 6 months after termination orders are issued and the bidder shall be liable to perform the same. Till the said period, the bidder shall be governed under the present covenants of this Agreement.

3. Upon service of a notice under this Article the following provisions shall apply:

a in the event, if the Assets to be transferred are mortgaged to any financial institutions by the bidder, the bidder 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.

b 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.

c DoP shall pay to the bidder 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.

d Payment to the outgoing bidder shall be made to the tune of last set of completed services / deliverables, subject to satisfactory Service Levels requirements.

e The outgoing bidder will pass on to DoP and/or to the Replacement bidder, the subsisting rights in any leased properties/ licensed products on terms not less favourable to DoP/ Replacement bidder, than that enjoyed by the outgoing bidder.

5.1.24.3 Cooperation and Provision of Information

During the exit management period:

1. The bidder 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.

2. Promptly on reasonable request by the DoP, the bidder 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 bidder 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 bidder and to assist appropriate knowledge transfer.

5.1.24.4 Confidential Information, Security and Data

1. The bidder will promptly on the commencement of the exit management period supply to the DoP the following:

a information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services.

b documentation relating to Project's Intellectual Property Rights.

c documentation relating to sub-contractors.

d all the data and confidential information used in the Project.

e all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the DoP;

f all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DoP, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement bidder (as the case may be).

2. Before the expiry of the exit management period, the bidder 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 bidder shall be permitted to retain one copy of such materials for archival purposes only and till such time, the confidential obligations under this Agreement shall continue to be applicable for such period on bidder..

5.1.24.5 Transfer of certain agreements

On request by the DoP, the bidder shall effect such assignments, transfers, licences and sublicences to DoP or its Replacement bidder in relation to any equipment lease, maintenance or service provision agreement between bidder 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 bidder.

5.1.24.6 Rights of access to premises

1. At any time during the exit management period, where Assets are located at the bidder's premises, the bidder 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 bidder in order to make an inventory of the Assets.

2. The bidder shall also give the DoP, or any Replacement bidder right of reasonable access to the bidder's premises and shall procure the Purchaser or its nominated agency or its nominated agencies and any Replacement bidder 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 bidder.

5.1.24.7 General obligations of the bidder

1. The bidder 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 bidder and which the bidder has in its possession or control at any time during the exit management period.

2. For the purposes of this Schedule, anything in the possession or control of any bidder, associated entity, is deemed to be in the possession or control of the bidder.

3. The bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

5.1.24.8 Exit Management Plan

1. The bidder 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.

2. 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 bidder engaged by DoP.

3. The transfer may include the transfer of data/assets to the new bidder or DoP on the same premises or to the new premises as per the circumstances prevailing on that date of execution of exit management

    a. A detailed program of the transfer process that could be used in conjunction with a Replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

    b. plans for the communication with such of the bidder’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. (if applicable) proposed arrangements for the segregation of the bidder’s networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination.

    c. Plans for provision of contingent support to DoP and Replacement bidder for a reasonable period after transfer.

4. The bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

5. Each Exit Management Plan shall be presented by the bidder to be and approved by the DoP

6. The terms of payment as stated in the Terms of Payment Schedule include the costs of the bidder complying with its obligations under this Schedule. In the event of termination or expiry of bidder, and Project Implementation, each Party shall comply with the Exit Management Plan.

7. During the exit management period, the bidder shall use its best efforts to deliver the services.

8. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

9. This Exit Management plan shall be furnished in writing to the DoP, within 90 days from the Effective Date of this Agreement.

10. No disk or storage media shall be returned or taken offsite without written certification of complete data sanitization and verification by DoP/appointed third party.

5.1.25 Schedule IV- Terms of Payment Schedule

Please refer Part 2: Scope of work of this RFP.

5.1.26 Schedule V- Audit, Access and Reporting

5.1.26.1 PURPOSE

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

5.1.26.2 AUDIT NOTICE AND TIMING

1. 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 bidder any further notice of carrying out such audits.

2. 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 bidder, a security violation, or breach of confidentiality obligations by the bidder, provided that the requirement for such an audit is notified in writing to the bidder 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 bidder 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, notwithstanding, DoP shall still continue to audit, while bidder may choose to exercise the escalation right under this clause.

3. 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 bidder. Any such audit shall be conducted by with adequate notice of 2 weeks to the bidder.

4. DoP will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of bidder and will be bound by confidentiality obligations.

5.1.26.3 **ACCESS**

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

5.1.26.4 **AUDIT RIGHTS**

The DoP or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), 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:

1. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of DoP and documentation related thereto;

2. That the actual level of performance of the services is the same as specified in the Service Levels.

3. That the bidder has complied with the relevant technical standards, and has adequate internal controls in place; and

4. The compliance of the bidder with any other obligation under the MSA and Service Levels.

5. Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the bidder.

6. For the avoidance of doubt the audit rights under this Schedule shall not include access to the bidder'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- inconfidence nature which are not relevant to the Services associated with any obligation under the MSA.

7. The bidder shall be liable to refund or re-imburse all the costs of audit to DoP, if findings of the audit comes out with the result that bidder has breached the provisions of this Agreement or RFP.

5.1.26.5 AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

1. The bidder shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors (if approved in writing by DoP) who supply labour, services in respect of the services. The bidder 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.

2. REPORTING: The bidder 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.

5.1.26.6 ACTION AND REVIEW

1. Any change or amendment to the systems and procedures of the bidder, 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.

2. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the DoP or its nominated agency and the bidder's Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

5.1.26.7 TERMS OF PAYMENT

The DoP shall bear the cost of any audits and inspections, subject to contrary mentioned in Agreement. The terms of payment are exclusive of any costs of the bidder and the sub-contractor (if approved in writing by DoP), for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management Service Levels by the bidder pursuant to this Schedule.

5.1.26.8 RECORDS AND INFORMATION

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

5.1.27 Format for Change Control Note

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 Bidder	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 Bidder			**Date:**
Name:			
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 Bidder**
Signature			Signature
Name			Name
Title			Title
Date			Date

5.1.28 Annexure A- Bid Response / Proposal

1. Technical Bid Response – refer the Section 6, Annexure 2 to 39

2. Financial Bid- refer the Section 6, Annexure 40

6 Annexures:

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6.1 Annexure 1: Template for Pre-Bid Queries

<table>
<tr><th colspan="6">Format for Sharing the Pre-Bid Queries</th></tr>
<tr><td colspan="6">1. Number of Pre-Bid Queries:
2. RFP No:
3. RFP Name: RFP for Selection of System Integrator (SI) for IMS</td></tr>
<tr><td colspan="3">Bidder Name (Organization) and Address</td><td></td><td>Mobile No.</td><td></td></tr>
<tr><td colspan="3">Representative Name</td><td></td><td>e-mail ID</td><td></td></tr>
<tr><td colspan="6"></td></tr>
<tr><td>S. No.</td><td>Page No.</td><td>Section No.</td><td>Clause No.</td><td>Actual Clause in the RFP</td><td>Clarification Sought / Amendment Requested</td></tr>
<tr><td>1.</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2.</td><td></td><td></td><td></td><td></td><td></td></tr>
</table>

System Integrator (SI) may suggest the suitable hardware / software solution in addition to

6.2 Annexure 2: Technical Proposal Checklist

Sr. No.	Parameter	Submitted (Yes / No)	Documentary Proof (Page Number)
1	Annexure 2: Technical Proposal Checklist		
2	Annexure 3: Covering Letter		
3	Annexure 4: Copy of CMMi certificate		
4	Annexure 5: Bidder's experience in System Integration		
5	Annexure 6: Bidder's experience in Operations and Maintenance		
6	Annexure 7: Bidder's experience in Data Centre Experience		
7	Annexure 8: Manufacturer Authorization Form (MAF)		
8	Annexure 9: OEM Support Letter		
9	Annexure 10: Format for Power of Attorney (for bid submission)		
10	Annexure 11: Self-Declaration by Bidder w.r.t Rule 144 (xi) in GFR 2017		
11	Annexure 12: Non- Disclosure Agreement		
12	Annexure 13: Individual Non-Disclosure Agreement		
13	Annexure 14: Declaration for Local Content		
14	Annexure 15: Undertaking for fulfilment of eligibility criteria		
15	Annexure 16: Pre-Contract Integrity Pact		
16	Annexure 17: Integrity Pact		
17	Annexure 18: No- Deviation Certificate		
18	Annexure 19: Self-Declaration Format		
19	Annexure 20: Proforma for Performance Security Deposit		
20	Annexure 21: Insurance Surety Bond		
21	Annexure 22: Bank Guarantee / Insurance Surety Bond Verification Check List		

Sr. No.	Parameter	Submitted (Yes / No)	Documentary Proof (Page Number)
22	Annexure 23: Format of Power of Attorney (contract Execution)		
23	Annexure 24: Proforma for Bank Guarantee for EMD		
24	Annexure 25: Undertaking for Terms and Conditions		
25	Annexure 26: Malicious Code certificate from Bidder		
26	Annexure 27: Malicious Code certificate from OEM		
27	Annexure 28: Fall Clause		
28	Annexure 29: Technical Solution, Approach & Methodology		
29	Annexure 30: Schedule of Requirements for Hardware Infrastructure and Software		
30	Annexure 31: CV of Project Manager		
31	Annexure 32: CV of Data Centre Specialist		
32	Annexure 33: CV of Solution Architect		
33	Annexure 34: CV of Security Specialist		
34	Annexure 35: CV of IT Service Manager		
35	Annexure 36: Suggestions on Draft Terms of Contract		
36	Annexure 37: Undertaking for Joint Venture		
37	Annexure 38: Format for any other relevant information		
38	Annexure 39: Undertaking for resource deployment		

6.3 Annexure 3: Covering Letter

(Company Letter Head)

To,

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Subject: Submission of the cover letter in response to the RFP No <> dated <> for Selection of System Integrator (SI) for IMS

Dear Sir/Madam,

We, the undersigned, offer to provide for “Selection of System Integrator (SI) for IMS” in response to the Request for Proposal dated <insert RFP date> and RFP No <insert RFP no>. We are hereby submitting our Proposal.

Our Correspondence details concerning this RFP are:

Sr. No.	Information	Details
1	Name of the contact person	
2	Address of the Contact Person	
3	Name, designation and contact, address of the person to whom, all references shall be made, regarding this RFP	
4	Telephone Number of the Contact Person	
5	Mobile Number of the Contact Person	
6	E-mail ID of the Contact Person	
7	Corporate Website URL	

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

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s).

We confirm that we have read the complete RFP document and have no reservations in accepting the provisions of the RFP, the General Conditions of the Contract, and the Scope of Work. We undertake that we have no deviations from the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). At a later date, if any deviation is observed, it shall stand withdrawn. We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We hereby declare that our bid is made in good faith, without collusion or fraudulent intent. We hereby declare that as per RFP requirement, we have not been listed under any active blacklist / debarred list by the Central / State Government / PSU / any other statutory body of India as of RFP submission date.

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

The information contained in the Proposal is true and correct to our best knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.4 Annexure 4: Copy of CMMi certificate

Copy of Highest certificate as on the date of the RFP submission - on Bidder's letterhead in its own format.

6.5 Annexure 5: Bidder's experience in System Integration

Bidders Experience in System Integrator experience / Implementation

A	**General Information**	
1.	Name of the Project	
2.	Name of the client or Designation of responsible official	
3.	Official email id and mobile/landline number of the client	
B	**Project Details**	
4.	Description of the Project	
5.	Scope of services	
C	**Other Details**	
6.	Total cost of the Project (Approx.)	
7.	Duration of the Project (no. of months, start date in DDMMYYYY, completion date in DDMMYYYY, current status)	
D	**Other Relevant Information / Supporting documents**	
8.	Copy of work order / copy of agreement / certificate from authorised signatory of the bidder.	
9.	For completed projects: Completion Certificate from Client Or For projects under Implementation: satisfactory services letter(s) from authorised signatory from the client for which it is implementing the project.	

Note: for more than one experience the naming terminology should be: Annexure 5a (for project 1), Annexure 5b (for project 2), and so on.
Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.6 Annexure 6: Bidder's experience in Operations and Maintenance

A	General Information	
1.	Name of the Project	
2.	Name of the client or Designation of responsible official	
3.	Official email id and mobile/landline number of the client	
B	**Project Details**	
4.	Description of the Project	
5.	Scope of services	
C	**Other Details**	
6.	Total cost of the Project (Approx.)	
7.	Duration of the Project (no. of months, start date in DDMMYYYY, completion date in DDMMYYYY, current status)	
D	**Other Relevant Information / Supporting documents**	
8.	The bidder must provide The bidder must provide a copy of the Work Order/Agreement/ Certification from Authorised Signatory of the bidder	
9.	Client-issued O&M Completion Certificate for projects completed within the last five (5) years, with a minimum O&M duration of two (2) years; **or** Client-issued O&M Certificate for projects that have been operational and ongoing for at least the past two (2) years.	

Note: for more than one experience the naming terminology should be: Annexure 6a (for project 1), Annexure 6b (for project 2), and so on.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.7 Annexure 7: Bidder's experience in Data Centre Experience

A	**General Information**	
1.	Name of the Project	
2.	Name of the client or Designation of responsible official	
3.	Official email id and mobile/landline number of the client	
B	**Project Details**	
4.	Description of the Project	
5.	Scope of services	
C	**Other Details**	
6.	Total cost of the Project (Approx.)	
7.	Duration of the Project (no. of months, start date in DDMMYYYY, completion date in DDMMYYYY, current status)	
D	**Other Relevant Information / Supporting documents**	
8.	Copy of Purchase Order /Work Order / Contract/ / Certificate from Authorised Signatory of the bidder	
9.	Completion Certificate from Client. Note: in case of active projects shown as experience, the data centre implementation should have been completed as on the date of publication of the RFP.	

Note: for more than one experience the naming terminology should be: Annexure 7a (for project 1), Annexure 7b (for project 2), and so on.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.8 Annexure 8: Manufacturer Authorization Form (MAF)

AUTHORIZATION LETTER ON OEM LETTER HEAD

To,

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

RFP Number #:

Sir/Madam,

We, [OEM Name], a subsidiary of [Parent Company Name], do hereby confirm that M/s ______________ with their Registered Office at _____________ is entitled to resell the below mentioned [OEM Name] Products in their response to the above reference tender.

When resold by M/s __________, these products shall be as per [OEM's] applicable standard end user product warranty/license terms and conditions, notwithstanding, subject to requirements and terms of the RFP.

List of OEM Products:

This authorization letter is issued as required to be provided under the RFP.

Yours faithfully,

for [OEM name and signatory details]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

Note: to be provided for all Hardware and Software proposed by SI. For more than one experience the naming terminology should be: Annexure 8a (for MAF 1), Annexure 8b (for MAF 2), and so on

6.9 Annexure 9: OEM Support Letter

AUTHORIZATION LETTER ON OEM LETTER HEAD

To,

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

RFP Number #:

Sir/Madam,

Subject to the terms of the agreement between [OEM] and [Bidder], [OEM] confirms it shall extend post-sales support, technical assistance support, spares support and such other support, in each case which are standard support, for the [OEM] Products listed below, being resold by the Bidder. The same shall be as per [OEM's] applicable standard end user warranty terms and end user licensing terms and subject to a valid and subsisting agreement between us and the Bidder. This OEM support letter is issued as required to be provided under the RFP. In event of contradiction terms of RFP shall prevail.

[OEM] Products:

Yours faithfully,

for [OEM name and signatory details]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date

Note: to be provided for all Hardware and Software proposed by SI. For more than one experience the naming terminology should be: Annexure 8a (for MAF 1), Annexure 8b (for MAF 2), and so on

6.10 Annexure 10: Format for Power of Attorney (for bid submission)

Bidder's own format

6.11 Annexure 11: Self-Declaration by Bidder w.r.t Rule 144 (xi) in GFR 2017

(vide OM F No 6/18/2019-PPD dated 23rd July 2020 and all its amendments/ clarifications)

<To be printed on Company letterhead of the Bidder>

To,

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Subject: Submission of the self-declaration regarding Rule 144 (xi) in GFR 2017 in response to the RFP No <> dated <> for Selection of System Integrator (SI) for IMS.

Dear Sir/Madam,

I/We have read the clause regarding restrictions on procurement from a bidder of a country that shares a land border with India. I/We certify that our company is not related to and neither a subsidiary/ holding/ affiliate or have an attached office of any border Countries as may be banned by the Government of India for doing business in India as per the referred GFR rule – 144 (xi) and other such rules or directives as issued by Government of India or, if from such a country, the bidder has been statutorily registered with the competent authority as per the procedure laid down about Government Orders in this regard.

I/We hereby agree to provide a copy of and/or produce an original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.12 Annexure 12: Non- Disclosure Agreement

(This is to be executed on a duly notarised stamp paper of Rs 100)

WHEREAS, we the undersigned bidder, ___________________________________, having our principal place of business/ registered office at _________________, hereinafter referred to as the 'bidder' or 'Bidder'),, are desirous of bidding for Tender Ref. No. <____________> covering RFP for "Selection of System Integrator (SI) for IMS."

WHEREAS, the bidder is aware and confirms that the DOP's business/ operations, information, Application/software, hardware, business data, architecture schematics, Personal Identifiable Information (PII) of DoP's customer data, trade secrets, decisions, plans, designs, storage media and other information / documents made available by the DOP as part of the Bid documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the DOP.

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the DOP's grant to the bidder of specific access to DOP's confidential information, property, information systems, network, databases and other data, the bidder agrees to all of the following conditions.

1. **IT IS HEREBY AGREED AS UNDER**
    a. The Bidder agrees to hold in trust any confidential information received by the Bidder, as part of the Bidding process or otherwise, and the bidder shall maintain strictest of confidence in respect of such confidential information. The bidder also agrees:
        i. to maintain and use the confidential information only for the purposes of bidding for this Bid and thereafter only as permitted herein;
        ii. to only make copies as specifically authorised by the prior written consent of the DOP and with the same confidential or proprietary notices as may be printed or displayed on the original;
        iii. to restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a "need to know" basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause; and
        iv. to treat confidential information as confidential unless and until DOP notifies the bidder in writing of the release of its obligations in relation to the said confidential information.

2. Confidential information does not include information which:
    a. the bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
    b. is independently developed by the bidder (not containing any confidential information of DoP) without breach of conditions under this Bid;
    c. are information in the public domain as a matter of law;
    d. is received from a third party not subject to the obligation of confidentiality with respect to such information;
    e. is released from confidentiality with the written consent of DOP.

The bidder shall have the burden of proving herein above are applicable to the information in the possession of the bidder.

3. Notwithstanding the foregoing, the bidder acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the bidder's personnel to be present on premises of DOP or may require the bidder's personnel to have access to software, hardware, computer networks, databases and storage media of DOP while on or off premises of DOP. It is understood that it would be impractical for DOP to monitor all information made available to the bidder's personnel under such circumstances and to provide notice to the bidder of the confidentiality of all such information. Therefore, the bidder agrees that any technical or business or other information of DOP that the bidder's personnel, authorized representatives or authorized agents (In case of any third-party representatives or agents visits at DoP's premises, prior written consent to be obtained from DoP)acquire while on the DOP's premises, or through access to the DOP's computer systems or databases while on or off DOP's premises, shall be deemed confidential information.

4. In the event that the bidder hereto becomes legally compelled to disclose any confidential information, the bidder shall give sufficient notice to DOP to enable DOP to prevent or minimise to the extent possible, such disclosure. Bidder shall not disclose to a third party any confidential information or the contents of this bid without the prior written consent of DOP. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the bidder applies to its own similar confidential information but in no event less than reasonable care. Bidder shall indemnify DoP for breach of confidentiality obligations under this RFP, by any third party, wherein such information is shared by Bidder with the said third party as per this Agreement.

5. Confidential Information shall at all times remain the sole and exclusive property of DOP. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of DOP, the bidder shall promptly deliver to DOP the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of DOP. Without prejudice to the above the bidder shall promptly certify to DOP, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of DOP in respect of the Confidential Information.

6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any Information.

7. This Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.

8. The obligations herein shall survive the completion or cancellation of the Bidding process.

9. This Agreement shall be governed by and construed in accordance with the Indian laws and with exclusive jurisdiction of New Delhi.

For and on behalf of *[Bidder's Name]* Authorised Signature [In full and initials]:

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.13 Annexure 13: Individual Non- Disclosure Agreement

(to be executed on Rs 100 non-judicial stamp paper only for IT resources (CEPT may decide)

I, [Insert Name], the undersigned, having [Insert Staff/Employee Number], acknowledge that as an employee/ staff of ________________ [Insert Name of Employer/Vendor], a company/LLP/Firm/Sole Proprietorship incorporated under the provisions of Companies Act, 1956/2013/LLP Act, 2008/Partnership Act, 1932/Laws of India, 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: ________________________

6.14 Annexure 14: Declaration for Local Content

Declaration for Local Content

(On Company Letter Head)

To Date:

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Sub: Submission of declaration for local content in response to the RFP No <> dated <> for Selection of System Integrator (SI) for IMS.

Dear Sir,

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, are desirous of participating in the RFP process in response to your captioned RFP 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. P45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19th July, 2024 issued by Department for Promotion of Industry & Internal Trade, Ministry of Commerce and Industry, Government of India on the revised 'Public Procurement (Preference to Make in India), Order 2017 (as amended on date).

B) We confirm that we meet the definition of Class I/Class II Local Supplier as per the above stated order.

C) We confirm that the services to be delivered in terms of the above specified RFP and the subsequent RFP will comply with the local content requirements as specified in the revised Public Procurement (preference to Make in India) Order 2017.

Executed at ____________________ on this _________day of _____________________

Authorized Signatory

M/s ______________________________

____

Signature

Name____________________________

(Seal of the bidder)

6.15 Annexure 15: Undertaking for fulfilment of eligibility criteria

Bidder to submit in its own format that on the date of filing of RFP it continues to fulfill the eligibility criteria stipulated in the RFP on the basis of which they have been shortlisted.

6.16 Annexure 16: Pre-Contract Integrity Pact

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

PRE-CONTRACT INTEGRITY PACT

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <> of <>, between, on one hand, the President of India acting through CGM(PLI), Department of Posts, Government of India (hereinafter called the “**PURCHASER**”/ “**DoP**”/ “**Principal**”/”**principal**”,”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s <<bidder’s legal entity >> represented by <<name and designation>> (hereinafter called the **“BIDDER”/ “Bidder”/”bidder”/ “CONTRACTOR”/ “SI”**, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

a) **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for……………………………………. The Principal acknowledges & 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.

b) **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 fairness, transparency & free from any influence/prejudiced dealings. 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/BNS/PC Act (such other laws as amended from time to time), 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.

c) **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, entity 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 system integrator 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/BNS/PC Act or such relevant laws, rules, regulations and guidelines (as on date or amended from time to time); 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.

(3) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. With respect to any enquiry, findings or proceedings under this pact, Bidder is prohibited from using or quoting principal's name in any manner before any third party or publicly.

d) **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.

e) **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. This shall be over and above the Principal's right of forfeiture of EMD/Bid Security/Performance Security for violation of this Pact.

(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 Security Deposit.

f) **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".

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

(1) In the case of Subcontracting (if approved in writing by DoP), 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 of all SI's who do not sign this Pact or violate its provisions.

h) **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.

i) 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.

(4) 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/BNS/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.

j) 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.

k) 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)	(For & On behalf of Bidder / SI/ Contractor)
Name: ______________________	Name: ______________________

Place: Place:

Date: Date:

Witness1 ____________________________ Witness1: ____________________________

Address_________ Address________

Witness2 ____________________________ Witness2: ____________________________

Address ________________ Address__________________________

6.17 Annexure 17: Integrity Pact

The Integrity Pact shall be signed again by the successful bidder in the same format, along with the contract.

6.18 Annexure 18: No- Deviation Certificate

To   Date:

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Subject: Submission of No Deviation Certificate in response to the RFP No <> dated <> for Selection of System Integrator (SI) for IMS.

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 Insurance management Solution (IMS) for the Department of Posts”

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 authorized power to bind the Bidder

6.19 Annexure 19: Self-Declaration Format

To Date:

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Sub: Self-Declaration for the participation in the bid for **"**Selection of System Integrator (SI) for IMS**"**

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. Further, we undertake and agree to indemnify and hold 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, due to breach of this declaration.

Yours sincerely,

Authorized Signature [In full and initials]: _________________

Name and Title of Signatory: ___________________

Name of Firm: ________________

Address: _______________________

Location: _____________________________________ Date: _________________

6.20 Annexure 20: Proforma for Performance Security Deposit

To,

The President of India

Acting through, Chief General Manager

Directorate Of Postal Life Insurance

Department Of Posts (“DoP”)

1st Floor, Chanakyapuri PO Complex

New Delhi 110021

Whereas <<name of the supplier and address>> (hereinafter called “the applicant / supplier / Contractor / SI”) 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”)

2. 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.

3. 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 <”Bank”>.

4. Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total sum of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we unconditionally undertake to pay you, upon your first written demand declaring the supplier to be in default or Supplier’s breach of any covenants or undertaking under the contract and without cavil, dispute 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.

5. The Bank undertakes not to revoke this Guarantee 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.

6. The DoP shall have the fullest liberty, without affecting this Performance Security Deposit, 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.

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

8. 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.

9. This Guarantee shall be valid until <<Insert Date – 3 months beyond the expiry of the Bidder’s contract with DoP>>.

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

(Authorized Signatory of the Bank)

Seal:
Date:

6.21 Annexure 21: Insurance Surety Bond

Form of Insurance Surety Bond towards Performance Security

(To be stamp as per Stamp of India)

Insurance Surety Bond No. ....

Date...

To,

The President of India

Acting through, Chief General Manager

Directorate Of Postal Life Insurance

Department Of Posts ("DoP")

1st Floor, Chanakyapuri PO Complex

New Delhi 110021

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 (including taxes) 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 including taxes) 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 including taxes) 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. ……………………………..	2. …………………………….
(Signature)	(Signature)
……………………………..	…..……………………….
(Name)	(Name) ..…………………………..
…………………………….	
(Official Address)	(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.

6.22 Annexure 22: Bank Guarantee / Insurance Surety Bond Verification Check List

(To be submitted with PERFORMANCE SECURITY DEPOSIT, 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 estamp 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?	

6.23 Annexure 23: Format of Power of Attorney (contract Execution)

(to be executed by the successful Bidder only for contract execution)

<To be executed in favor of the Authorized Signatory>

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount as per applicable state and document duly attested by notary public)

Bidder's own format or the format given below:

Know all men 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 '' 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 pursuant to and in 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 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 ...., 2025

For_______________

(Signature, name, designation and address)

[Please put company seal if required] [Notarize the signatures]

Witness 1:	Witness 2:
Name:	Name:
Designation:	Designation:

Address:	Address:
Signature:	Signature:

Notes:

The mode of execution of the Power of Attorney should be following the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed following the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

6.24 Annexure 24: Proforma for Bank Guarantee for EMD

To,

The President of India

Acting through, Chief General Manager

Directorate of Postal Life Insurance

Department of Posts ('DoP")

1st Floor Chankyapuri PO Complex

New Delhi-110021

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;
   c. Such other conditions specifically enumerated under RFP, which can entitle DoP to forfeit the EMD.

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:

1. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>>

(Rupees <<Amount in words>> only)

2. This Bank Guarantee shall be valid up to <<insert date>>)
3. 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:

6.25 Annexure 25: Undertaking for Terms and Conditions

<To be printed on letterhead of the Bidder>

To,

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Sub: Undertaking of Terms & Conditions for Power of Attorney executed in favour of the Authorized signatory of the Bidder

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:

Address:

Email ID:

Phone No

Location:

Date:

6.26 Annexure 26: Malicious Code certificate from Bidder

<To be printed on letterhead of the Bidder>

To

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Subject: Non-Malicious Code Certificate for RFP Number <> dated <>

Dear Sir/Madam,

1. We hereby certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:
    a. Inhibit the desired and the designed function of the equipment.
    b. Cause physical damage to the user or his equipment during the operational exploitation of the equipment.
    c. Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.

3. Without prejudice to any other rights and remedies available to Department of Posts, we are liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.27 Annexure 27: Malicious Code certificate from OEM

<To be printed on letterhead of the OEM>

To

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Subject: Non-Malicious Code Certificate for RFP Number <> dated <>

Dear Sir/Madam,

1. We hereby certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:
    a. Inhibit the desired and the designed function of the equipment.
    b. Cause physical damage to the user or his equipment during the operational exploitation of the equipment.
    c. Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.

3. Without prejudice to any other rights and remedies available to Department of Posts, we are liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

Note: to be provided for all Hardware and Software proposed by SI. For more than one experience the naming terminology should be: Annexure 8a, Annexure 8b, and so on

6.28 Annexure 28: Fall Clause

(To be submitted on the Letterhead of the bidder)

To

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Subject: Fall clause on the pricing of the solution in reference to RFP No. <> dated <>

Dear Sir/Madam,

We, the undersigned, offer to provide solution as detailed under the Request for Proposal number ________dated ______ , published by the Department of Posts and our Technical Proposal.

I/We certify that there has been no reduction in the sale price of the goods of description identical to the goods supplied under this contract and such goods have not been offered/sold by me/ us to any person /organisation including the purchaser or any department of Central Government or any as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the Rate contract at a price lower than the price charged under the contract.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.29 Annexure 29: Technical Solution, Approach & Methodology

Bidder needs to submit in own format.

6.30 Annexure 30: Schedule of Requirements for Hardware Infrastructure and Software

6.30.1 Software and licenses

S. No.	Proposed Software, Licenses	Version and Year of Release (Proposed)	Version and Year of Latest Release	Original Supplier (If any)	Item Description	Unit of Measurement	Number of Units
	(Provide the Product Name)			-	-	-	-
	Add more rows as needed						

6.30.2 Hardware

S. No.	Proposed Hardware (Server)	IT /	Make & Model offered	Make and Model Available	Configuration	Number of Units
	Add Rows if required					

6.30.3 Human Resource (Implementation)

S No	Description (Role, Skill)	Location	Resources L1	Resources L2	Resources L3
			Qty	Qty	Qty
1					
2					
3					
4					
5					
6					
7					
	Add more row and columns as required				
	Total Amount in INR				
	Grand Total				
	Grand Total Amount in INR in Words				

Note: Deployment of these resources shall be limited to the implementation phase. Human resources proposed under Time & Material (T&M) arrangements and Operations & Maintenance (O&M) engagements are expressly excluded.

6.30.4 Human Resource (O&M)

S. No.	Description (Role, Skill)	Location (Bengaluru / Mysuru)	Level	Year 1		Year 2		Year 3		Year 4		Year 5	
				Part Time / Full Time	Qty	Part Time / Full Time	Qty	Part Time / Full Time	Qty	Part Time / Full Time	Qty	Part Time / Full Time	Qty
1	Linux*		L1*	Full Time*	4*								
2	Linux*		L2*	Full Time*	2*								
3	Linux*		L3*	Part Time*	1*								
4													

* for illustration purposes

6.30.5 Human Resource (T&M)

S. No.	Skill		Year 1	Year 2	Year 3	Year 4	Year 5
		Level L2/ L3	Qty	Qty	Qty	Qty	Qty
1	Add Skills						
2							
3							
4							

6.30.6 AMC / ATS

S. No.	Component	Make & Model	OEM	H/w or S/w	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
	Servers*			H/w*	2*	Warranty*	AMC*	AMC*	AMC*	AMC*
	Data base*					ATS*	ATS*	ATS*	ATS*	ATS*

*for illustration purposes

6.31 Annexure 31: CV of Project Manager

Bidder needs to submit in own format, including experience , education details, skill sets, certifications, etc.

6.32 Annexure 32: CV of Data Centre Specialist

Bidder needs to submit in own format, including experience , education details, skill sets, certifications, etc.

6.33 Annexure 33: CV of Solution Architect

Bidder needs to submit in own format, including experience, education details, skill sets, certifications, etc.

6.34 Annexure 34: CV of Security Specialist

Bidder needs to submit in own format, including experience , education details, skill sets, certifications, etc

.

6.35 Annexure 35: CV of IT Service Manager

6.36 Annexure 36: Suggestions on Draft Terms of Contract

S.No	Reference (Clause No. & Pg. No)	Deviation in the Proposal	Brief Reasons

We accept that modifications/ changes suggested in this annexure may or may not be considered in the final contract nor is this process construed as any commitment from Department of Posts to consider the suggestions. The financial and technical bid submitted by us is not dependent upon the acceptance of the changes suggested.

***Note**:*

1. Bidder shall list all clauses of the Draft Terms of Contract to which compliance is either partial or conditional or non-complaint with details and reasons thereof
2. Department of Posts reserves the right to reject the bid in the event of partial compliance or conditional compliance or non-compliance to any of the terms stipulated in the Draft Terms of Contract of the RFP

6.37 Annexure 37: Undertaking for Joint Venture

Undertaking in bidder’s own format wherein bidder must confirm and undertake that it is not, and does not intend to be, a Joint Venture or Consortium (which means an association of two or more individuals, firms, or companies).

6.38 Annexure 38: Format for any other relevant information

To be shared in Bidder's own format

6.39 Annexure 39: Undertaking for resource deployment

Bidder’s own format

Bidder needs to provide undertaking that the resources as per requirement mentioned at Section 4.6.5 “Resource Deployment” are available with the Bidder and will be deployed as and when required by DoP.

6.40 Annexure 40: Format for Commercial Bid

"PLEASE DO NOT UPLOAD THIS FORMAT WITH THE TECHNICAL BID SUBMISSION ON BIDDING PORTAL. ANY BIDDERS UPLOADING FINANCIAL INFORMATION IN TECHNICAL BID WOULD BE REJECTED."

BIDDER SHALL SUBMIT THIS ANNEXURE WITH FINANCIAL BID ONLY.

Note:

1) All hardware, software and licenses purchased by the System Integrator under this RFP shall be in the name of "Department of Posts" and immediately handed over to DoP after purchase.

2) The financial evaluation of bids shall be undertaken exclusively on the basis of the total price quoted for the initial contract period of five (5) years. The prices quoted for Years 6, 7, and 8 shall not be considered for the purpose of financial evaluation or determination of the L1 bidder. Notwithstanding the above, the year-wise prices quoted for Years 6, 7, and 8 shall remain firm and binding and shall be applicable in the event of extension of the contract for the respective year(s), subject to the terms and conditions of the RFP and the decision of the Department.

6.40.1 Summary of Financial Bid:

S. No.	Particular	Category	Amount in INR (A)	GST in INR (B)	Total in INR (A+B)
1	Software and licenses	Capex			
2	Hardware	Capex			
3	Human Resource (Implementation)	Capex			
4	Total of Implementation Capex **[Sum (1 to 3)]**	Capex			
5	AMC/ATS/ Subscriptions	Op-ex			
6	Human Resource (O&M)	Op-ex			
7	Operation & Maintenance **[Sum (6 & 7)]**	Op-ex			
8	Human Resource (T&M)	Op-ex			

9	**Grand Total [**Sum of 4, 5, 8 and 9] in INR				
10	**Grand Total in words**				

Note: Bidders are required to quote prices for all the line items above and their corresponding sub-components in the further sections of this commercial bid format. Availing of these services shall be at the sole discretion of the Department of Posts (DoP), and payment shall be made only upon such availing of services. Notwithstanding the above, the quoted prices shall form part of the bid evaluation process.

6.40.2 Software and licenses (one time procurement)

Software / Licenses	AI Data Centre/NGC Cloud Service	OEM	Description (Make, Model / Ver)	Qty	Price per Unit	Amount in INR
Please insert details as required						
Please insert details as required						
Please insert details as required						
Total Amount in INR (A)						
GST amount in INR (B)						
Grand Total with GST (A) + (B)						
Grand Total Amount in Words						

Note: the "price per unit/rate" should be inclusive of all applicable taxes, duties, levies, and charges, excluding GST.

6.40.3 Hardware

Item Description	OEM		Item Description (Make and Model / Version)	Qty	Price per Unit	Number of Units	Total Price
Add more rows as required							
Total Amount in INR (A)							
GST amount in INR (B)							
Grand Total with GST (A) + (B)							
Grand Total Amount in Words							

Note: the "price per unit/rate" should be inclusive of all applicable taxes, duties, levies, and charges, excluding GST.

6.40.4 Human Resource (Implementation)

S No	Role Description	Cloud / AI DC	Resources L1			Resources L2			Resources L3		
			Qty	Rate	Amt	Qty	Rate	Amt	Qty	Rate	Amt
1											
2											
3											

S No	Role Description	Cloud / AI DC	Resources L1			Resources L2			Resources L3		
			Qty	Rate	Amt	Qty	Rate	Amt	Qty	Rate	Amt
4											
5											
6											
7											
	Add more row and columns as required										
	Total Amount in INR (A)										
	GST amount in INR (B)										
	Grand Total with GST (A) + (B)										
	Grand Total Amount in Words										

Note: a. Deployment of these resources shall be limited to the implementation phase. Human resources proposed under Time & Material (T&M) arrangements and Operations & Maintenance (O&M) engagements are expressly excluded.

b. the "price per unit/rate" should be inclusive of all applicable taxes, duties, levies, and charges, excluding GST.

6.40.5 AMC / ATS/Subscriptions

Note: Subscription model licenses cost to be mentioned here.

S No	Role Description	H/w or S/w	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7			Year 8		
			Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount
	Add row as required																									
	Total Amount in INR (A)																									
	GST amount in INR (B)																									
	Grand Total with GST (A) + (B)																									
	Grand Total Amount in Words																									

Note: the "price per unit/rate" should be inclusive of all applicable taxes, duties, levies, and charges, excluding GST.

6.40.6 Human Resource (Operations and Maintenance)

S No	Role Description	Category (IMS O&M or AI DC O&M)	Resource Level L1/L2/L3	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7			Year 8		
				Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount
	Linux*		L1*	5*	500*	2500*																					
	Linux*		L2*	2*	400*	800*																					
	Total Amount in INR (A)																										
	GST amount in INR (B)																										
	Grand Total with GST (A) + (B)																										
	Grand Total Amount in Words																										

*For illustration only.

Note: a. the “price per unit/rate” should be inclusive of all applicable taxes, duties, levies, and charges, excluding GST.

b. The bidder is required to extend the above commercial bid format to include pricing for the complete project duration of 8 years (initial 5 years plus extendable period of up to 3 years, on a year-on-year basis). The commercial bid submitted for the entire 8-year period shall be considered for financial bid evaluation.

6.40.7 Human Resource (T&M)

S.No	Skill	Level L1/L2/ L3	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7			Year 8		
			Rate	Qty	Amount	Rate	Qty	Amount	Rate	Qty	Amount	Rate	Qty	Amount	Rate	Qty	Amount	Rate	Qty	Amount	Rate	Qty	Amount	Rate	Qty	Amount
1	Add Skills																									
2																										
3																										
4																										
5																										
6																										
7																										
Total Amount in INR (A)																										
GST amount in INR (B)																										
Grand Total with GST (A) + (B)																										
Grand Total Amount in Words																										

Note: a. Payment will be done on pro-rata basis. For detailing, bidder may refer to section 4.6.5 of the RFP.

b. the “price per unit/rate” should be inclusive of all applicable taxes, duties, levies, and charges, excluding GST.