
CONTRACT FOR NON-CONSULTANTING SERVICES

**Project Name: Nanaji Deshmukh Krushi Sanjivani Prakalp
(NDKSP) (POCRA-Phase II)**

**Assignment Title: “Procurement of Cloud-Based 3000 SIP
Channels, Outbound Telephony Platform” for Nanaji Deshmukh
Krushi Sanjivani Prakalp (PoCRA) Phase-II**

Between

**Project Director,
Nanaji Deshmukh Krushi Sanjivani Prakalp (NDKSP) (POCRA-Phase II)**

And

Vodafone Idea Limited,

Mumbai Dated: 20th May 2026

2026



महाराष्ट्र MAHARASHTRA

● 2025 ●

DX 395717



Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 7th day of the month of **May 2026** between, on the one hand, *Nanaji Deshmukh Krushi Sanjivani Prakalp (PoCRA) Phase II, Government of Maharashtra Department of Agriculture, Government of Maharashtra, Mumbai (hereinafter called the "Employer")* and, on the other hand, Vodafone Idea Limited (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");



जोडपत्र-२/11/11/2026-11

१. मुद्रांक विक्री नोंदवही क्र. क्रमांक-२/दिनांक
(Serial No./Date)

२. दस्तऐवज प्रकार
(Nature of document)

३. दस्त नोंदणी करणार अ
(Whether it is to be n...)

४. मालकीचे विवरण
(Property Description in brief)

५. मुद्रांक विक्रीत घेणाऱ्याचे नाव व सही
(Stamp Purchaser's Name & Signature)

६. हस्तांतरणार त्याचे नाव, पत्ता व सही
(If through, owner, person then Name, Address & Signature)

७. दुसऱ्या पक्षाचा नाव
(Name of the Party)

८. मुद्रांक शुल्क रक्कम
(Stamp Duty Amount)

९. परवानाधारक मुद्रांक विक्रीत्याची सही
य परवाना क्रमांक संसेच श्री. श्रीकांत विंचोडकर
मुद्रांक विक्रीचे ठिकाण/पत्ता १२०२०१०, कासारोधाना
(या कारणासाठी ज्यांनी मुद्रांक छत्रेदी केला त्यांनी त्याच धरणासाठी
मुद्रांक छत्रेदी केला आणि ६ दिवसात मादरणे बंधनकारक आहे.)

08/01/26



Vadafone Idea Ltd

Project Director Nanaji Dighmulek Krushi
Sanjivani Prukalp.

- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rs 94,32,000;(**The contract cost will be based on the approved rates specified in the annexure; however, the actual payment to the contractor will be made according to the actual consumption of services**)
- (c) the Employer has received a loan from the International Bank for Reconstruction and Development (IBRD) towards the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood
- (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Special Conditions of Contract;
- (c) the General Conditions of Contract;
- (d) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]
- Appendix A: Description of the Services- Not Used
- Appendix B: Schedule of Payments- Not Used
- Appendix C: Key Personnel and Subcontractors- Not Used
- Appendix D: Breakdown of Contract Price in Foreign Currency (Not used)
- Appendix E: Breakdown of Contract Price in Local Currency- Not Used
- Appendix F: Services and Facilities Provided by the Employer- Not Used
- Appendix G: Performance Incentive Compensation- Not Used

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Maharashtra Project on Climate Resilient Agriculture (PoCRA) Phase II,
Government of Maharashtra

Minal

Minal Karanwal, Project Director, NDKSP PoCRA

Project Director
Project on Climate Resilient Agriculture
Cuffe Parade, Mumbai - 400005.



For and on behalf of Vodafone Idea Ltd

Arijit Ghosh

Arijit Ghosh, GM Cluster Sales Head, Mumbai



Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings.

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer.
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider.
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India.
- (l) “Local Currency” means Indian Rupees.
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members”



means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract.

- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer. Where the context so requires, the general term ‘Contractor’ also includes/means ‘Service Provider’.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer.
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of Union of India.

Salient features of major labour and other laws that are normally applicable in India are given as Appendix H. to these General Conditions of Contract.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India, when

- (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or



(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

1.3 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.**

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the India or elsewhere, as the Employer may approve.

**1.6 Authorized
Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

**1.7 Inspection and
Audit by the
Bank**

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**1.8 Taxes and
Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.



2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a revised Program (revising the Program given along with the Bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering Deleted.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this



Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt, or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving



written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source [TDS] as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

1. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices; and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.



3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and



- the Service Provider** conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider’s Actions Requiring Employer’s Prior Approval** The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations** The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Service Provider to Be the Property of the Employer** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.
- 3.8 Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
- Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and



timing of all Activities, or from any of the Service Provider’s other obligations and liabilities under the contract.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form by a bank acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

3.10 Fraud and Corruption

The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

Deleted.

2. Service Provider’s Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix



C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

3. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

4. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause



5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price** The price is payable in Indian Rupees and is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate **stated in the SCC**.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/Loc + C_c I_{mc}/Ioc$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients **specified in the SCC**, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and



Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2.

5. Quality Control

7.1 Identifying Defects

7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found specifying a time by which these should be corrected. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.1.2 The Service Provider shall permit the Employer’s Technical auditor to check the Service provider’s work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider’s or the



Employer's responsibility as defined in the Contract Agreement.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects (specifying a time limit by which it should be corrected) before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

6. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid at the per day rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.



The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator and either party is dissatisfied with the decision given by the Adjudicator.

8.2.5 (a) The Adjudicator shall be appointed jointly by the Employer and the Service Provider, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.

- The Adjudicator should be in position before “notice to proceed with work” is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix I.

- Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.



ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e below.



- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic form) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



Section IX - Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is Principal Secretary Agriculture, GoM
1.1(e)	The Contract name is Procurement of CLOUD-BASED 3000 SIP CHANNELS, OUTBOUND TELEPHONY PLATFORM.
1.1(h)	The Employer is <i>Maharashtra Project on Climate Resilient Agriculture (PoCRA) Phase II</i>
1.1(m)	The Member in Charge is Minal Karnawal, Project Director
1.1(p)	The Service Provider is Vodafone Idea Limited
1.4	<p>The addresses are:</p> <p>Employer: Maharashtra Project on Climate Resilient Agriculture (PoCRA) Phase II Attention: Project Director Telephone : 022-22163351 E-mail(where permitted): procurement.pmu@mahapocra.gov.in</p> <p>Service Provider: Vodafone Idea Limited Attention: Mr. Arijit Ghosh, General Manager Contact Number: 9830074778 Email: arijit.ghosh4@vodafoneidea.com</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Santosh Mamadapure, Dy. Project Director, PoCRA</p> <p>For the Service Provider: Mr. Arijit Ghosh, GM</p>
2.1	The date on which this Contract shall come into effect is <i>15 days from</i> Signing of contract by both the parties.
2.2.2	The Starting Date for the commencement of Services is - Signing of contract by both the parties.
2.3	The intended completion date of contract: The contract shall remain valid for a period of one (1) year from the date of award. Subject to satisfactory performance and mutual agreement between the parties, the contract may be extended for an additional period of one (1) year on the same terms and conditions.



Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle liability insurance in respect of motor vehicles operated in client's country by the consultant with a minimum coverage Motor vehicle Act 1988. (ii) Third Party liability with minimum coverage of in accordance with the applicable law in India. (i) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (ii) Professional liability with a minimum coverage of the total ceiling value of the contract. (v) Loss or damage to equipment and property to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.7	The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	The assistance and exemptions provided to the Service Provider are: NA
6.2	<p>The contract cost INR. Rs 94,32,000/- (In Words- Ninety-Four Lakh Thirty-Two Thousand only/-).</p> <p>The contract cost will be based on the approved rates specified in the annexure; however, the actual payment to the contractor will be made according to the actual consumption of services.</p>
6.3.2	The performance incentive paid to the Service Provider shall be: NA
6.4	The rates quoted by the Service Provider shall be deemed to be exclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.
6.5	Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment. The interest rate is Prevailing Lending rate in SBI.
6.6.1	NA
8.2.3	The agreed Adjudicator is Principal Secretary Agriculture, GoM



Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Clients Office, Mumbai , India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of</p>



Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(f) The Arbitrator should give final award within 120 days of starting of the proceedings <i>[indicate the days (Between 120-180) by which arbitrator should give award]</i>.</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>



Annexure- Approved Financial BoQ

eProcurement System Government of Maharashtra Created By: Ravindra Desai Created Date/Time: 27-Apr-2026 05:16 PM Tender Title: CLOUD-BASED 3000 SIP CHANNELS, OUTBOUND TELEPHONY PLATFORM Tender ID: 2025_DOAWB_1259926_1						
Tender Inviting Authority: Project Director, Maharashtra Project on Climate Resilience Agriculture Phase II						
Name of Work: CLOUD-BASED 3000 SIP CHANNELS, OUTBOUND TELEPHONY						
Contract No: IN-MAHAPOCRA-526828-NC-RFB						
SCHEDULE OF WORK / ITEM(S)						
Sl.No	Description of Work / Item(s)	No.of Qty	Units	Estimated Rate	L1 Amount	L1 Vendor
1.00	Item					
1.01	Cloud SIP Channels 3000 concurrent	3000.00	Nos	0.00	9432000.00	Vodafone Idea Limited

Total in Figures

Lowest Amount Quoted BY: Vodafone Idea Limited(9432000.00)



Terms of Reference

OBJECTIVES

Vodafone Idea Limited is engaged to design, deploy, and operationalize a fully managed, cloud-based SIP communication infrastructure for Nanaji Deshmukh Krishi Sanjivani Prakash (NDKSP) Phase II. Vodafone Idea Limited shall deliver a turnkey, end-to-end outbound telephony platform on an OPEX model, encompassing SIP channel provisioning, hosted dialer infrastructure, campaign management, voice messaging, analytics, and 24x7 support — with full go-live within 15 calendar days from the date of Work Order issuance.

SCOPE OF WORK

1. SIP Infrastructure Provisioning

Vodafone Idea Limited shall provision and maintain the following:

- 3,000 concurrent SIP channels, scalable up to 4,000 channels based on operational requirements.
- Minimum 120 CPS (Calls Per Second) at steady state, based on 4% of provisioned channel capacity.
- SIP services supporting both outbound voice broadcasting and API-integrated call triggering.
- SIP-based telephony infrastructure hosted exclusively on Tier-III or higher certified data centres located within India, deployed across a minimum of two geo-redundant sites, with no single point of failure in the overall design.
- The infrastructure shall include:
 - (c) Hosted Session Border Controller (SBC) with active-active redundancy.
 - (d) Load balancing across multiple SIP gateways.
 - (e) Carrier-grade SIP connectivity provided by Vodafone Idea Limited through its own network or equivalent licensed carrier partnerships.
 - (f) Automatic failover between primary and secondary SIP routes.
 - (g) Dynamic channel add/remove capability based on utilization trends.

2. Cloud Hosted Telephony Platform

The platform shall operate entirely as a hosted cloud-managed telephony system. NDKSP shall not be required to provision any on-premises hardware, servers, or software. The platform shall provide:

- Full web-based consoles for Administrator, Supervisor, Auditor, and Read-Only roles.
- Telephony servers (dialer, IVR, routing logic) hosted entirely on Vodafone Idea Limited's infrastructure.
- Remote management of campaigns, call reports, recordings, voice files, and analytics.

3. Outbound Calling and Dialing Automation

The platform shall support the following dialing modes and automation features:



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- **Predictive Dialer:** Auto dialing, pacing algorithms, call drop control, agent call routing.



Section X – Contract Forms

- **Power Dialer:** Manual + automated dialing for specific call handling.
- **Blast / OBD Dialer:** Simultaneous bulk dialing for mass outreach and voice campaigns.
- **Retry Logic:** Configurable retry on no-answer, busy, and network failure (minimum 3 attempts).
- **Campaign APIs:** Trigger voice campaigns via REST API, scheduler, or internal workflow.

Additionally, the platform shall support automatic call retry based on campaign configurations, agent-less broadcasting for voice-only message delivery, and intelligent call distribution based on timing, region, language, or farmer category.

4. Voice Message Handling

The platform shall support:

- Native Text-to-Speech (TTS) in Marathi, Hindi, English, and other Indian regional languages.
- Upload of studio-quality pre-recorded messages in WAV, MP3, and PCM formats.
- Automated conversion of text to voice for dynamic announcements.
- API-based message customization by input parameters such as district, crop type, and agro-climatic zone.
- Storage and reuse of approved voice message templates.

5. Campaign Management and User Console

Vodafone Idea Limited shall deliver a web-based campaign management portal with the following capabilities:

- Creation of single and multi-level campaigns segmented by region, category, and language.
- Data upload via CSV, XLS, FTP, web upload, and API.
- Management of contact lists, suppression lists, retry lists, and campaign schedules.
- Role-based access control (Administrator, Supervisor, Read-Only, Auditor).
- Live dashboard displaying call flows, CPS utilization, success ratios, and retry counts.
- Campaign scheduling up to 14 working days in advance, with the ability for authorized administrators to override, modify, pause, resume, or re-prioritize scheduled campaigns at any time.

6. Dynamic Cohorting and Multi-Parameter Segmentation

Vodafone Idea Limited shall provide a CRM/campaign interface enabling NDKSP administrators to create and modify farmer cohorts based on dynamic parameters including, but not limited to, crop type, weather conditions, agro-climatic zone, gender, and scheme or activity participation. Administrators shall be able to add, remove, or reconfigure segmentation parameters without vendor intervention.

7. Caller Interaction Capture

The platform shall support capture of DTMF responses from called parties where applicable, enabling interactive voice response and feedback collection.

8. Customizable Telemetry and KPIs

All telemetry KPIs — including CPS, ASR, ACD, call failure types, retry metrics, and campaign success ratios



Section X – Contract Forms

shall be configurable by NDKSP administrators. The system shall allow the Department to select which KPIs appear on dashboards, in reports, and in API outputs, and shall support formatting changes as requested.

9. Call Transfer and External Routing

The platform shall support call transfer and onward routing to external systems via SIP REFER, SIP INVITE, WebSocket APIs, or any other mechanism requested by NDKSP, enabling agent transfer, workflow integration, and real-time decision engine connectivity.

10. Reporting and Logs

The system shall maintain detailed records for every call. Reports shall be exportable in PDF, XLS, and API formats. Dashboards shall support funnel reports, CPS consumption reports, and campaign-level analytics on daily, weekly, monthly, and campaign-specific bases.

Log Parameter	Description
ANI / Dialed Number	Called mobile number
Call Start Time	Exact timestamp
Call Duration	Duration in seconds
Call Status	Success, Failed, Busy, No Answer
Disposition	Call Completed, Failed, DND, Network Error
Retry Attempt	Attempt number and outcome

11. System Integration

Vodafone Idea Limited shall provide:

- REST APIs for real-time campaign triggering.
- API interface for fetching call analytics, campaign results, and voice message logs.
- Callback APIs for call disposition feedback to NDKSP systems.

12. Training and Documentation

Vodafone Idea Limited shall provide detailed operational manuals, system architecture diagrams, and campaign user guides. Training shall be conducted for designated NDKSP officials covering:

- Platform usage and administration.
- Campaign management and scheduling.
- Report interpretation and analytics.
- Voice content preparation and management.

13. Responsibilities of Vodafone Idea Limited

Vodafone Idea Limited shall bear full responsibility for the following:



Responsibility	Description
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Section X – Contract Forms

SIP Connectivity	Delivery, maintenance, and uptime of SIP channels.
Cloud Hosting	Telephony hosting, configuration, and infrastructure management.
Software Platform	Access provisioning, scaling, monitoring, and dashboards.
Dialer Infrastructure	OBD, predictive, and power dialer operations.
Data Upload Support	Support for CSV, XLS, and API-based data ingestion.
Reporting and Logs	Real-time analytics, CDR maintenance, and export.
Service Support	24x7 helpdesk, ticket management, and escalation workflows.
Technology Updates	Platform enhancements and improvements during contract tenure.

14. Exclusions from Scope

NDKSP shall bear no responsibility for the following, which are entirely Vodafone Idea Limited's obligation:

- Provisioning of telecom exchanges, SIP trunks, PBX systems, or servers.
- Hosting or managing any telephony infrastructure.
- Procuring cloud infrastructure.
- Maintaining SIP connectivity, dialer software, TTS engines, or SBC functionality.

15. Service Level Agreement

Vodafone Idea Limited shall adhere to the following SLA standards. All parameters are measured on a monthly 95th percentile (P95) basis. Penalties are applied once per month based on shortfall from the 95% compliance threshold.

Parameter	Required Standard	Penalty
Uptime	≥99.5% availability per calendar month	1% of Monthly Service Fee per 0.1% below 99.5%
CPS (120 CPS)	≥120 CPS sustained; 95% of peak intervals compliant (monthly P95)	₹10,000 per % point below 95% compliance (monthly)
Post Dial Delay (PDD)	95% of calls with PDD ≤2 seconds (monthly P95)	₹15,000 per % point below threshold (monthly)
Call Setup Time	95% of calls setup within 2 seconds (monthly P95)	₹10,000 per % point below threshold (monthly)
Contact API Latency	95% of API requests respond within 2 seconds (monthly P95)	₹1,000 per % point below threshold (monthly)
Ticket Resolution	95% of tickets resolved within 4 hours (monthly P95)	₹5,000 per % point below threshold (monthly)

Penalty Cap: Total SLA penalties in any month shall not exceed 25% of the Monthly Service Fee.

Exclusions: SLA penalties shall not apply during scheduled maintenance with prior notice, force majeure events, or failures attributable to NDKSP-side infrastructure or carrier-side issues beyond Vodafone Idea Limited's



16. Security and Data Compliance

- AES-256 encryption for data at rest.
- TLS 1.2/1.3 for SIP signalling.
- SRTP support is mandatory.
- CDRs, API logs, and campaign audit data retained for a minimum of 180 days with retrieval capability upon request.
- Compliance with: IT Act 2000, DPDP Act 2025, TRAI Unified License / VNO License / Telemarketing Registration Certificate, and ISO 27001:2013.
- Outbound dialing permitted only between 09:00 AM and 09:00 PM as per TRAI OBD restrictions, unless specifically exempted.

17. Billing and Payment

- Monthly rental shall be charged only on the actual number of concurrent SIP channels utilized during the month, irrespective of the provisioned capacity of 3,000 channels. Vodafone Idea Limited shall invoice strictly on the basis of monthly measured concurrent channel usage.
- Payment cycle: Monthly invoice submission with 30-day clearance.
- Invoices shall consolidate all charges including SIP channels, cloud hosting, dashboards, voice routing, TTS, software licences, and support.

18. CERT-In Cybersecurity Compliance

Vodafone Idea Limited shall ensure full compliance with all applicable CERT-In (Indian Computer Emergency Response Team) guidelines, advisories, and directives. All security audits including Vulnerability Assessment and Penetration Testing (VAPT) shall be conducted by a CERT-In empanelled auditor, with reports submitted to NDKSP as required. Vodafone Idea Limited shall adhere to CERT-In requirements on cybersecurity incident reporting, log retention, breach notification, and response procedures, and shall maintain all audit and system logs per CERT-In mandated standards.



भारत सरकार
Government of India

अरिजीत घोष
Arijit Ghosh
जन्म तिथि / DOB : 16/06/1981
पुरुष / Male

4271 2003 7881

आधार - आम आदमी का अधिकार






भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
आत्मज: अशीम घोष, घर/निर्माण:
22/3 शाहपुर कॉलोनी, ब्लॉक जे
गाव/कस्बा/शहर नई आलिपोरे, जिला:
कोलकता, पोस्ट ऑफिस, नई
आलिपोरे, राज्य: वेस्ट बंगाल, पिन
कोड 700053

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S/O Ashim Ghosh,
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Village/Town/City: New Alipore,
District: Kolkata, P.O.: New
Alipore, State: West Bengal,
PinCode: 700053

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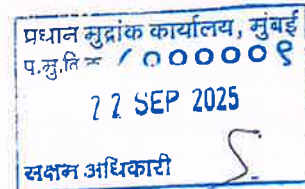
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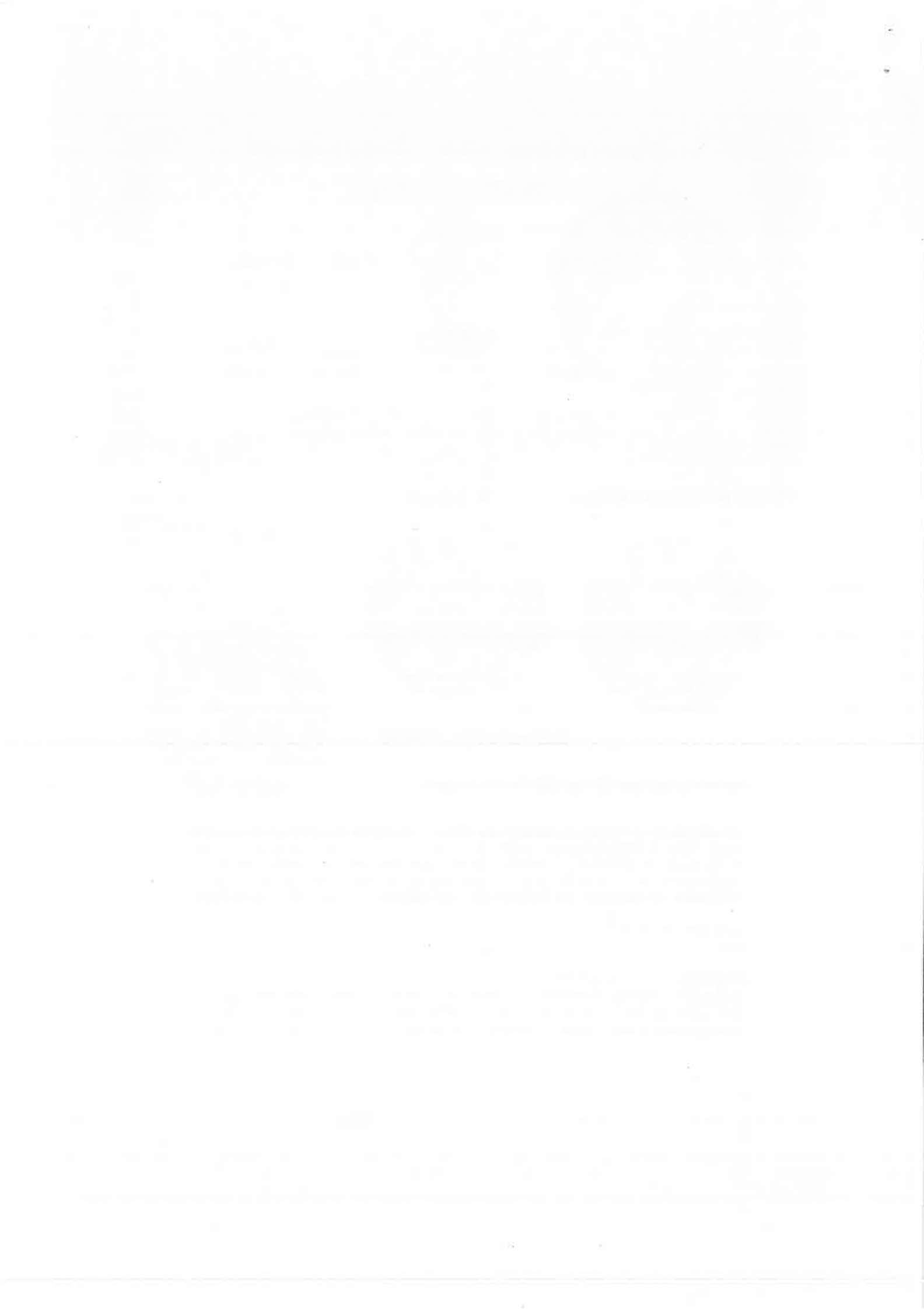


SPECIAL POWER OF ATTORNEY

KNOW ALL MEN THAT BY THIS POWER OF ATTORNEY:

I, Arvind Nevatia, Chief Enterprise Business Officer of **Vodafone Idea Limited**, a company registered under the Companies Act 1956, having its registered office at Suman Tower, Plot No. 18, Sector 11 Gandhinagar - 382 011 Gujarat, India and its offices inter alia at 10th Floor, The Birla Centurion, Plot no.794, B Wing, Pandurang Budhkar Marg, Worli, Mumbai; 400030 (hereinafter referred to as "the Company") am duly authorized by Power of Attorney dated 14th October, 2022 issued to me by the Chief Executive Officer of the Company (hereinafter called the "said POA").

WHEREAS, under the said Power of Attorney, I am inter alia authorised to represent the Company to participate in any bid or tender or any other process and to make, sign, execute and register all papers, documents, declarations, affidavits for the purpose of submitting any responses to any tenders or Request for Proposal ("RFPs") or Request for Quotation





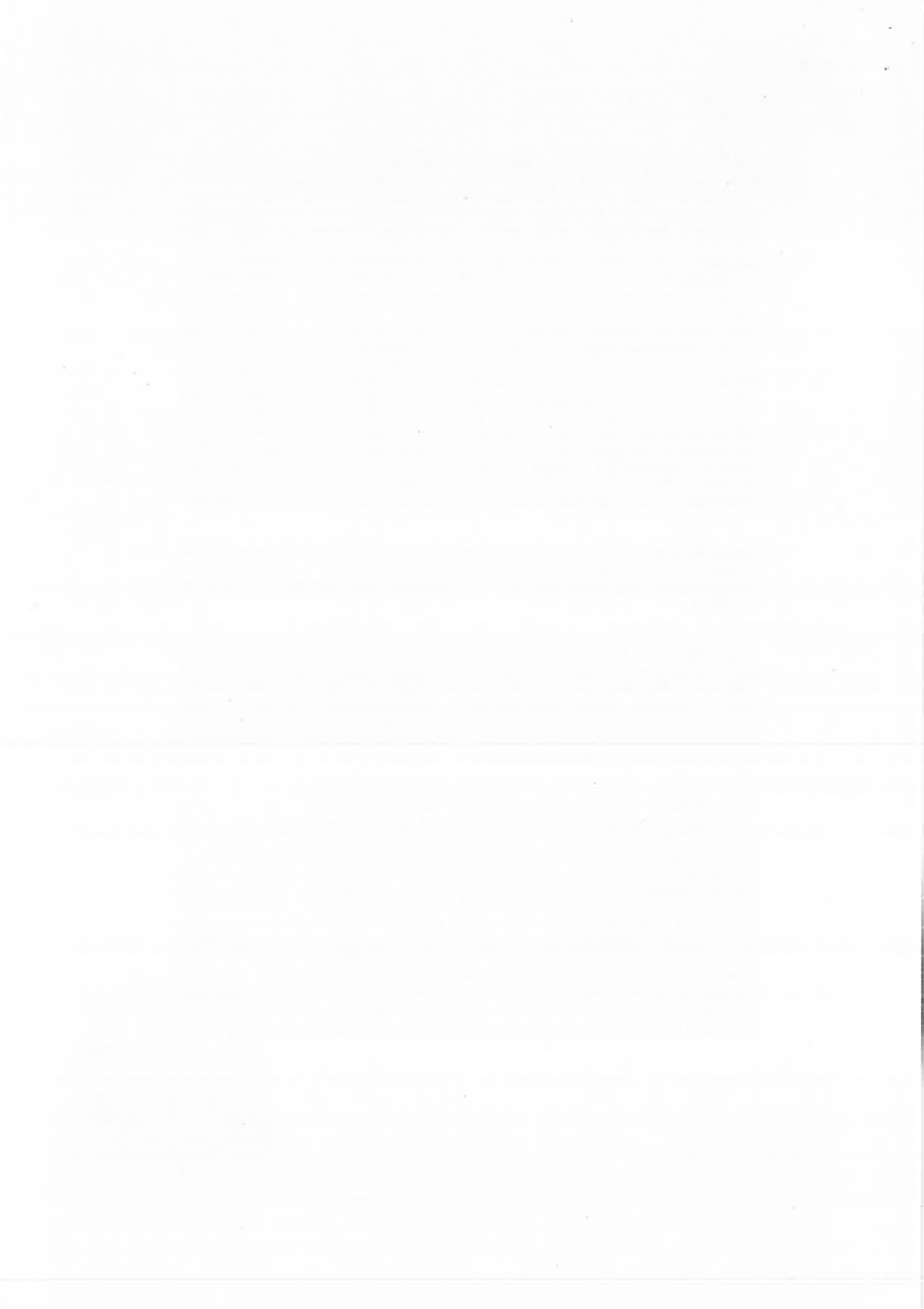
("RFQs"), Tenders and Proposals ('Bid') and for submitting any written clarifications and authorizing other personnel employed with Vodafone Idea group company, which the Company is a part of, including direct / indirect subsidiaries of the Company, to sign, submit, provide written clarification, represent the Company for such Bids conducted by government departments, public sector undertakings, defense authorities, police authorities, law enforcing agencies, municipal corporations or municipalities or like bodies, autonomous bodies, railways and other government departments, semi-autonomous bodies etc. and take action in any other manner for sale / provision of telecom connections, whether prepaid or post-paid or wireless or wired, or in any other manner and all incidental actions and commit an amount up to a total contract value of Rs. 100 crores per contract / per Bid on behalf of the Company. Under the said Power of Attorney, I am also authorised to make, sign and execute and register all documents and agreements including but not limited to Memorandum of Understanding (MOU's), Confidentiality or Non-Disclosure agreements (NDA), agreements, bid cooperation/teaming agreement, channel partner agreements / letters, inter-company agreements, articles to agreements, proposals, letters or other documents up to a total contract value of Rs 100 crores, either for (i) sale to customers of services including but not limited to mobility, fixed line data services, fixed line voice services, wholesale voice, wholesale data, all new products, value added services / IRU / dark fiber / products / equipment / hardware / licensing of software / or (ii) rental of hardware / equipment or (iii) procurement of services / value added services / products / equipment / hardware / software / software licenses / domain names / new products and / or services.

AND WHEREAS I am unable to carry out the necessary procedural and other documentation related formalities in relation to the Bids and Tenders and signing of various letters and agreements on a day-to-day basis, as being occupied in other important matters of the Company.

AND WHEREAS, as per the said POA, I am authorized to sub-delegate one or more of the powers relating to signing of various documents including letters and agreements and the Company's participation in Bids or RFP's / RFQ's in relation to enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk, Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products and matters related thereto as stated in the said POA as I may deem fit;

AND WHEREAS, I am hereby delegating my authority to (i) sign various sales and channel partner agreements as mentioned in the said POA up to a total contract value of Rs. 1,50,00,000 (Rupees One Crore Fifty Lacs only) per contract and to (ii) represent the Company to participate in any bid or tender or any other process and to make, sign, execute and register all papers, documents, declarations, affidavits, letters, agreements etc. in relation to enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk, Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products for the purpose of submitting any responses to any tenders or Request for Proposal ("RFPs") or Request for Quotation ("RFQs"), Tenders and Proposals ('Bid') and for submitting any written clarifications and authorizing other personnel employed with Vodafone Idea group company, which the Company is a part of, including direct / indirect subsidiaries of the Company, to sign, submit, provide written clarification, represent the Company for such Bids conducted by government departments, public sector undertakings, defense authorities,







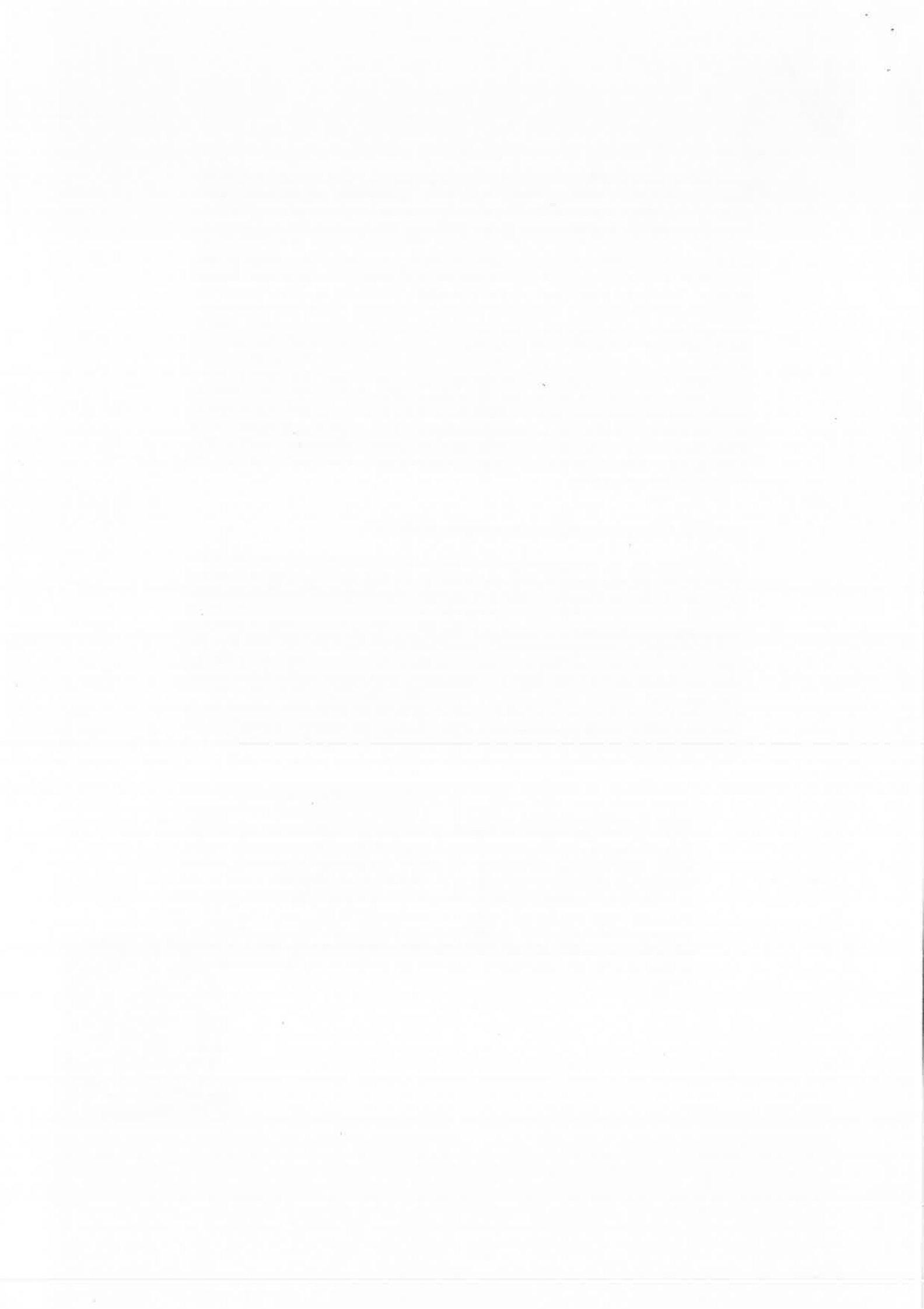
police authorities, law enforcing agencies, municipal corporations or municipalities or like bodies, autonomous bodies, railways and other government departments, semi-autonomous bodies etc. and take action in any other manner for sale / provision of telecom connections, whether prepaid or post-paid or wireless or wired, or in any other manner and all incidental actions and commit an amount up to a total contract value of Rs. 1,50,00,000 (Rupees One Crore Fifty Lacs only) per contract / per Bid on behalf of the Company to **Mr. Arijit Ghosh**, presently working for gain at Vodafone Idea Limited and designated as **General Manager - Cluster Sales Head, Mumbai & M&G**, Enterprise Business, who is well conversant with the facts of such Bids, Tenders, RFP's and RFQ's, and all such documents, letters and agreements related to enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk, Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products, and is hereby duly authorized to sign, execute Bids, RFP's, RFQ's, letters, agreements, documents, declarations, affidavits etc. related to enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk, Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products and provide written clarifications and represent the Company in relation thereto, along with other sale and channel partner agreements.

NOW THIS POWER OF ATTORNEY WITNESSETH AS UNDER:

I, Arvind Nevatia, in my capacity as the Chief Enterprise Business Officer, acting for and on behalf of the Company hereby constitute, nominate, authorize and appoint **Mr. Arijit Ghosh** designated as **General Manager - Cluster Sales Head, Mumbai & M&G**, Enterprise Business (hereinafter referred to as "**the said Attorney**") with the following powers and authorities to be exercised in relation to the various Bids, RFP's, RFQ's, and signing of letters, agreements and other relevant documents related to enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products that would be issued or raised within India and also in relation to signing sale and channel partner agreements subject to the limit of a value **up to Rs. 1,50,00,000 (Rupees One Crore Fifty Lacs only) per contract / per Bid** that the Company may intend to bid forth and do the following acts as is stated hereinafter:

- i) To participate in any bid or tender or any other process related to enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products and to make, sign, execute and register all papers, documents, agreements, letters, declarations, affidavits for the purpose of submitting any responses to any tenders or Request for Proposal ("RFPs") or Request for Quotation ("RFQs") Tenders and Proposals ('Bid') and for submitting any written clarification and to sign, submit, provide written clarification, represent the Company for such Bids and take action in any other manner for sale / provision of telecom connections and commit an amount up to a total contract value of Rs. 1.5 crores per contract / per Bid on behalf of the Company.





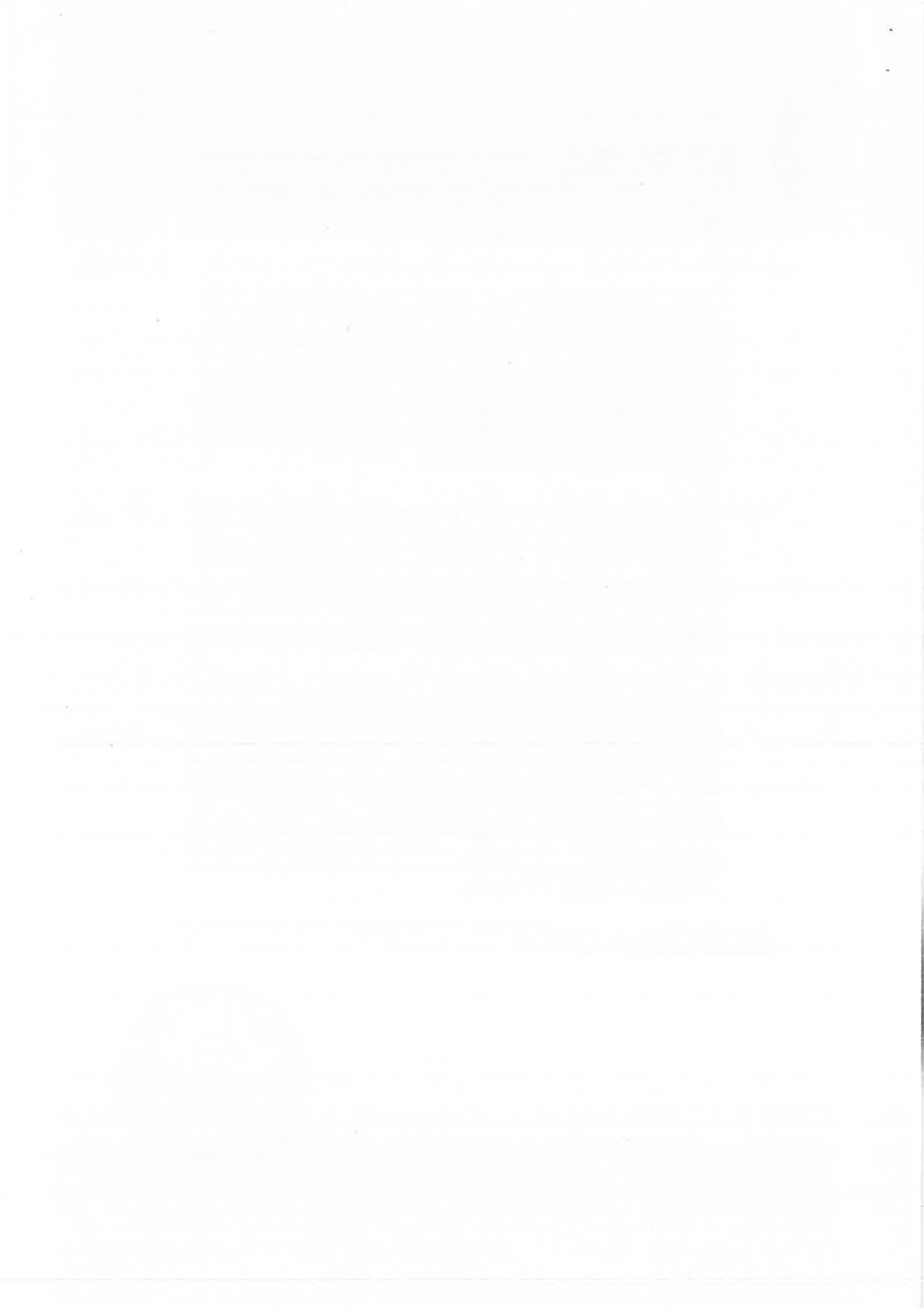


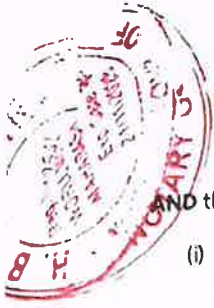
To sign and file response/s in relation to the said Bids, RFP's and RFQ's, initialing (electronically or otherwise) each page of the response / submission to the Bids, RFP's, RFQ's, appear / represent the Company before the respective bodies that is issuing such tenders, RFPs etc., and its officials in connection with the Company's response/submission to the Bids, RFP's, RFQ's and also to provide written clarification in relation to the Bids, RFP's, RFQ's.

- iii) To execute and sign agreements for and on behalf of Vodafone Idea Limited Enterprise segment, execute all documents, letters and agreements including but not limited to Master Service Agreements, Memorandum of Understanding, Confidentiality or Non-Disclosure Agreements or other agreements, declarations, affidavit and other documents related to enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk, Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products up to a total contract value of Rs. 1,50,00,000/- (Rupees One crore Fifty Lakhs only) per contract for provisioning of services including but not limited to mobility, fixed line voice and data services, equipment, hardware and rental thereto etc.
- iv) To appoint, terminate and otherwise deal with various channel partners and to make, sign and execute various channel partner agreements and other related agreements, letters, notices or other correspondences and documents which are necessary and expedient in the opinion of the Attorney to be so made, signed, executed or presented in connection with any agreement related to enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk, Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products up to a total contract value of Rs. 1,50,00,000/- (Rupees One crore Fifty Lakhs only) per contract.
- v) To exercise such powers and authority in the Company's name and on behalf of the Company with respect to the enterprise mobility business, fixed line business, GMPLS, MPLS, Internet of Things (IOT) and Integrated IOT, Cloud Services, Mobile Call recording Solutions, SIP Trunk, Internet Leased Lines, DDos, Ccaas, Data Centre, Hosted Services and all telecom related products as per limit stated hereinabove and to ensure that the powers provided under this Special Power of Attorney shall be subject to compliance to provisions of the Companies Act, 2013 and the Articles of Association of the Company and subject to any express limitation imposed by and under the direction and control of the Board of Directors of the Company, or the Chief Executive Officer of the Company or by me. The powers herein do not give authority to the said Attorney to settle any suits or claims or admit any criminal liability or wrong doing on behalf of the Company.

The powers herein do not give authority to the said Attorney to admit any criminal liability or wrong doing on behalf of the Company.







AND the Company does hereby agree

- (i) to confirm and ratify all and every act or thing done by the said Attorney and within the scope of the authority hereby conferred on him in the name and on behalf of the Company and
- (ii) that the same shall be binding on the Company as if done or executed by the Company itself.

This Power of Attorney shall be valid from the date of execution hereof till the earliest of the following:

- I. upon the attorney ceasing to be in employment of the Company or any of its subsidiary; or,
- III. upon earlier revocation by the Company.

IN WITNESS WHEREOF, this Power of Attorney has been signed by me on this 5th day of February, 2026.

For **Vodafone Idea Limited**

Authorised Signatory
Name: Arvind Nevatia

..... (Signature)



Accepted by:

(Mr. Arijit Ghosh)
Constituted Attorney

(i) [Signature] (Signature)
Dhanraj Khondelval

Witnesses:

(ii) [Signature] (Signature)
Chetan Deshmukh
H. B. MISHRA
Reg. No. 10540
NOTARY GOVT. OF INDIA
31, Anandeshram Bldg.,
Dr. R. G. Thadani Marg,
Worli, Mumbai - 400 018.

BEFORE ME
[Signature]
02/2/2026

NOTED & REGISTERED
Sr No. 3011 Page No. 53
Date: 02/2/2026

