

Request for Proposal (RFP)
for
**Selection of System Integrator (SI) for Capacity
Enhancement of SAN Storage**

RFP No. PLI-56/2/2025-PLI-DOP-Part(1)

Department of Posts

Ministry of Communications

Government of India



Contents

| | | |
|----------|---|----------|
| 1 | Disclaimers | 8 |
| 1.1 | Regarding Purpose of the RFP Document..... | 8 |
| 1.2 | Regarding Documents/ guidelines | 8 |
| 1.3 | Regarding Information Provided | 8 |
| 1.4 | Regarding RFP Document:..... | 8 |
| 2 | Structure of the RFP | 8 |
| 2.1 | Part 1: Instruction to Bidders..... | 9 |
| 2.2 | Part 2: Scope of Work (Functional, Technical & Operational requirements)..... | 9 |
| 2.3 | Part 3: Contract..... | 9 |
| 3 | Part 1 | 9 |
| 3.1 | Background | 9 |
| 3.2 | RFP Factsheet..... | 10 |
| 3.3 | Bidding Process..... | 12 |
| 3.4 | Instruction to Bidder..... | 12 |
| 3.4.1 | General instructions..... | 12 |
| 3.4.2 | Purpose..... | 12 |
| 3.4.3 | Completeness of Response..... | 13 |
| 3.4.4 | Purchase Preference Policies of the Government..... | 13 |
| 3.4.5 | Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)..... | 13 |
| 3.4.6 | Bidders - Eligibility | 14 |
| 3.4.7 | Consortium | 16 |
| 3.4.8 | Sub-Contracting..... | 16 |
| 3.4.9 | RFP Document Fee..... | 16 |
| 3.4.10 | Bid Preparation Costs | 16 |
| 3.5 | Earnest Money Deposit (EMD) | 16 |
| 3.6 | Code of Integrity | 18 |
| 3.6.1 | Prohibition | 18 |
| 3.6.2 | Obligations for Proactive Disclosures:..... | 19 |
| 3.7 | Restrictions based on Reciprocity..... | 19 |
| 3.8 | Blacklisting & Debarment..... | 20 |
| 3.9 | Conflict of Interest..... | 20 |
| 3.10 | Pre-Bid Meeting & Clarifications | 21 |
| 3.10.1 | Pre-Bid Conference | 21 |
| 3.10.2 | Responses to pre-bid queries and corrigendum..... | 23 |
| 3.10.3 | Corrigenda/ Addenda to RFP Document..... | 23 |

| | |
|--|-----------|
| 3.11 Complaints..... | 23 |
| 3.12 Submission of Bids | 24 |
| 3.12.1 Format of Submission | 24 |
| 3.13 Authorized Signatory..... | 25 |
| 3.14 Document Comprising the bids | 25 |
| 3.15 Language of Bid & Contract..... | 25 |
| 3.16 Deviations, Exclusions and Assumptions | 25 |
| 3.17 Late bids, Delayed Bids and Post Bid Offers..... | 26 |
| 3.18 Modification and Withdrawal of Bids | 26 |
| 3.19 Fraudulent and Corrupt Practices | 26 |
| 3.20 Period of Validity of Bids | 27 |
| 3.21 Right to the content of the Bids/ Proposal | 27 |
| 3.22 Right to terminate | 27 |
| 3.23 Right to accept/ reject any of all bids..... | 27 |
| 3.23.1 General Rejection Criteria..... | 28 |
| 3.23.2 Technical Rejection Criteria | 29 |
| 3.23.3 Commercial Rejection Criteria | 29 |
| 3.24 Bid Opening and Evaluation Process..... | 29 |
| 3.24.1 Evaluation Process | 29 |
| 3.24.2 Preliminary Examination of Bids..... | 30 |
| 3.24.3 Evaluation of Technical Bids | 31 |
| 3.25 Cartel Formation/ Pool Rates | 31 |
| 3.26 Reasonableness of Rates Received | 32 |
| 3.27 Consideration of Abnormally Low Bids..... | 32 |
| 3.28 Evaluation of Financial Bids and Ranking of Bids | 32 |
| 3.28.1 Ranking of Financial Bids | 32 |
| 3.28.2 Key Considerations..... | 33 |
| 3.29 Award of Contract..... | 34 |
| 3.29.1 Letter of Award (Acceptance LoA) and Signing of Contract..... | 34 |
| 3.29.2 Performance Security Deposit | 35 |
| 3.30 Failure to Agree with the Terms & Conditions of the RFP | 37 |
| 3.31 Confidentiality by DoP..... | 37 |
| 3.32 Minimum Eligibility Criteria | 37 |
| 3.33 Technical Evaluation Criteria | 41 |
| 3.34 Financial Bid (Online Submission) | 41 |
| 4 Part 2: Scope of work | 41 |

| | | |
|----------|--|-----------|
| 4.1 | Current Environment..... | 41 |
| 4.2 | The detailed Scope of work further detailed in subsequent sections as below: | 42 |
| 4.2.1 | Deployment of Solution..... | 44 |
| 4.2.2 | Data Migration | 45 |
| 4.2.3 | Other Scope | 46 |
| 4.3 | Timelines and Payment Milestones..... | 47 |
| 4.4 | Penalties due to delay in services | 48 |
| 5 | Part 3: draft Contracts | 49 |
| 5.1 | Master Service Agreement..... | 49 |
| 5.1.1 | Definitions and Interpretations | 50 |
| 5.1.2 | Scope of Work | 55 |
| 5.1.3 | Term and Duration of the Agreement..... | 55 |
| 5.1.4 | Conditions Precedent | 56 |
| 5.1.5 | Key Performance Measurement | 57 |
| 5.1.6 | Representations and Warranties..... | 59 |
| 5.1.7 | Obligations | 62 |
| 5.1.8 | Approvals and Required Consents | 62 |
| 5.1.9 | Use of Assets by the Bidder..... | 63 |
| 5.1.10 | Access to the DoP's Locations or its Nominated Agencies..... | 64 |
| 5.1.11 | Management of Project..... | 64 |
| 5.1.12 | Financial Matters | 65 |
| 5.1.13 | Events of Default, Termination and Suspension..... | 69 |
| 5.1.14 | Indemnification & Limitation of Liability..... | 73 |
| 5.1.15 | Force Majeure..... | 76 |
| 5.1.16 | Confidentiality | 78 |
| 5.1.17 | Audit, Access and Reporting..... | 80 |
| 5.1.18 | Ownership and Intellectual Property Rights | 80 |
| 5.1.19 | Warranty | 81 |
| 5.1.20 | Insurance Cover | 83 |
| 5.1.21 | Miscellaneous | 84 |
| 5.1.22 | Schedule I – Governance Schedule | 92 |
| 5.1.23 | Schedule II – Change Control Schedule | 94 |
| 5.1.24 | Schedule III- Exit Management Schedule | 95 |
| 5.1.25 | Schedule IV- Terms of Payment Schedule..... | 99 |
| 5.1.26 | Schedule V- Audit, Access and Reporting..... | 100 |
| 5.1.27 | Format for Change Control Notice | 102 |
| 5.1.28 | Annexure A- Bid Response / Proposal..... | 104 |

| | |
|---|------------|
| 6 Annexures: | 105 |
| 6.1 Annexure 1: Template for Pre-Bid Queries | 106 |
| 6.2 Annexure 2: Technical Proposal Checklist | 107 |
| 6.3 Annexure 3: Profile of the Bidding Firm..... | 110 |
| 6.4 Annexure 4: Eligibility Criteria Covering Letter | 111 |
| 6.5 Annexure 5: Copy of Certification of Incorporation/ Registration Certificate | 113 |
| 6.6 Annexure 6: Copy of GST Registration Certificate | 114 |
| 6.7 Annexure 7: Copy of PAN Card | 115 |
| 6.8 Annexure 8: Certificate indicating years of operations..... | 116 |
| 6.9 Annexure 9: DPIIT Start Up registration Certificate / MSE's Certificate | 117 |
| 6.10 Annexure 10: Turnover, Profitability and Net Worth Certificate | 118 |
| 6.11 Annexure 11: Copy of ISO accreditation /certification(s) | 119 |
| 6.12 Annexure 12: Bidder's experience in Servers and SAN Storage | 120 |
| 6.13 Annexure 13: Format for Relevant experience | 121 |
| 6.14 Annexure 14: Manufacturer Authorization Form (MAF) | 122 |
| 6.15 Annexure 15: OEM Support Letter | 123 |
| 6.16 Annexure 16: Support Centre | 124 |
| 6.17 Annexure 17: Format for undertaking for non-blacklisting and non-debarment..... | 125 |
| 6.18 Annexure 18: Format for Power of Attorney (For bid submission) | 126 |
| 6.19 Annexure 19: Conflict of Interest..... | 127 |
| 6.20 Annexure 20: Disclosure of Court Cases | 128 |
| 6.21 Annexure 21: Self-Declaration by Bidder w.r.t Rule 144 (xi) in GFR 2017..... | 129 |
| 6.22 Annexure 22: Non- Disclosure Agreement..... | 130 |
| 6.23 Annexure 23: Individual Non- Disclosure Agreement | 133 |
| 6.24 Annexure 24: Declaration for Local Content..... | 135 |
| 6.25 Annexure 25: Bid Security Declaration..... | 136 |
| 6.26 Annexure 26: Pre-Contract Integrity Pact..... | 138 |
| 6.27 Annexure 27: Integrity Pact..... | 144 |
| 6.28 Annexure 28: No- Deviation Certificate | 145 |
| 6.29 Annexure 29: Self-Declaration Format | 146 |
| 6.30 Annexure 30: Proforma for Performance Bank Guarantee | 148 |
| 6.31 Annexure 31: Insurance Surety Bond | 150 |
| 6.32 Annexure 32: Bank Guarantee / Insurance Surety Bond Verification Check List..... | 153 |
| 6.33 Annexure 33: Format of Power of Attorney (to be provided by Successful bidder for document execution)..... | 156 |
| 6.34 Annexure 34: Technical Compliance Sheet | 158 |

| | |
|--|-----|
| 6.35 Annexure 35: Proforma for Bank Guarantee for EMD | 159 |
| 6.36 Annexure 36: Undertaking for Terms and Conditions | 161 |
| 6.37 Annexure 37: Malicious Code certificate from Bidder | 162 |
| 6.38 Annexure 38: Malicious Code certificate from OEM | 163 |
| 6.39 Annexure 39: Fall Clause | 164 |
| 6.40 Annexure 40: Product and Solution Integration | 165 |
| 6.41 Annexure 41: Technical Solution, Approach & Methodology | 166 |
| 6.42 Annexure 42: Schedule of Requirements for Hardware Infrastructure and Software – own format | 167 |
| 6.43 Annexure 43: Team Composition and Task Assignments | 168 |
| 6.44 Annexure 44: CV of Proposed Resources | 169 |
| 6.45 Annexure 45: Staffing Schedule - own format | 170 |
| 6.46 Annexure 46: Work Schedule | 171 |
| 6.47 Annexure 47: Suggestions on Draft Terms of Contract | 172 |
| 6.48 Annexure 48: Undertaking for Joint Venture | 173 |
| 6.49 Annexure 49: Format for any other relevant information | 174 |
| 6.50 Annexure 50: Format for Commercial Bid | 175 |

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

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

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, manpower 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 Supply, Installation, Integration, and Implementation of SAN Storage.

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.

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

Each Rural Post Office serves about 6,030 people and the Urban Post Office serves about 31,422 people. On average, each Post Office in India covers about 19.93 Square Kilometers and serves an average of about 8,415 people. (For more details: Annual Report 2023-24 available at India Post website (www.indiapost.gov.in) may be referred).

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 capacity enhancement of its existing SAN Storage.

3.2 RFP Factsheet

| Particulars | Details |
|--|---|
| Proposal Inviting Authority | Chief General Manager, Postal Life Insurance Directorate of Postal Life Insurance, Chanakyapuri Post Office Complex, New Delhi - 110021 |
| Name of Project Work | Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage |
| RFP Reference No. | PLI-56/2/2025-PLI-DOP-Part(1) |
| Place of availability of Documents (RFP) | CPP Portal https://eprocure.gov.in/cppp/ India Post website: https://www.indiapost.gov.in/ |
| Place of submission of Bids | CPP Portal https://eprocure.gov.in/cppp/ |
| RFP Category | Goods |
| Type/Form of Contract | Goods |

Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

| Particulars | Details |
|---|--|
| 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 | 26-12-2025 |
| Bid Validity days | 180 days |
| Language | Proposals should be submitted in English only |
| Cost of RFP Document | Nil |
| EMD | ₹ 1,21,00,000/- |
| E-mail Address to send Pre-bid Queries | projectoffice.plidte@indiapost.gov.in |
| Nature of Bid Process | Bidding in two Covers. Envelope / Cover – I: Technical Bid Envelope / Cover – II: Commercial Bid |
| Method of Selection | L1 (Lowest-1) |
| Last Date and Time for submission of Pre-Bid Queries | 01-01-2026 05:00 pm |
| Date of Pre-bid Meeting | 05-01-2026 11:00 am |
| Place of Pre-bid meeting | Conference Hall, PLI Directorate, Chanakyapuri, New Delhi - 110021 |
| Last date and time for submission response on Pre-Bid Queries | 08-01-2026 05:00 pm |
| Last date and time for submission of Bids | 19-01-2026 05:00 pm |
| Opening of Technical Bids | 20-01-2026 11:00 am |
| Opening of Commercial Bids | 30-01-2026 11:00 am |
| Details for Correspondence | projectoffice.plidte@indiapost.gov.in |
| Consortium | Not Allowed |
| Sub-Contracting | Not Allowed |

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 Pre-Qualification Criteria and Technical Qualification will proceed with Financial Evaluations. The final evaluation will be made on the L1/Lowest-1 method explained in the sub-section "Evaluation Method" of this RFP.
4. The 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. Finalization of the contract will be based on the L1 (Lowest-1) bid process, followed by the award of the contract.

3.4.2 Purpose

The purpose of this RFP is to invite reputed firms to submit their technical proposals and commercial offers for the capacity enhancement of its existing SAN Storage through Supply, Installation, Integration, and Implementation of SAN Storage which will also involve data migration.

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 22: Non- Disclosure Agreement and Annexure 23: Individual 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 Purchase Preference Policies of the Government

Unless otherwise stipulated in factsheet, DoP reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
2. Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

3.4.5 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

3.4.5.1 Support to MSEs

MSEs shall be exempted from payment of Earnest Money, shall be required only to submit Bid Security Declaration, as per Annexure: 8.2.3 Bid Security Declaration.

3.4.5.2 Purchase Preference to MSEs

DoP reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises if they agree to match the L-1 price. Since the item/work cannot be split/divided, the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of the total tendered value to MSE, considering the spirit of the Policy for enhancing Government procurement from MSEs considering the spirit of the Policy for enhancing Government procurement from MSEs

3.4.5.3 Support to Start-up Enterprises

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

1. **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (they shall be required only to submit Bid Security Declaration as per Annexure 25: Bid Security Declaration)
2. **Relaxation in Prior Turnover and Experience:** DoP reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of DoP in this regard shall be final.

3.4.6 Bidders - Eligibility

3.4.6.1 Bidders

Subject to provisions in the following clauses in this section and provisions in RFP Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in this RFP Document.

3.4.6.2 Eligibility Criteria for Participation in this RFP

Subject to provisions in this RFP Document, participation in this RFP Process is open to all bidders who fulfil the Eligibility criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the eligibility criteria detailed in this RFP, which shall be considered to be part of this clause of Instructions to Bidders (even though it is not being reproduced here for the sake of brevity). The Bidder must:

1. be a private entity, or public entity (State-owned enterprise or institution).
2. 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).
3. be a manufacturer of the product offered or be dealer authorised by the Principal/ OEM.

4. not be 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 must not be the subject of legal proceedings for any of these reasons.
5. not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its RFP Processes; and/ or
6. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in RFP Processes of all of its entities, for:
 - a. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - b. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - c. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
7. Not have an association (as a bidder/ partner/ director/ employee in any capacity)
 - a. of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
 - b. of the near relations of executives of DoP involved in this RFP Process.
8. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.
9. Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
10. In case any Bidder has undergone corporate restructuring (including merger, demerger, hive-off, slump sale etc.), it may showcase credentials of its erstwhile/current entity, provided sufficient documentary proof is submitted with the proposal to exhibit that such credentials have accrued to/ transferred to/ are in the name of the bidding entity and the bidding entity is authorized to use such credentials. Notwithstanding the foregoing, credentials of the parent entity, holding entity, subsidiaries or affiliates etc. cannot be used (and shall not be considered) unless such parent entity, holding entity, subsidiaries or affiliates etc. is itself bidding.

3.4.6.3 Eligibility of bidders from specified countries

1. All procurement will comply with Order No.6/18/2019-PPD dated 23rd July 2020 and DoE (MoF) order No.F.7/10/2021-PPD (1) dated 23.02.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance along with any amendments thereof.
2. Any Bidder from a country that shares a land border with India will be eligible to bid in this EoI only if the Bidder is registered with the Competent Authority as per DoE (MoF) order No.F.7/10/2021-PPD (1) dated 23.02.2023.

3. Any Bidder (including an Indian bidder) who has a Specified Transfer of Technology (TOT) arrangement with an entity from a country that shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority as per DoE (MoF) order No.F.7/10/2021-PPD (1) dated 23.02.2023.
4. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as per DoE (MoF) order No.F.7/10/2021PPD (1) dated 23.02.2023.

3.4.7 Consortium

Consortium is not allowed.

3.4.8 Sub-Contracting

Subcontracting is not allowed.

3.4.9 RFP Document Fee

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

3.4.10 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 ₹ 1,21,00,000/ 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 forty-five days (45) beyond the final bid validity period:
 - 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. EMD shall be exempted for Government bodies/PSU, SSI and MSE organizations on the production of the relevant certificate as proof. The exemption clause, however, does not apply when such Bidder's participate in the Bid Process with private players and startup enterprises as mentioned under clause 3.4.5.3(1).
 5. 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.
 6. The EMD of the successful Bidder will be returned, without interest, upon submission of the Performance Bank Guarantee (of the amount and in the format is specified in Annexure 6 of this RFP) by the successful Bidder.
 7. 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.
 8. **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 Bank Guarantee per the terms and conditions (including timelines for furnishing PBG) of this RFP.
- e If the Bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid.
- f During the Bid process, if the Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

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.

9. **Return of EMD:** Unsuccessful Bidders' EMD shall be returned to them without any interest not later than 30 (thirty) days after the conclusion of the resultant contract. Successful Bidder's EMD shall be returned without any interest after receipt of performance security from them.

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 Annexure 6 of 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 Blacklisting & Debarment

1. The bidder shall be debarred if they have been convicted of an offence-
 - a Under the Prevention of Corruption Act, 1988; or
 - b The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - c A bidder debarred under 3.8 (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any RFP issued by DoP for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
 - d Suspected to be or doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
2. The bidders are required to submit the undertaking for non-blacklisting as per appropriate format mentioned in Annexure 6. Additionally, the bidders shall keep DoP informed of any change in the status of blacklisting of company throughout the bid process.
3. The bidder should not have changed its name or created a new “Allied Entity”, consequent to having declared ineligible/suspended/blacklisted/banned/debarred as above.

3.9 Conflict of Interest.

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this RFP. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in as per the appropriate format in Annexure 6 of this RFP. A bidder in this RFP Process shall be considered to have a conflict of interest if the bidder:

1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
2. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

3. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
4. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of DoP regarding this RFP process; or
5. participates in more than one bid in this RFP process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
6. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the RFP Document etc) of this RFP process; or
7. has a close business or family relationship with a staff of the Procuring Organization who: (i) are directly or indirectly involved in the preparation of the RFP document or specifications of the RFP Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to DoP throughout the RFP process and execution of the Contract.

3.10 Pre-Bid Meeting & Clarifications

3.10.1 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 Annexure 6 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 capacity enhancement of SAN Storage
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.

3.10.2 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.

3.10.3 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.

3.11 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.

3.12 Submission of Bids

3.12.1 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 hard copy) along with a scanned copy in the online proposal. **The Bidders must note that the hard copies of Integrity Pact, EMD and power of attorney should be got submitted in original before the last date of submission of bid.**
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.

3.13 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.

3.14 Document Comprising the bids

All the required formats and templates for submission of the proposal are provided in Annexure 6 of this RFP. Bidders are advised to carefully review and use these prescribe 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 and sure that all required information, certifications and declarations are duly filled and submitted as per Annexure-6.

3.15 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.

3.16 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 Annexure 6 of this RFP.

3.17 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 hard copies of Integrity Pact, EMD and power of attorney in original before the last date of submission of bid along with a scanned copy in the online proposal. Bid submitted by any other means including, email, hardcopy, Fax etc. shall be rejected.

3.18 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.

3.19 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.

3.20 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).

3.21 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.

3.22 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.

3.23 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 Annexure 6 of this RFP.

3.23.1 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 Annexure 6 of 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 without Power of Attorney executed in favour of the Authorized Signatory as per present in Annexure 6 of this RFP.
9. Responses in consortium.
10. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of its RFP Proposal.
11. Bids received by the DoP, after the last date and time prescribed for receipt of bids.
12. Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

3.23.2 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

3.23.3 Commercial Rejection Criteria

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

3.24 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.

3.24.1 Evaluation Process

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

2. The TEC 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 TEC, will be entertained outside the evaluation process conducted by the TEC.
5. The TEC may ask for meetings with the Bidders to evaluate their suitability for the assignment and TEC may also seek information/clarification from the bidders.
6. The TEC 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.

3.24.2 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) to meet the requirements mentioned in the RFP.

3.24.3 Evaluation of Technical Bids

Bidder shall submit the technical proposal in the prescribed form as present in Annexure 6 of this RFP. The evaluation of the Technical Proposals will be carried out in the following manner:

1. TEC 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 requirement 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. DoP reserves the right to do a reference check of the experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.
6. The Commercial Proposals of Bidders who do not qualify for technical bids shall be kept unopened.

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.

3.25 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.

3.26 Reasonableness of Rates Received

DoP shall 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.

3.27 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.

3.28 Evaluation of Financial Bids and Ranking of Bids

3.28.1 Ranking of Financial Bids

1. Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all eligible bidders are evaluated and ranked to determine the lowest priced bidder.

2. Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from DoP's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/ unloading/ stacking, insurance etc.

3. If any bidder offers conditional discounts/ rebates in his bid or suo motu discounts and rebates after the RFP (technical-commercial) opening, such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
4. Unless announced beforehand, the quoted price shall not be loaded based on deviations in the technical conditions. If it is so declared, such loading of the financial bid shall be done as per the relevant provisions.
5. As per policies of the Government, from time to time, the DoP reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the RFP Document.
6. Evaluation of Bids shall include and consider the following taxes/ duties, :
 - a in the case of Goods manufactured in India or Goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the bidder;
 - b DoP shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
 - c If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
7. **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

3.28.2 Key Considerations

1. All costs mentioned in the commercial sheet shall be inclusive of all taxes, except GST. GST may be furnished separately in the commercial bid.
2. Evaluation of the commercial proposal shall be undertaken on the cost mentioned by Bidder, which is inclusive of all taxes.
3. Any mischarging shall be refunded by the Bidder.
4. DoP has the right to use the complete or partial scope of services or components in the final contract.
5. DoP may change the quantity. Successful Bidder shall not object to the upward or downward variation in quantities of any item.

6. The Bidder should provide all prices as per the prescribed format.
7. All the prices are to be entered in Indian Rupees (INR) only.
8. DoP reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties and levies indicated.
9. The Bidder needs to account for all Out-of-Pocket expenses due to flight, boarding, lodging and other related items.
10. No escalations in prices will be considered under any circumstances excluding changes in applicable rates of Statutory taxes/duties/levies.
11. Taxes shall be deducted as applicable at the time of invoicing and deposited with the authority concerned by DoP.

3.29 Award of Contract

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

3.29.1.1 Selection of Successful Bidder(s)

The DoP shall award the contract to the Bidder(s) whose bid(s) is suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the RFP Document.

3.29.1.2 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.

3.29.1.3 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. This notification shall state the sum that the DoP shall pay the bidder in consideration of the supply of the Goods. 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 GeM/ CPP Portal (If applicable) and obtain a unique GeM/ CPP Portal (If applicable) Seller ID before the placement of LoA or the contract. This ID shall be incorporated in the contract.

3.29.1.4 **Signing of Contract**

1. Within 3 working days of 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 sign the contract within the period of 5 calendar days of the receipt of the contract. 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.

3.29.2 **Performance Security Deposit**

1. The successful Bidder shall at his own expense, deposit with DoP within 10 calendar days of the letter of award (done through the issuance of the Letter of Acceptance) an unconditional and irrevocable and continuing Performance Security Deposit (SD/PBG) as per the formats provided at Annexure 6 of 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 No: 0000003070812879

- ii. Account Name: SENIOR POSTMASTER, SAROJINI NAGAR HEAD POST OFFICE (Receipt A/c)
- 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 Payee No: 0000003070812879
- vi. Account Name: SENIOR POSTMASTER, SAROJINI NAGAR HEAD POST OFFICE
- vii. Full Address of Account Payee's Bank: 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 or pledged in the name of the Department of Posts (SENIOR POSTMASTER, SAROJINI NAGAR HEAD POST OFFICE). 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 5% of the contract value (including GST). 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.

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.

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

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

3.31 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
2. Under compulsion of law or it is already public knowledge, or
3. 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.

3.32 Minimum Eligibility Criteria

| Sr. No. | Description | Documents Required |
|---------|---|---|
| 1 | <p>Registration:</p> <p>1. The Bidder should be registered under the Companies Act, 1956 / 2013 (or as amended) or a Limited Liability Partnership under LLP Act 2008 (or as amended) / Partnership firm under the Partnership Act 1932.</p> | <ol style="list-style-type: none"> 1. Copy of Certification of Incorporation/ Registration Certificate. 2. Copy of GST Registration Certificate 3. Copy of PAN Card 4. Certificate from the Statutory Auditor / Chartered Accountant indicating the number of years of operations in India as of the bid submission date 5. DPIIT Start Up registration Certificate / MSE's Certificate (if applicable). The |

| Sr. No. | Description | Documents Required |
|---------|--|--|
| | <p>2. Registration with GST authority.</p> <p>3. The Bidder should have completed at least 5 years of Operations (immediately preceding in last 5 years) in India as of the bid submission date.</p> | <p>authorized signatory bidder should submit a board resolution for the same.</p> |
| 2 | <p>Turnover:</p> <p>1. The Bidder shall have a minimum average turnover of at least INR 73 Cr. (Seventy Three Crore Rupees) during the last three financial years (i.e., 2022-23, 2023-24 and 2024-25) and shall have been profitable in each of these years.</p> <p>2. The bidder/s who are Startups / MSEs shall have a minimum average turnover of at least INR 60 Cr. (Sixty Crore Rupees) during the last three financial years (i.e., 2022-23, 2023-24 and 2024-25) and shall have been profitable in each of these years.</p> <p>This turnover must be the standalone company turnover and not that of any group of companies.</p> | <p>1. Copy of consolidated Balance Sheet and consolidated Profit & Loss statement certified by statutory auditor / Chartered accountant / company secretary of the entity for the last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25).</p> <p>2. Certificate from the Statutory Auditor indicating year-wise profit for the last three financial years (i.e. 2022-23, 2023-24 and 2024-25)</p> |
| 3 | <p>Networth: The Bidder should have positive net worth in each of the last three financial years (i.e. 2022-23, 2023-24 and 2024-25)</p> | <p>Certificate from Bidder's Statutory Auditor providing net-worth details for last three years, viz., 2022-23, 2023-24 and 2024-25.</p> |
| 4 | <p>Certifications: The Bidder should have at least two of the following accreditations / certifications valid as of the last date of bid submission.</p> <p>a) ISO 27001:2022</p> | <p>Copy of accreditation /certification(s) valid as of the last date of bid submission duly certified by the authorised signatory</p> |

| Sr. No. | Description | Documents Required |
|---------|--|--|
| | b) ISO/IEC 20000-1:2018 c) ISO 9001:2015 | |
| 5 | Experience: Bidder should be in the business of Servers, SAN Storage, SAN switches and Network switches supply and implementation in India for at-least the last 3 years. | Undertaking from the bidder to verify their experience in the business of Servers, SAN Storage, SAN switches and Network switches supply and implementation in India for at-least the last 3 years. |
| 6 | Relevant experience: The bidder should have supplied and migrated at least 2 solutions for 1 (one) Peta Byte (or above) each of storage of the proposed OEM SAN storage in at least one Government Department/ scheduled commercial bank / Public Sector Enterprise during the last three years as on bid publishing date. | Bidder to submit at least 2 Purchase Orders / Contract copy along with completion certificate issued against the said purchase order. Completion certificate should be issued by organization / firm where such items are installed. The date of Purchase Order(s)/ Contract copy should be within the last 3 years as on bid publishing date. |
| 7 | Authorised Partner: Bidder should be an authorized partner of OEM's Products. The bidder should have a support agreement with the proposed hardware OEM(s). The support agreement should include post-sales support, technical assistance support, spares support, etc | Bidder to submit authorization letter on the letterhead of the OEM. 1. Bidder to submit MAF Issued by authorized signatory of OEM specifying that the bidder has a support agreement and that the support agreement includes post-sales support, technical assistance support, spares support, etc. |
| 8 | Support Centre: Bidder should have its own support centre in Mumbai and Bengaluru for onsite, Telephonic and Remote Assistance Services. | Bidder to submit an undertaking with address and details of the support centre including the number of people at each location for support |
| 9 | Non-Debarment / non-blacklisting: Self-certification by the Bidder that the bidder (or any of its successors) is not on the active debarred list / blacklisted for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central / State Government / PSU / any other statutory body of India as on bid submission date. | The Bidder shall furnish a Self-Certification by the CEO/ Country Head/ Authorized signatory of the company to be provided on non-judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by a notary public. |

| Sr. No. | Description | Documents Required |
|---------|--|---|
| 10 | Board Resolution or Power of Attorney: A Board Resolution or Power of Attorney in the name of the person executing the bid (and associated documents as required under this RFP) authorizing the signatory. The person issuing the Power of Attorney shall possess Board Resolution in their favour for granting such rights. | Specific Power of Attorney for the Bidder to sign the Contract Agreement. |
| 11 | Conflict of Interest: The firm should not be owned or controlled by any employee of DoP or their relatives. | Refer appropriate form in Annexure 6 of this RFP |
| 12 | Pending Court Cases: To assess the tenability and future viability of the bidder. | Refer appropriate form in Annexure 6 of this RFP |
| 13 | Abiding Rule 144 (xi) of GFR 2017: To ensure provisions related to procurement from a bidder of a country that shares a land border with India. | Refer appropriate form in Annexure 6 of this RFP |

Note:

1. Bidder to refer to appropriate format in Annexure 6 of this RFP.
2. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
3. Either the bidder authorized by OEM or the OEM can bid but not both.
4. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
5. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
6. The Bidder must be duly registered under the Employees' State Insurance (ESI) Act and Employees' Provident Fund (EPF) Act and, where applicable, must hold a valid Labor License as mandated by prevailing statutory regulations and Government of India procurement guidelines.

3.33 Technical Evaluation Criteria

Bidder to meet the minimum eligibility criteria and the technical specifications as mentioned in this RFP

3.34 Financial Bid (Online Submission)

Technically qualified bidders as per technical evaluation process will participate in commercial bid opening process. The bidder with the lowest commercials / bid quotation will be declared commercially L1 bidder. The bidder should quote as per Price Format in Indian Rupees as the all-inclusive price for the desired work/services. While submitting the financial bid, following must be kept in mind:

1. The price quoted should include all costs associated with the assignment. Tax breakup should be provided by the bidder.
2. The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
3. In case there is a difference between the amount quoted in words and the amount quoted in numbers, then in such a case the amount quoted in words will be considered.

The financial bid should be submitted in the Price Format given in Annexure 6 of this RFP.

4 Part 2: Scope of work

4.1 Current Environment

The Department of Posts (DOP) currently utilizes the IBM DS8870 and DS8910F, which are high-performance, enterprise-class storage systems specifically engineered to deliver exceptional speed, reliability, and security for mission-critical workloads in demanding operational environments. These systems facilitate multi-site replication for disaster recovery purposes, ensuring rapid data access with minimal latency, and incorporate automated tiered storage to optimize capacity utilization efficiently.

The architecture of these systems is designed to be flexible, enabling hybrid multi-cloud integration that assists enterprises in optimizing storage expenditures while enhancing data security and ensuring compliance with regulatory requirements applicable to controlled data environments. In summary, the IBM DS8000 series is meticulously engineered to provide robust, scalable, and secure storage solutions for large enterprises operating critical workloads on IBM infrastructure.

As the IBM DS 8870 storage has reached End of Support Life (EOSL), DoP intends to upgrade its SAN storage DS8910F to meet its additional/or existing operational and future capacity requirements.

The scope of work shall include **Capacity enhancement of DS8910F** through supply, installation, configuration, along with seamless data migration from the existing storage systems (including DS 8870) to the upgraded storage, ensuring minimal business disruption and continuity of services.

4.2 The detailed Scope of work further detailed in subsequent sections as below:

1. Total 1.24 Peta Bytes (PB) of usable storage without compression, out of which Minimum 620 TB usable capacity at Data Center (DC) and Minimum 620 TB usable capacity to be commissioned at the Disaster Recovery (DR) site.
2. The successful bidder will prepare and submit a detailed project plan for Capacity enhancement of DS8910F, and associated hardware upgradation, and complete migration from DS 8870 to DS8910F.
3. The successful bidder will prepare and submit a detailed design document comprising all the tasks as mentioned in the scope of work including the migration plan and strategy.
4. Bidder should submit the architecture design, detailed project plan, configuration, implementation, User Acceptance Testing (UAT) and rollback plan along with the documentation on detailed solution architecture diagram, high-level and low-level design as industry best practices and same has to be approved by the department before initiating the implementation of the supplied solution.
5. The successful bidder to enhance the capacity of the existing DS8910F systems from its existing usable capacity of ~335 TB including all advanced features and necessary licensing required for full functionality by adding additional drives and other required hardware at the data centers located in Mumbai and Mysore. This enhancement will provide an additional usable capacity of ~620 TB at each site.
6. The bidder shall specify in the RFP response, the various infrastructure requirements needed for commissioning and functioning of the proposed solution for capacity enhancement. This will include power, cooling, UPS, rack space, etc.
7. DoP will assist in the handover of existing storage at the proposed location to the bidder for capacity enhancement as per the proposed solution. Existing IBM storages (disks and shelves) of capacity 335 TB at DC and 335 TB at DR will be utilized at the discretion of the Department.
8. The successful bidder has to ensure successful delivery of the hardware up to the designated place of installation. Any transit insurance, permissions, taxes, labor, tools & tackles, road permits, etc., required for the same shall be arranged by the bidder at no extra cost to the Department. No additional time for delivery will be given on account of issues related to road permits, government taxes, etc., beyond what is specified in this document.
9. The successful bidder shall coordinate with existing stakeholders such as departments/divisions of DoP, existing system integrators/vendors and it shall be responsible for the installation, integration, and functioning of SAN Storage.

10. The proposed SAN storage solution must be fully compatible with the existing infrastructure, including Fiber Channel switch infrastructure and support all connected servers currently accessing the SAN. The SAN solution must support required FC protocols, port speeds, zoning configurations, and include all necessary transceivers and cables. The bidder must provide an interoperability matrix confirming seamless integration with the existing SAN fabric and connected server environment.
11. The successful bidder shall ensure that the proposed SAN storage solution is compatible with the Department's data archival requirements and supports seamless integration with planned archival systems.
12. All accessories (including cables, rack mounting kits, etc.) required for installation and configuration of hardware shall be specified and supplied by the successful bidder.
13. The successful bidder shall provide a comprehensive on-site warranty upto the warranty of existing DS8910F solution (entire supplied solution, covering all parts and components). This warranty period shall commence from the date of complete installation and acceptance.
14. The SLAs and the penalties post implementation of the proposed solution shall be as per the terms and conditions of the existing agreement between DoP and the OEM for base machine DS8910F. (Post acceptance of the proposed capacity enhancement solution for DS8910F, its AMC/ATS shall be governed by the Addendum 4 dated 09-Sep-2025 bearing Certificate No. IN-DL39030790760703X between Department of Post, A Department of the Ministry of Communications, Government of India and IBM India Private Limited for base machine DS8910F, without any additional charges to DoP.)
15. The successful bidder shall perform BIOS/firmware upgrades of storage, if required during the installation and commissioning.
16. The successful bidder shall facilitate the transfer of the system to the DoP officials or the Department's designated vendor, including providing necessary hand-holding support at no extra cost to DoP. Proof of acceptance by the OEM shall be provided by the Bidder to DoP.
17. For each site, an "Installation & Commissioning Certificate" indicating the date of commissioning, list of installed hardware equipment/devices with make, model, and unique serial numbers, along with site address, shall be jointly signed by representatives of the bidder and the DoP official, and submitted to DoP.
18. Any other equipment (e.g., cables, etc.) not explicitly mentioned in the RFP but required to make the SAN Storage operational shall be provided by the successful bidder at no additional cost to the Department.
19. Bidder must have back-to-back arrangements with the OEM for the entire installation and commissioning activity.
20. The successful bidder shall be fully liable for any damage to the IBM SAN Storage, including but not limited to short supply or faults arising during the installation and commissioning process. In the

event of such damage or faults, the bidder shall be responsible for the prompt replacement of any affected parts at no additional cost to the Department of Operations (DoP).

21. Furthermore, the bidder shall also be liable for any damage incurred to the existing IT hardware infrastructure of DoP as a direct result of activities related to the proposed solution for capacity enhancement. The bidder shall rectify any such damage at their own expense and ensure that all existing systems are restored to their original operational condition at no additional cost to the Department of Operations (DoP).

4.2.1 Deployment of Solution

1. The successful bidder shall be responsible for the supply, installation, configuration, and commissioning of the Capacity enhancement solution for SAN storage DS8910F. This includes unpacking, assembling, racking, mounting, and powering on the storage systems; installing the required service licenses; configuring the storage infrastructure; and integrating it with the existing IT ecosystem. The Bidder shall ensure compatibility of all subsystems with the storage operating system, firmware, and any associated hardware/software, and shall resolve any integration or interoperability issues that may arise during implementation.

2. The successful bidder shall provide the High-Level design document and Low-Level Design document and all the other relevant documents for supplied solution.

3. The successful bidder shall configure the logical volumes and logical partition as per the department's requirement.

4. The successful bidder shall configure the dynamic pools, volumes, storage virtualizations, etc. as per the Department's requirements and design finalized during the design workshop with the Department.

5. The successful bidder shall configure the host groups and map the Storage volumes to the respective server and coordinate with the Department's existing vendor for SAN Switch Zoning.

6. OEM or its authorized partner shall configure storage-based replication between DC and DR as per the department's requirement. Storage solution should provide the native capability to replicate data of existing storage between DC and DR without using any additional Hardware and software.

7. The successful bidder shall upgrade the firmware and other software components of all the equipment supplied before making the storage Go live in production.

8. The successful bidder or its OEM partner shall degauss and sanitize the failed disks before taking it away from the department premises. Document/Certificate to be submitted to the department.

9. The successful bidder to provide Knowledge Transfer to DoP and its system Integrator/s throughout which includes a detailed overview on the implementation and configuration parameters and features and functionality of DoP's Systems at no extra cost during the entire contract period.

4.2.2 Data Migration

1. The successful bidder shall be responsible for the end-to-end migration of data from the existing IBM DS8870 to the enhanced DS8910F storage systems. This shall include providing all necessary migration tools and software, executing and managing the entire migration process while ensuring minimal service disruption. Upon completion, the Bidder must validate and certify the completeness, accuracy, and integrity of the migrated data in accordance with the Department's requirements, guaranteeing zero data loss.

2. The Bidder shall perform the below set of activities:

a OS Configuration for New Storage Devices and Optimization of OS Parameters, if required.

b Cluster Reconfiguration with Reconfiguration of Global Devices, Quorum Devices, Resources and Resource Groups.

c Storage migration using Migration approach finalized in consultation with department and approved by DoP.

d Performance, function testing and fine tuning for the upgraded Storage.

e DB backup and replication configuration of the DR with Production.

f Changing the disk permission as per previous disk configuration.

g SAN storage solution must support seamless integration with Oracle ASM (Automatic Storage Management). It should allow dynamic addition and removal of storage volumes (LUNs)/Storage disks without downtime. The solution must ensure compatibility with ASM disk group operations, including automatic data rebalancing, and support these workflows.

h Monitor the rebalance application operation.

3. The successful bidder shall co-ordinate with the DoP/DoP's existing SI for migration of data from existing Storage to proposed storage. Any migration tool required for migration will be provided at no additional cost to DoP.

4. All Cables has to neatly tagged, proper labelled and proper Storage-SAN Switch-Host connectivity flow details to be provided.

5. Successful bidder to comply with the data integrity before and after the migration of data. Successful bidder to provide certificate regarding the integrity of data migrated. DOP/Department may engage internal or 3rd party auditor to cross verify the data integrity.
6. Successful bidder has to carryout necessary tuning and hardening of supplied solutions as per OEM recommended parameters to have optimum performance of supplied Solutions.
7. Successful Bidder to complete the data migration and server configuration to access the upgraded storage capacity.

4.2.3 Other Scope

8. The successful bidder shall prepare following documents for performing regular activities in the future:
 - a Host creation
 - b Host deletion
 - c LUN (Logical Unit Number) creation
 - d LUN assignment/mapping to host
 - e LUN un-assignment /un-mapping
 - f LUN deletion
9. Monitoring and management documentation for the onsite support team.
10. Complete configuration and architecture diagram for the solution.
11. Database native and storage-based replication for Oracle DB's on RISC server between DC and DR sites.
12. Asynchronous replication between DC and DR.
13. Asynchronous replication between DR during DC disruption or outage, essentially to complete delta resync with the stipulated window of RTO.
14. Vendor must provide additional hardware/software, if required, to meet the RFP scope of work without any additional cost to the Department.
15. The key deliverables under this service include:

- a Delivery of equipment at Department locations defined in the RFP
- b BOQ verification
- c Mounting of hardware components
- d Power-On Self-Test
- e Equipment Installation and configuration
- f Migration
- g Replication configuration
- h Acceptance and handover.
- i In case of relocation, re-installation and configuration

16. Post end-to-end installation and implementation of equipment by successful bidder, DoP/DoP's System Integrator shall conduct acceptance test to verify installation's compliance with the configuration and relevant setting provided by department or department's System Integrator.

17. During installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / are damaged etc., the bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the DoP.

4.3 Timelines and Payment Milestones

| S. No. | Milestone | Timelines in months | Payment Terms |
|--------|--|---|---|
| 1 | Signing of Contract | T0 | 10% against Advance Bank Guarantee. * |
| 2 | Design Document | T+1 | |
| 3 | Delivery of Hardware at DC and DRC site | T+1.5 | 40% of hardware cost. |
| 4 | Hardware Upgrade / enhancement, commissioning and Data Migration | 2 months post delivery of hardware and software | 40% of hardware value and, 80% of implementation cost and 80% of migration cost |
| 5 | Acceptance of solution | 3 months after successful migration | 10% of Hardware |

| S. No. | Milestone | Timelines in months | Payment Terms |
|--------|-----------|---------------------|---|
| | | | 10% of implementation cost 10% of migration cost |

* The successful SI may avail the option of 10% advance payment against Advance Bank Guarantee. In case this is not availed by the said SI, then this cost will be paid upon Delivery of Hardware at DC and DRC site at the timeline T+1.5

4.4 Penalties due to delay in services

| S. No. | Particular | Expected Timeline | Penalty | Maximum Penalty |
|--------|--|--|--|---|
| 1 | Delivery of Complete Solution including Hardware and Software or part thereof | Within 1.5 months from the date of contract | 1% of the undelivered Product Cost for every week delay or part thereof | 10% of Product cost |
| 2 | Commission, installation, implementation, testing, configuration and complete integration of SAN Storage at DC and DR etc. or part thereof, and Migration of SAN Storage | Within 2 months from the date of delivery of Complete Solution including Hardware and Software or part thereof | 1% of Product and Implementation cost for every week delay or part thereof | 10% of (Implementation cost + Migration cost) |

Any delay attributable to DoP shall not be considered for penalty calculation.

DoP reserves the right to Cancel the award, Terminate the Contract, Forfeit the Performance Security and debar the Successful bidder, in case the Successful bidder exceeds the threshold limit of Delay for any of the items above. DoP, at its sole discretion, may exercise any or all of the options against the Successful bidder, in such circumstances.

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 Dak Bhawan, Sansad Marg, New Delhi- 110001, hereinafter referred to as ‘Department of Posts’ or ‘DoP’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the First Part

AND

<***>, a Company incorporated under the Companies Act, 1956 / 2013, having its registered office at <***> (hereinafter referred to as ‘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 Capacity Enhancement of SAN Storage (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. SI has acknowledged the Letter of Award and its acceptance.

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:** means all information including Department of Post's Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, methodologies, technologies, intellectual property, Personal Data, Sensitive Personal Data, data, trade secrets, research and development, design rights, flow charts, diagrams, quality manuals, checklists, guidelines, know-how, plans, budgets, methods and procedures of operation, source code materials, specifications, programs, software packages, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

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

b "Personal Data" shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with,

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

c All such information in whatever form or mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure, is “Confidential Information”.

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. **Gol:** 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 overall cost of the project. 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 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 on ____, YYYY (hereinafter the 'Effective Date') and shall be for a duration of 6 months from the signing of contract by DoP or the date of Acceptance of solution by DoP. The price /agreed in this Agreement would form the basis for commercials for any such extension. The Agreement shall continue till the date of the completion of the operation and maintenance to the DoP, unless terminated earlier (as per Clause 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 to 5 % of the Total Contract Value, in a form and manner acceptable to DoP within 10 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 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 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.

f The Goods or services supplied under this Agreement shall conform 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 confirm the requirements of RFP.

5.1.5.2 Liquidated Damages and Service Levels

Time is the essence of the Agreement, and the delivery dates are binding on the Bidder. The Bidder shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels mentioned in this RFP, to the satisfaction of DoP. If the Bidder fails to achieve the Timelines or the Service Levels due to reasons attributable to the Bidder, the Bidder shall be liable to pay liquidated damages as per this RFP. Payment of liquidated damages shall not be the sole and exclusive remedies available to the DoP and the Bidder shall not be relieved from any obligations by payment of such liquidated damages. Liquidated damages will be capped as mentioned in RFP. The right to claim any liquidated damages shall be without prejudice to other rights and remedies available to DoP under the RFP, Agreement and as per law.

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

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 conform 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. 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.

8. Payment against time barred claims: All claims against DoP shall be legally time-barred after one year 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. 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.
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, Termination and Suspension

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;
- h Undue delay in achieving the agreed timelines for delivering the services under this Agreement;
- i Quality of Deliverables and services not being to the satisfaction of the DoP.

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 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. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure a smooth continuation of the Services and the project which the bidder shall be obliged to comply with, which may include unilateral redetermination of the consideration payable to the bidder under this Agreement. 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 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 without any 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 loss, damages or other costs, incurred by the DoP in this regard.

5. Invoke the Performance Bank Guarantee 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.

5.1.13.4 Termination for Convenience

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

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 and satisfactorily performed 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. 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 Bank Guarantee 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.

5.1.13.8 Suspension

The bidder shall, if ordered in writing by the DoP, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time. The DoP shall inform the bidder about such suspension.

The bidder shall not be entitled to claim compensation for any loss or damage incurred by the bidder because of such temporary suspension of the services for a continuous period of 30 days. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the bidder, if written request for the same is made.

In the event the DoP suspends the progress of work for a period in excess of 30 days in aggregate, rendering the bidder to extend the bidder's Performance Guarantee then the bidder shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the bidder producing the requisite evidence from the concerned bank.

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

Further, Indemnifying Party shall protect and fully indemnify and keep indemnified the Indemnified Party from all claims, damages or compensation for breach of applicable laws, or any rules or policies established by Government of India, infringement under the provisions of the Digital Personal Data Protection Act, 2023 or any other applicable data protection laws.

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 promptly will not indemnify the Indemnified Party, however, if the claim of infringement is caused by Indemnified Party's misuse or modification of the Service/ Deliverables.

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 7 (seven) 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. 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 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 incremental cost borne by the DoP in procuring such services/ Deliverables shall be borne by the bidder. Any such incremental cost incurred in the procurement of such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments / Performance Bank Guarantee provided by the bidder under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.

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. 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.

4. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the bidder given under this Clause shall not apply to the indemnification obligations set out in this Clause and breach of Clauses 5.1.11.3 (Security and Safety), 5.1.16 (Confidentiality) 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.

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 punitive action against the bidder regarding any forbidden disclosure. The DoP reserves the right to adopt legal proceedings, civil or criminal, 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 ("Authorized Person") provided the Authorized Person needs to know the Confidential Information for the accomplishment of the Services and the Authorized Person has executed a confidentiality agreement with the DoP before receiving such information; and
 - c if and to the extent that the 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.

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. **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

5.1.20.1 Obligation to Maintain Insurance

1. In connection with the provision of the Services, the bidder must have and maintain cost but on terms and conditions approved by DoP, valid and enforceable insurance for the Agreement Term against the risks, and for the coverages including but not limited to:

- a either professional indemnity or errors and omissions
- b product liability
- c workers' compensation as required by law and
- d any additional types, if any, as may be required depending on the Services provided in this Agreement; and

2. The above insurance policies shall be of appropriate values (but not less than the contract value, in any case) so as to cover risks of bidder under this Agreement.

3. The bidder shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the DoP.

5.1.20.2 Certificates of Currency

The bidder must, on request by the DoP, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 5.1.20. The bidder agrees to replace any coverage prior to the date of expiry/cancellation.

5.1.20.3 Non-compliance

DoP, at its election, terminate this Agreement as per Clause 5.1.13, upon the failure of bidder or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve bidder of its obligations under this Agreement.

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 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.

5.1.21.4 **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.

5.1.21.5 **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.

5.1.21.6 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.

5.1.21.7 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.

5.1.21.8 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/amended 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.

5.1.21.9 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.

5.1.21.10 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.

5.1.21.11 Entire Agreement

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

Without prejudice to the generality of provisions of this Agreement, on matters not covered by this Agreement, the provisions of RFP shall apply.

5.1.21.12 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.

5.1.21.13 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 5.1.21.13.3 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 Sole Arbitrator 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 attached as Annexure A hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

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 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- in confidence 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 Notice

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



| | |
|-------------------------------|-------|
| Received by the 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 1 to 49
2. Financial Bid- refer the Section 6, Annexure 50

6 Annexures:

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6.1 Annexure 1: Template for Pre-Bid Queries

| Format for Sharing the Pre-Bid Queries | | | | | |
|---|----------|-------------|------------|--------------------------|--|
| 1. Number of Pre-Bid Queries: 2. RFP No: 3. RFP Name: RFP for Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage | | | | | |
| Bidder Name (Organization) and Address | | | | Mobile No. | |
| Representative Name | | | | e-mail ID | |
| | | | | | |
| S. No. | Page No. | Section No. | Clause No. | Actual Clause in the RFP | Clarification Sought / Amendment Requested |
| 1. | | | | | |
| 2. | | | | | |

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: Profile of the Bidding Firm | | |
| 3 | Annexure 4: Eligibility Criteria Covering Letter | | |
| 4 | Annexure 5: Copy of Certification of Incorporation/ Registration Certificate | | |
| 5 | Annexure 6: Copy of GST Registration Certificate | | |
| 6 | Annexure 7: Copy of PAN Card | | |
| 7 | Annexure 8: Certificate indicating years of operations | | |
| 8 | Annexure 9: DPIIT Start Up registration Certificate / MSE's Certificate | | |
| 9 | Annexure 10: Turnover, Profitability and Net Worth Certificate | | |
| 10 | Annexure 11: Copy of ISO accreditation /certification(s) | | |
| 11 | Annexure 12: Bidder's experience in Servers and SAN Storage | | |
| 12 | Annexure 13: Format for Relevant experience | | |
| 13 | Annexure 14: Manufacturer Authorization Form (MAF) | | |
| 14 | Annexure 15: OEM Support Letter | | |
| 15 | Annexure 16: Support Centre | | |
| 16 | Annexure 17: Format for undertaking for non-blacklisting and non-debarment | | |
| 17 | Annexure 18: Format for Power of Attorney | | |
| 18 | Annexure 19: Conflict of Interest | | |
| 19 | Annexure 20: Disclosure of Court Cases | | |
| 20 | Annexure 21: Self-Declaration by Bidder w.r.t Rule 144 (xi) in GFR 2017 | | |

Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

| Sr. No. | Parameter | Submitted (Yes / No) | Documentary Proof (Page Number) |
|----------------|---|-----------------------------|--|
| 21 | Annexure 22: Non- Disclosure Agreement | | |
| 22 | Annexure 23: Individual Non-Disclosure Agreement | | |
| 23 | Annexure 24: Declaration for Local Content | | |
| 24 | Annexure 25: Bid Security Declaration | | |
| 25 | Annexure 26: Pre-Contract Integrity Pact | | |
| 26 | Annexure 27: Integrity Pact | | |
| 27 | Annexure 28: No- Deviation Certificate | | |
| 28 | Annexure 29: Self-Declaration Format | | |
| 29 | Annexure 30: Proforma for Performance Bank Guarantee | | |
| 30 | Annexure 31: Insurance Surety Bond | | |
| 31 | Annexure 32: Bank Guarantee / Insurance Surety Bond Verification Check List | | |
| 32 | Annexure 33: Format of Power of Attorney | | |
| 33 | Annexure 34: Technical Compliance Sheet | | |
| 34 | Annexure 35: Proforma for Bank Guarantee for EMD | | |
| 35 | Annexure 36: Undertaking for Terms and Conditions | | |
| 36 | Annexure 37: Malicious Code certificate from Bidder | | |
| 37 | Annexure 38: Malicious Code certificate from OEM | | |
| 38 | Annexure 39: Fall Clause | | |
| 39 | Annexure 40: Product and Solution Integration | | |
| 40 | Annexure 41: Technical Solution, Approach & Methodology | | |
| 41 | Annexure 42: Schedule of Requirements for Hardware Infrastructure and Software – own format | | |

Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

| Sr. No. | Parameter | Submitted (Yes / No) | Documentary Proof (Page Number) |
|----------------|--|-----------------------------|--|
| 42 | Annexure 43: Team Composition and Task Assignments | | |
| 43 | Annexure 44: CV of Proposed Resources | | |
| 44 | Annexure 45: Staffing Schedule - own format | | |
| 45 | Annexure 46: Work Schedule | | |
| 46 | Annexure 47: Suggestions on Draft Terms of Contract | | |
| 47 | Annexure 48: Undertaking for Joint Venture | | |
| 48 | Annexure 49: Format for any other relevant information | | |
| 49 | Annexure 50: Format for Commercial Bid | | |

6.3 Annexure 3: Profile of the Bidding Firm

| |
|---|
| A. Background Information |
| Name of the firm: |
| Role: |
| Registered Office Address: |
| Name of the contact person and contact details (Note: For Bidder, the contact person should be the Authorised Signatory): |
| Name and details of the CEO: |
| B. Other Information |
| No of years of Operation |
| Total number of Employees |
| Total number of Employees in India |
| List of Quality Certifications |
| List of Indian Customers to whom the Firm has provided similar services in India in the last 3 years. (Note: Similar Services will mean the type of services that the Firm will provide as part of this RFP) |

Yours sincerely,

Signature of Authorized Signatory [In full and initials]:

Name and Title of Authorized Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.4 Annexure 4: Eligibility Criteria 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 Capacity Enhancement of SAN Storage

Dear Sir/Madam,

We, the undersigned, offer to provide for “Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage” 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 EO | |
| 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,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.5 Annexure 5: Copy of Certification of Incorporation/ Registration Certificate

Copy of relevant document(s)/certificate(s) to be attached as issued by Regulatory Authority(s).

6.6 Annexure 6: Copy of GST Registration Certificate

Copy of relevant document(s)/certificate(s) to be attached as issued by Regulatory Authority(s).

6.7 Annexure 7: Copy of PAN Card

Copy of relevant document(s)/certificate(s) to be attached as issued by Regulatory Authority(s).

6.8 Annexure 8: Certificate indicating years of operations

Certificate from the Statutory Auditor / CA indicating the number of years of operations in India as of the bid submission date

6.9 Annexure 9: DPIIT Start Up registration Certificate / MSE's Certificate

Copy of relevant document(s)/certificate(s) to be attached as issued by Regulatory Authority(s).

6.10 Annexure 10: Turnover, Profitability and Net Worth Certificate

To,
 Chief General Manager
 Directorate of Postal Life Insurance
 Chanakyapuri Post Office Complex
 New Delhi -110021

Sub: Submission of the Turnover, Profitability and Net Worth Certificate in response to the RFP No<> dated <> for Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

A-Annual Turnover

| S. No. | Financial Year | Annual Turnover (₹ in Crores) | Average Annual Turnover (₹ in Crores) |
|--------|---------------------------|----------------------------------|--|
| 1. | Financial Year 2022-2023 | | |
| 2. | Financial Year 2023- 2024 | | |
| 3. | Financial Year 2024- 2025 | | |

B-Profitability of the Company

| S. No. | Financial Year | Annual Net Profit of the Company (₹ in Crores) | Average Annual Net Profit of the Company (₹ in Crores) |
|--------|---------------------------|--|--|
| 1. | Financial Year 2022-2023 | | |
| 2. | Financial Year 2023- 2024 | | |
| 3. | Financial Year 2024- 2025 | | |

C-Net Worth of the Company

| S.No. | Financial Year | Net Worth (₹ in Crores) |
|-------|---------------------------|-------------------------|
| 1. | Financial Year 2022-2023 | |
| 2. | Financial Year 2023- 2024 | |
| 3 | Financial Year 2024- 2025 | |

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

Note: Copy of consolidated and standalone Balance sheet and profit and loss statement certified by Statutory Auditor of the entity to be enclosed.

6.11 Annexure 11: Copy of ISO accreditation /certification(s)

Copy of relevant document(s)/certificate(s) to be attached as issued by Issuing Authority(s)

6.12 Annexure 12: Bidder's experience in Servers and SAN Storage

Submitted on Bidder's letterhead in its own format.

6.13 Annexure 13: Format for Relevant experience

| A General Information | |
|--|---|
| 1. | Name of the Project |
| 2. | Client for which the Project was executed |
| 3. | Name and contact details 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/ Agreement with Client and Satisfaction Letter from the client specifying the Scope of Work |
| 9. | Copy of Completion Certificate / Letter from the Competent Authority (who has issued the work order) that the Project has been declared "Go-Live" and is under the Operations & Maintenance |

Yours sincerely,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.14 Annexure 14: 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]

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.15 Annexure 15: 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

[OEM] Products:

Post enhancement of the storage capacity the OEM will provide the maintenance till the present Addendum 4 dated 09-Sep-2025 bearing Certificate No. IN-DL39030790760703X between Department of Post, A Department of the Ministry of Communications, Government of India and IBM India Private Limited

Yours faithfully,

for [OEM name and signatory details]

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date



6.16 Annexure 16: Support Centre

TO BE SUBMITTED ON BIDDER'S LETTER HEAD

To,

Chief General Manager
Directorate of Postal Life Insurance
Chanakyapuri Post Office Complex
New Delhi-110021

Sub: Certificate for support Centre in Navi Mumbai and Mysuru for onsite, Telephonic and Remote Assistance Services.

<Insert Bidder Name> or any of its successors, hereby certify that the bidder owns the following support centres.

- 1.
- 2.

Or

[Name of the bidder] hereby certify that support centre in Navi Mumbai and Mysuru for onsite support will be setup as per the mandate of the RFP for completion of the project deliverables.

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.17 Annexure 17: Format for undertaking for non-blacklisting and non-debarment

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

To,
Chief General Manager
Directorate of Postal Life Insurance
Chanakyapuri Post Office
Complex
New Delhi-110021

Sub: Submission of the undertaking for non-blacklisting in response to the RFP No <> dated <> for Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage.

< insert bidder name> or any of its successor, is not in the active blacklist/debarred list for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central/State Government/PSU/any other statutory body of India as on RFP submission date.

We, hereby declare that we:

1. have not been convicted as on date and also within three years preceding the last date of RFP submission or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for offences mentioned in RFP document in this regard.
2. we have neither changed our name nor created a new "Allied Entity", consequent to the above disqualifications.

Yours sincerely,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.18 Annexure 18: Format for Power of Attorney (For the purpose of bid submission)

Bidder's own format

6.19 Annexure 19: Conflict of Interest

(Company Letterhead)

To,

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Sub: Submission of the conflict of interest in response to the RFP No <> dated <> for Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

Dear Sir/Madam,

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

The firm is not owned or controlled by any employee of DoP or their relatives.

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

We undertake and agree to indemnify and hold DOP 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 DOP and/or its representatives, if any such conflict arises later.

Yours sincerely,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.20 Annexure 20: Disclosure of Court Cases

To

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Sub: Submission of the Disclosure of Court Cases, which may directly and indirectly affect the provisions of services in response to the RFP No <> dated <> for the Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage:

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

The information of pending litigation mentioned above is true and correct to our best knowledge and belief.

Yours sincerely,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.21 Annexure 21: 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 Capacity Enhancement of SAN Storage

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 Companies 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,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.22 Annexure 22: 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 Capacity Enhancement of SAN Storage."

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]*

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.23 Annexure 23: Individual Non- Disclosure Agreement

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

I, [Insert Name], the undersigned, having [Insert Staff/Employee Number], acknowledge that as an employee/ staff of _____ [Insert Name of Employer/Vendor], a company/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

Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

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: _____

6.24 Annexure 24: 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 Capacity Enhancement of SAN Storage.

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 Local Supplier as per the above stated order (i.e. minimum 50%)
- 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)

6.25 Annexure 25: Bid Security Declaration

Bid Security Declaration

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

Chief General Manager

Directorate of Postal Life Insurance

Chanakyapuri Post Office Complex

New Delhi-110021

Ref: RFP Number <> Dated <>

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions including but not limited to, if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
2. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - a) of cancellation of the entire tender process or rejection of all bids or
 - b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....

6.26 Annexure 26: 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 Bank Guarantee.

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- animeshchauhan7185@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.

Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

(For & On behalf of the principal)

Name:

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

Name:

Place:

Place:

Date:

Date:

Witness1 _____

Witness1: _____

Address _____ Address _____

Witness2 _____

Witness2: _____

Address _____

Address _____

6.27 Annexure 27: Integrity Pact

The Integrity Pact as mentioned in Annexure 25 shall be signed again by the successful bidder in the same format, along with the contract.

6.28 Annexure 28: 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 Capacity Enhancement of SAN Storage.

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 Selection of Bidder for Supply, Installation, Integration, and Implementation of SAN Storage.

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

6.29 Annexure 29: 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 Capacity Enhancement of SAN Storage”

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.

Page 146 of 176



Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

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,

Signature of Authorized Signatory [In full]: _____

Name and Title of Authorized Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

6.30 Annexure 30: Proforma for Performance Bank Guarantee

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”)

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

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

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.

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.

The DoP shall have the fullest liberty, without affecting in any way the liability of the Bank under this PBG , from time to time to extend the performance of the Contract by the Contractor for which, the Bank shall be liable to extend the validity of the present PBG without any demur, condition, protest and the Bank shall at no point in time have an option of revoking the same.

The DoP shall have the fullest liberty, without affecting this PBG, 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.

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

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

This Guarantee shall be valid until <<Insert Date – 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

6.31 Annexure 31: 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 to the Purchaser.

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

consent of the DoP and further agrees that the guarantee herein contained shall be enforceable till sixty (60) days after the expiry of its validity.

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

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to _____ (5% of the Total Contract Value) and it shall remain in force up to and including.....[60 days post completion/ expiry of contractual obligations including warranty obligations] and shall be extended from time to time for such period (not exceeding one year at a time), as may be desired by M/S(SI's Name) on whose behalf this Insurance Surety Bond has been given.

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

WITNESS:

1.

(Signature)

.....

(Name)

.....

(Official Address)

2.

(Signature)

.....

(Name)

(Official Address)

.....

(Signature)

.....

(Name)

.....



(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No..... Date.....

Notes :

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

6.32 Annexure 32: Bank Guarantee / Insurance Surety Bond Verification Check List

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

1. Bank Guarantee/Insurance Surety Bond (ISB) No. & Date:

2. Name of Issuing Bank/Branch/Insurance Agency:

3. Amount:

4. Nature of BG/ISB & No. of Pages :

5. Validity of BG/SIB:

6. SI Reference :

Name

.....

Address

.....

Telephone

.....

Fax

.....

Email

.....

7. Bank / Insurance Agency Reference

Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

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? | |

Selection of System Integrator (SI) for Capacity Enhancement of SAN Storage

| | | |
|-----|---|--|
| 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? | |

6.33 Annexure 33: Format of Power of Attorney (to be provided by Successful bidder for document 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)

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:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

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.

6.34 Annexure 34: Technical Compliance Sheet

| S. No. | Technical and Functional Specifications of Storage | Compliance (Yes / No) | Remarks (If Any) |
|--------|--|-----------------------|------------------|
| 1 | Bidder should provide capacity enhancement by ~620 TB Usable at DC & ~620 TB Usable at DR each, using NVMe drive post RAID 6 configuration or any other configuration overhead. | | |
| 2 | Bidder should ensure easily integration into current environment and provide easy technique to migrate data from existing storage without using external/3rd party hardware or Software. | | |
| 3 | Bidder should ensure non-disruptive firmware upgrades without any downtime and extra cost | | |
| 4 | Bidder support provide nondisruptive upgrade path for host-ports and capacity upgrades without disrupting applications | | |
| 5 | Storage design should provide symmetric/asymmetric active-active I/O paths with server-side load balancing. | | |
| 6 | Must support dual ported NVMe TLC SSDs (3.84TB / 7.68TB / 15.36TB) with mixing of drive sizes. | | |
| 7 | Must support automatic isolation of failed components. | | |
| 8 | Must support non-disruptive scalability and hot replacement of failed components. | | |
| 9 | Must allow online non-disruptive firmware/hardware upgrades. | | |
| 10 | Must allow online RAID Group/Pool expansion & granular drive additions. | | |
| 11 | Must support unified Block & File protocols (FC, iSCSI, NVMe-oF, NFS, CIFS). In absence of native file, redundant NAS gateway must be provided. | | |
| 12 | Must support inline compression & deduplication. | | |
| 13 | Storage Capacity must be as per RFP capacity clauses. | | |
| 14 | All licenses required (Replication, Ports, Manageability, etc.) must be bundled for full system capacity. | | |
| 15 | Must include storage management, thin provisioning, snapshots, sync/async replication licenses. | | |
| 16 | Must support dual active-active multipath across controllers with licensed connectivity. | | |
| 17 | Bidder must supply, install, and migrate data from old to new storage with zero data loss. | | |

6.35 Annexure 35: Proforma for Bank Guarantee for EMD

To,

THE PRESIDENT OF INDIA

ACTING THROUGH, DIRECTORATE OF POSTAL LIFE INSURANCE

DEPARTMENT OF POSTS, 1ST FLOOR, CHANAKYAPURI 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:

6.36 Annexure 36: 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,

Signature of Authorized Signatory [In full

Name and Title of Authorized Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.37 Annexure 37: 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,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.38 Annexure 38: 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,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.39 Annexure 39: 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 storage capacity enhancement solution for the existing IBM storage DS 8910F for Department of Posts in accordance with your Request for Proposal dated _____ and our Technical Proposal.

We undertake that in the last 12 months we have not supplied/are not supplying the similar systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or a Public Sector Unit / Organization and if it is found at any stage that the similar system or sub-system was supplied by us to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by us to Department of Posts, if payments have already been made to us for the solution

Yours sincerely,

Signature of Authorized Signatory [In full]:

Name and Title of Authorized Signatory:

Name of Firm:

Address:

Email ID:

Phone No

Location:

Date:

6.40 Annexure 40: Product and Solution Integration

Bidder Needs to submit in own format

6.41 Annexure 41: Technical Solution, Approach & Methodology

Bidder needs to submit in own format.

6.42 Annexure 42: Schedule of Requirements for Hardware Infrastructure and Software – own format

Bidder needs to submit in own format

6.43 Annexure 43: Team Composition and Task Assignments

Bidder needs to submit in own format

6.44 Annexure 44: CV of Proposed Resources

Bidder needs to submit in own format, including experience , education details, skill sets, certifications, etc.

6.45 Annexure 45: Staffing Schedule - own format

Bidder needs to submit in own format

6.46 Annexure 46: Work Schedule

Bidder needs to submit in own format

6.47 Annexure 47: 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-compliance 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

6.48 Annexure 48: 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).

6.49 Annexure 49: Format for any other relevant information

To be shared in Bidder's own format

6.50 Annexure 50: 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.

Summary of Financial Bid:

| S. No | Summary of Commercial Bill of Material | | | |
|---|--|-------------------|----------------|---|
| | Item Description | Amount (in ₹) (A) | Tax (in ₹) (B) | Total Amount (in ₹) (A)+(B) |
| 1 | Hardware Cost for storage enhancement of DS 8910F by ~620 TB of usable storage space at DC: (C1) | | | |
| 2 | Hardware Cost for storage enhancement of DS 8910F by ~620 TB of usable storage space at DR: (C2) | | | |
| 3 | Implementation Cost at DC (C3) | | | |
| 4 | Implementation Cost at DR (C4) | | | |
| 5 | Data Migration Cost for migrating data from DS 8870 to DS 8910F at DC (C5) | | | |
| 6 | Data Migration Cost for migrating data from DS 8870 to DS 8910F at DR (C6) | | | |
| 7 | *Buy Back of DS 8870 on AS IS – Where Is basis (C7) | | | |
| | Total amount in figures (₹): C1 + C2 + C3 + C4 + C5 + C6 - C7 | | | Total of Commercial Bid Price in figures ₹ |
| Total of Commercial Bid Price in words | | | | |

The Department intends to enhance the capacity of existing DS 8910F storage under the proposed capacity enhancement. It is anticipated that, depending on the future technology or infrastructure transitions, DoP may plan to migrate to an alternative solution or platform within a few years of this capacity enhancement.

Accordingly, the bidders are required to quote buyback prices for the upgraded DS 8910F storage under the following optional scenarios:

1. **Option 1:** buyback within one year of successful commissioning
2. **Option 2:** buyback between one to two years of successful commissioning
3. **Option 3:** buyback between 2 to 3 years of successful commissioning

DoP reserves the right to exercise any of the above options based on operational and technology requirements.

Buyback price for DS 8910F

| Sr. No. | Option | Price in ₹ |
|---------|--|------------|
| 1 | Within 1 year of capacity enhancement of DS 8910F | |
| 2 | Within 1 year to 2 years of capacity enhancement of DS 8910F | |
| 3 | Within 2 year to 3 years of capacity enhancement of DS 8910F | |

Note:

1. Bidder needs to give appropriate breakup of various costs involved and make sure that there is no ambiguity in the costs quoted above.
2. *It is DoP's discretion to give the storage to the bidder at the quoted Buy back price.

In case of any mismatch between the amount in figures and amount in words, in the commercial bid, the amount in words will be considered as the final bid price quoted by the bidder.