

**No. 10(07)2025-NICSI**

**NATIONAL INFORMATICS  
CENTRE SERVICES INCORPORATED (NICSI)**



**Request For Empanelment (RFE)**  
**of**  
**Agencies**  
**for**  
**E-Governance Consultancy Services**

**RFE No. NICSI /e-Governance Consultancy Services /2025/06**

**NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED (NICSI)**

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## **1 DISCLAIMER**

1. The sole objective of this document (the Request for Empanelment or the RFE) is to solicit Techno commercial offers from interested parties for taking part in the empanelment process leading to empanelment of vendor(s) for the scope of work as mentioned in this document. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by NICSI or any of their employees, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFE Document and wherever necessary, obtain independent advice from appropriate sources.
2. Interested Parties may carry out their own study/analysis/ investigation as required before submitting their Techno commercial proposals.
3. This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.
4. NICSI Representatives, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFE Document.
5. Some of the activities listed to be carried out by NICSI subsequent to the receipt of the responses are indicative only. NICSI has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of NICSI.
6. It is advised through this RFE that materialistic misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all NICSI tender/RFE for a period of 2 (two) years. Bidders are requested to share information which is true and based on some tangible proofs.
7. The information contained in this RFE is subject to update, expansion, revision and amendment prior to the last day of submission of the Bids at the sole discretion of NICSI. In case any major revisions to this RFE are made by NICSI within seven days preceding the last date of submission of the Bids, NICSI may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFE. Neither NICSI nor any of its officers, employees, advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFE.
8. The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NICSI or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NICSI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## 2 FACTSHEET

RFE No.	NICSI/e-Governance Consultancy Services /2025/06
Name of Organization	National Informatics Centre Services Inc. (NICSI)
RFE Type	Open RFE
RFE Category	Services
Type of Contract	Empanelment
Service Category	e-Governance Consultancy Services
Selection Method	As per RFE
Availability of Bid Document	e-procurement portal at <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
Cost of the Bid Document (RFE fee)	Nil
Contract (Empanelment) Period	Total contract period is for <b>Three years</b> from the effective date as mentioned in the empanelment.  The contract may be <b>extended by a period of 2 years</b> (post completion of 3 years) on mutual agreement.
Vendor Panel Size	<b>Up to 10 (Ten) Vendors</b>
Bid Security Deposit / Earnest Money Deposit (EMD)	Bidders (MSE or Start-up only) shall submit, along with their Proposals, a signed 'Bid Securing Declaration' as per Annexure <b>(To be submitted on Non-Judicial Stamp paper of minimum Rs. 100)</b>  Bidders (Other than MSE or Start-up only) EMD – BG/eBG from any scheduled commercial bank INR 20,00,000/- (Twenty Lacs) valid for <b>180 days</b> from the last date of bid submission. Will need to be extended, if bid validity is extended.
Bid Validity	Proposals shall remain valid for <b>180 days</b> from the last date of bid submission
Proposal Language	English
Proposal Currency	INR (Indian Rupees)
Date of Publication	<b>10-07-2025</b>
Sub-Contracting / Consortium	Not Allowed
Last Date for Pre-Bid Queries Submission	<b>16-07-2025 at 14:00 Hrs</b>
Pre-Bid Meeting Date & Venue:	<b>18-07-2025 at 11:30 Hrs at NICSI, Hqrs. New Delhi (Through VC)</b>
Last Date & Time for Bid Submission	<b>11-08-2025 at 15:00 Hrs</b>
Opening of Technical Bids	<b>12-08-2025 at 15:30 Hrs</b>
Opening of Financial Bids	Technically qualified bidders to be notified later

<b>Number of Packets</b>	Two Packets Online bid submission as under: 1. <b>Packet-1 Technical Bid</b> (Bid Security Declaration/Eligibility & Technical Bid) 2. <b>Packet-2 Financial Bids</b> (Abridged & Detailed Financial)
<b>Re-Bid Submission</b>	<b>Yes</b> (Before last date of bid submission)
<b>Bid Withdrawal</b>	<b>Yes</b> (Before last date of bid submission)
<b>Address for Communication</b>	<b>Tender Division NICSI</b> National Informatics Centre Services Inc. 1st Floor, 15 NBCC Tower, Bhicaji Cama Place, New Delhi-110066 Email: <a href="mailto:tender-nicsi@nic.in">tender-nicsi@nic.in</a> , Phone: 011-22900525/34/35

**Note:**

The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above FACTSHEET is further elaborated in the subsequent sections of this RFE and the information provided in the Fact Sheet and subsequent sections of this RFE are to be read in conjunction and are to be interpreted harmoniously.

### 3 DEFINITIONS

In this document, the following terms shall have respective meanings as indicated:

**"NICS"** shall mean National Informatics Centre Services Incorporated, New Delhi. The term NICS includes successors and assigns of NICS.

**"NIC"** shall mean National Informatics Centre, New Delhi.

**"Client"** shall mean the department/organisation for which the order is being placed.

**"e-Governance"** ICT (Information and Communication Technology) based projects in government sector

**"RFE"** shall mean Request for Empanelment, RFE Document or Bidding Document including the written clarifications issued by NICS in respect of the RFE.

**"Authorized Representative/Agency"** shall mean any person/agency authorized by NICS.

**"Contract"** shall mean the Work Order placed by NICS on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

**"Financial Year" (FY)** period from 1<sup>st</sup> of April till 31<sup>st</sup> of March of subsequent year.

**"Specifications"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.

**"Bidder/Agency/Service Provider"** shall mean the firm offering the solution(s), services and/or materials required in the RFE. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Agency", on whom NICS places Work Order for Delivery of services.

**"Party"** shall mean NICS or Bidder individually and "Parties" shall mean NICS and Bidder collectively.

**"Services"** means requirements defined in this document including all additional services associated thereto to be delivered by the Bidder.

**"SME"** means Subject Matter Expert is an individual with a deep understanding of a particular job, process, department, function, technology, machine, material or type of equipment.

**"Proposal/Bid"** means the Bidder's reply or submission in response to this RFE.

**"user"** means the NIC or NICS or User department or ministry, who soever is availing services from the agency.



## 4 INTRODUCTION

Towards e-governance initiatives, NICS I proposes to empanel reputed consultancy firms having relevant experience in the key ICT domain areas. The empanelled bidders would be expected to provide consultants to the on-going/new projects. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of NICS I/NIC/USER.

However, it is important to note that the engagement of these bidders will be strictly time-bound and project-specific. This arrangement is designed to meet the operational needs of NICS I/NIC/USER without creating any form of employment obligation. The bidders' contributions will be focused on delivering defined outputs within a specified timeframe, ensuring flexibility and scalability in addressing project requirements.

The empanelled bidders will be required to provide services across India. Interested parties can access and download the RFE document, which includes detailed terms and conditions, free of cost from e-procurement portal at <https://etenders.gov.in/eprocure/app> Bids must be submitted in accordance with the procedures outlined in the RFE document.

### Key Details:

#### 1. Allocation of Work:

The allocation of work to empanelled bidders will be carried out through two mechanisms:

- **Time and Material-Based Assignment (Capacity Augmentation):**  
This involves hiring manpower for a defined period to support existing officials. Payments will be made on a man-month basis as per the empanelled rates.
- **Deliverable-Based Assignment:**  
This applies to projects where the scope of work and deliverables are clearly defined, standardized, and time-bound.

#### 2. Eligibility of Bidding Entities:

Only individual organizations (single bidding entities) are eligible to participate. Consortiums, joint ventures, or subsidiaries are not permitted. The credentials of subsidiaries or affiliated companies will not be considered during the evaluation process.

#### 3. Rate Validity:

NICS I reserves the right to disqualify bids with quoted rates that are excessively low or significantly deviate from prevailing market trends.

By adhering to these guidelines, NICS I aims to ensure a fair and transparent selection process, fostering the participation of competent bidders capable of meeting the project requirements.

## 5 ABOUT NICSI

The National Informatics Centre Services Inc. (NICSI) was established in 1995 as a Section 25 Company (now a Section 8 Company) under the National Informatics Centre (NIC), Ministry of Electronics and Information Technology (MeitY), Government of India. NICSI's primary mandate is to deliver comprehensive IT solutions to government organizations, supporting various e-Governance initiatives undertaken by NIC and MeitY.

### Main Objectives:

**1. Promoting IT Utilization for National Development:**

Facilitate India's economic, scientific, technological, social, and cultural growth by encouraging the adoption of Information Technology, computer-communication networks, informatics, and related innovations. This includes leveraging the services, technologies, and infrastructure developed by NIC, such as its Computer-Communication Network (NICNET) and associated resources.

**2. Expanding NIC's Capabilities for Revenue Generation:**

Drive further development of services, technologies, and infrastructure that complement NIC's existing expertise and infrastructure, focusing on initiatives that enhance NIC's revenue generation potential.

**3. Advancing Value-Added IT Services:**

Develop and promote advanced computer and computer-communication services using NIC's foundational infrastructure, including NICNET, to meet evolving technological needs.

### Products and Services:

In line with the above objectives, NICSI provides a wide range of products and services to support Central Government, State Governments, and Public Sector Undertakings (PSUs). These offerings include:

- Hardware and Systems Software
- Application Software and Software Development
- Intra-Networking and Wide Area Networking
- Video Conferencing Solutions
- IT Consultancy and Implementation Support

Through these services, NICSI plays a critical role in enabling effective e-Governance and fostering digital transformation across government organizations. For more information, please visit <https://nicsi.com/>.

## 6 SCOPE OF WORK

### 6.1 Scope of Work

An indicative list of key domain areas under which the empanelled bidders would be expected to perform through their consultants with Management and/or Technical profile is as given in Annexure-4: “Indicative Work Profiles for Various Positions”. As part of e-governance initiatives, the jobs may be in any of the sectors like education, agriculture & animal husbandry rural development, research & development, Panchayati Raj, health, food/civil supplies, administration, revenue/finance, taxation/ excise, social media, smart city etc. Therefore, the consulting firms must have consultants experienced in various disciplines as given in the Annexure-4: Indicative Work Profiles for Various Positions and Annexure-3: Educational Qualifications and Experience.

From the above list, a work order can be issued as per the NICSI’s SoP and will be assigned to any one of the empanelled vendors in any of the following models (as given in Annexure-14: Project Expectation Model).

### 6.2 Project Delivery Models

From the above list (Section 6.1), a work order can be issued as per the NICSI’s SoP and will be assigned to any one of the empanelled vendors in any of the following models:

#### 6.2.1 Model 1: Time and Material-Based Assignment (Capacity Augmentation):

- a. For each job, the bidder will prepare a list of resources indicating their experience in the area based on requirement as mentioned in the terms of reference
- b. A Project Review Committee (PRC), constituted for the purpose of selection of resources, may shortlist the resources for deployment in man-month mode.
- c. In case PRC desires, the resources may be called for personal interaction/presentation. After selection of resources by PRC, NICSI/NIC will issue a work order for job assignment.
- d. In case the PRC is not formed, the above function may be done by the concerned nodal officer of user department.

#### 6.2.2 Model 2: Deliverable Based Assignment

- a. For each job, the bidder will prepare estimated time/cost document as “Estimated Resource Deployment Proposal” indicating the man-month efforts of bidder’s resources at various levels at the rates finalized through this RFE.
- b. A Project Review Committee (PRC) may evaluate the proposals for selection of one of the empanelled bidders. In case PRC desires, the bidders may be called for presentation. After approval of the cost/time estimates by a Project Review Committee (PRC), NICSI/NIC will issue a work order for job assignment.
- c. The bidders will prepare such time/cost documents free of charge within given time frame.

- d. The resources to be deployed at the above levels should have regular educational qualifications and experience as per Annexure 3: Educational Qualifications and Experience. NIC/NICSI/User may call for this information for a professional before her/his deployment.
- e. Bidder's resources deployed on a job will use their own infrastructure when working from /user's premises. The user's responsibility will be restricted to provide workspace and environment for the resources' official work related to the assigned job. Except, for the situation where it mandates that infrastructure of the workplace has to be used.
- f. The bidders will provide their services anywhere in India. No TA/DA will be admissible for the first posting of a professional from the consultancy organisation. However, for time and material projects a professional would be entitled to TA/DA, as per the rules, if he/she is asked to go on tour for project work from her/his project site.

## 7 INSTRUCTIONS TO BIDDERS

### 7.1 Availability of RFE

The RFE document is available on the e-procurement site at <https://etenders.gov.in/eprocure/app>

Interested bidders who wish to participate in this RFE may view and download the RFE document free of charge from the above-mentioned website.

Bidders are advised to thoroughly review all instructions, forms, terms, project requirements, and other relevant information provided in the RFE documents. Any failure to provide the required information or submission of a proposal that is not fully responsive to the RFE documents may result in the rejection of the proposal, at the bidder's risk.

Online bidding should be submitted through the e-Procurement System, accessible via the e-procurement site at <https://etenders.gov.in/eprocure/app>.

### 7.2 Pre-Bid Queries & Clarifications

For any clarifications regarding the RFE document or related matters, bidders may submit their queries to the Department following the submission mode and timelines specified in the FACTSHEET. Pre-bid queries must include the name and details of the bidder submitting them. Queries submitted after the deadline indicated in the FACTSHEET will not be considered by NICSI.

NICSI reserves the right to issue responses, clarifications, or corrigenda as deemed necessary.

All queries must be submitted via email only, with the subject line formatted as follows:

**“ Request For Empanelment (RFE) of Agencies For E-Governance Consultancy Services”** Pre-Bid Queries  
\_<Bidder's Name>

Pre-bid queries should be sent to the following email address: [tender-nicsi@nic.in](mailto:tender-nicsi@nic.in).

The queries should necessarily be submitted in the below format:

#	Name & Details of the Bidder	RFE Document Reference(s) (Section & Page No.)	Content of RFE requiring clarification	Point of Clarification

NICSI shall hold a pre bid meeting with the prospective bidders as per the schedule provided in **Section-1 FACTSHEET**. Queries received from the bidders regarding bidding conditions, bidding process, item specifications, evaluation criteria, etc., in writing, or over email (preferably in an excel file), **up till two days prior to the pre bid meeting**, shall be addressed.

NICSI is not bound to clarify any query received after the day as described above. NICSI will review every query and on due consideration will issue corrigendum (if require). However, NICSI does not undertake to answer each individual query (ies). Bidders shall not assume that their unanswered queries have been accepted by NICSI.

### 7.3 Duration of Empanelment

The term of the empanelment will be as per [FACTSHEET](#) based on the Agency's performance as evaluated against the terms specified in this RFE and subject to approval by NICSI. Any renewal will adhere to the original empanelment's terms and conditions, including financial terms. The decision of NICSI regarding renewal shall be final and binding on the Agency.

### 7.4 Amendment of RFE Documents

a. **Modification of RFE Documents:**

At any time prior to the deadline for bid submission, NICSI may, either on its own initiative or in response to a clarification request from a prospective bidder, amend or modify the RFE documents. Any such amendment will be communicated through a corrigendum on the CPP portal and will be binding on all prospective bidders. Bidders are required to consider the amendment and submit their proposals or quotations accordingly.

b. **Extension of Bid Submission Deadline:**

To allow prospective bidders adequate time to incorporate the amendment into their bids, NICSI may, at its discretion, extend the deadline for bid submission.

c. **No Modifications or Withdrawals Post-Deadline:**

Once the deadline for bid submission has passed, no bid may be modified. Additionally, no bid may be withdrawn between the submission deadline and the expiration of the bid validity period specified by the bidder. Withdrawal of a bid during this period may result in the execution of a Bid Securing Declaration/forfeiting of EMD.

## 7.5 Language of Bid

The bid submitted by the bidder, along with all correspondence and documents exchanged between the bidder and NICSI, must be in English. Supporting documents and printed materials provided by the bidder may be in another language, provided they are accompanied by an accurate English translation of the relevant sections. In case of any discrepancies between the original language and the translation, the English translation will prevail. Any information provided in a foreign language without an appropriate translation will be rejected.

## 7.6 Bidding Cost

The bidder shall bear all costs related to the preparation and submission of the bid. NICSI will not be responsible or liable for any costs incurred, regardless of the outcome or conduct of the bidding process.

## 7.7 Content / Data Archiving

The Agency shall be responsible for providing storage, backup, and recovery facilities for the content and data it creates. The Agency must maintain backup storage with data retention for a period of up to three months after the project's conclusion or until a date specified by the user department.

The Agency shall handover the entire content archives to the User Department at the end of every project or periodically as agreed by User Department.

# 8 BID SUBMISSION

The bidder must comply with the timelines outlined in the FACT SHEET section. Bids submitted after the specified deadline will not be accepted. Only bids submitted online will be considered for the RFE opening process and subsequent evaluation. Incomplete bids will be immediately rejected and will not be taken into consideration.

## 8.1 Bid Securing Declaration (BSD) – only for Start-up or MSE category

- a. The bidders must submit the "Bid Securing Declaration Form" in the format provided in ANNEXURE-16: FORMAT FOR BID SECURING DECLARATION FORM. The form should be uploaded to the CPP Portal as per the instructions in the bid submission section.
- b. Bids that do not include the Bid Securing Declaration Form in the prescribed format will be summarily rejected.

## 8.2 Earnest Money Deposit (EMD)

- a. **EMD to be submitted is as per FACTSHEET.**
- b. EMD should be valid for at least 180 Days beyond last date of bid submission.
- c. Bank Details:

Beneficiary Name: National Informatics Centre Services Incorporated

Name of Bank: Union Bank of India  
 Branch: CGO Complex, Lodhi Road, New Delhi  
 IFSC CODE: UBIN0903710  
 A/c no. 520101263654539

- d. The bidders must submit the **original document of EMD**, in the form of Bank Guarantee (BG)/eBG form a scheduled commercial bank at NICSI HQ, Delhi within five days after closing time of Bid submission. NICSI accepts all standard BG format of the BG issuing bank.
- e. Copy of EMD document must be submitted along with Bid.
- f. If the EMD is not received within the stipulated time, the Purchaser reserves the right to immediately and summarily reject the proposal of the concerned bidder, without any further opportunity for correspondence.
- g. Startup and/or MSE agencies are exempted from EMD. These agencies need to submit Bid Securing Declaration (BSD) form as per Annexure 16: format for bid securing declaration form.

### 8.3 Online Bid Submission

Online bids (complete in all respect) must be uploaded on <https://etenders.gov.in/eprocure/app> latest by the time & date mentioned in the **FACTSHEET** section.

The Online bids should be submitted as under with mentioned two packets online:

Packet Number	Documents to be Uploaded	Packet File Format
Packet 1 – Technical Bid	<p>The files should be saved in a PDF version as “<b>packet1&lt;BidderName&gt;.pdf</b>”</p> <ol style="list-style-type: none"> <li>1. Scanned copy of <b>Covering Letter</b> in Company Letter Head as per ANNEXURE-2: COVERING LETTER FOR BID duly sealed &amp; signed.</li> <li>2. Scanned copy of <b>Bid Securing Declaration Form</b> duly sealed and signed as per the format mentioned in ANNEXURE-16: FORMAT FOR BID SECURING DECLARATION FORM</li> <li>3. Scanned copy of <b>Original Power of Attorney letter</b> in a Non-Judicial Stamp Paper of at-least Rs.100/- or <b>Board Resolution</b> in Letter Head in original in case of Registered Limited Companies</li> </ol> <p>Or</p> <p><b>Original Authorization in Letter Head</b> in case of Partnership Firm</p> <p>Or</p> <p><b>Original Self Certificate</b> in Letter Head in case of Proprietorship naming/indicating the person authorized to sign the bid.</p>	PDF

	<p>4. Scanned copy of <b>Bidder's profile</b> as per ANNEXURE-5: <b>Bidder's profile</b> duly filled in, signed and stamped along with all supporting documents.</p> <p>5. Scan copy of duly filled signed and stamped <b>Eligibility Compliance Sheets</b> as per ANNEXURE-6: and all the <b>supporting/mandated documents</b> and <b>Annexures</b> required for eligibility criteria.</p> <p>6. Scan copy of duly filled signed and stamped <b>Technical Compliance sheets</b> as per ANNEXURE-8: and all the <b>supporting/mandated documents</b> and <b>Annexures</b> required for Technical evaluation of the bid as per the evaluation criteria.</p> <p><i>Note: The PDF file not containing the above documents or containing the financial bid in the explicit/implicit form will lead to rejection of the bid.</i></p>	
Packet 2 – Financial Bid	<p>Financial Bids to be uploaded as: -</p> <p>1. As per <b>BoQ: GTV Financial Bid</b> as per ANNEXURE-12: <b>ABRIDGED FINANCIAL BID</b> (in .xls format)</p> <p><b>And</b></p> <p>2. <b>Detailed financial bid</b> as per ANNEXURE-13: <b>Detailed Financial Bid</b> (in .pdf format). The Detailed Financial Bid scanned pdf files, then should be saved in a RAR '<i>Detailed Fin &lt;Bidder's Name&gt;</i>'.RAR</p> <p><i>Note: All the bids documents duly signed by the authorized signatory of the company and stamped with company seal.</i></p>	.XLS & .RAR

As the bid submission must be completed online, it is strongly advised that the bidder takes all necessary precautions to ensure a smooth process. This includes submitting the bid well in advance to avoid any last-minute issues, ensuring that file names and formats comply with the requirements for uploading the documents. The Purchaser will not consider any bids that are unable to be uploaded or are uploaded incorrectly on the portal, regardless of the reason.

#### **Instructions for Packet 1**

- All the bid documents must be duly signed by the authorized signatory of the company and stamped with company seal.
- The document should have a Table of Contents indicating page no. where bid and its supporting document are placed.
- It shall be the sole responsibility of the bidder to check (and double-check) the page number referencing made for supporting documents in the checklist indicated under Eligibility Compliance Sheet and Technical Compliance Sheet. No relevant information/document should be left, whether listed above or not.
- Bidder must provide all documents mandated for bidder's profile, prequalification criteria and for technical evaluation criteria.



- e. All pages of the bid being submitted must be sequentially numbered, stamped and signed by the authorized signatory.
- f. Relevant referencing shall be done by the bidder, clearly indicating all page numbers where supporting documents are provided.
- g. The document should have a Table of Contents indicating page no. where supporting document are placed.

### **Instructions for Packet 2**

- a. The Bidder must upload the BoQ as per the format provided on CPP portal. The bidder must adhere to terms and conditions and fill in the required details as required in BoQ.
- b. The bidder must strictly follow the prescribed format as mentioned in the detailed Financial Bids.
- c. The bidder shall quote only the GTV value in Abridged Financial Bid as derived from in Detailed Financial Bid,.
- d. During financial opening, only the Abridged Financial Bid shall be opened for determining the L1 bidder based on the GTV value.
- e. Any other itemized financial details mentioned in the Abridged Financial Bid may lead to rejection of the bid.
- f. All the bid documents should be duly signed by the authorized signatory of the company and stamped with company seal.
- g. The rates quoted should be in line with the market trends and reasonable.

### **8.4 Other Instructions for Bid Submission**

- a. NICSI will not be responsible for any delay on the part of the vendor in submission of the bid.
- b. The bids submitted by Fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Conditional Bids shall not be accepted on any ground and shall be rejected straightway. (A bid is conditional when bidder submits its bid with his own conditions & stipulations extraneous to the terms and conditions specified in this RFE) If any clarification is required, the same should be obtained before submission of the bids i.e. during pre-bid meeting.
- d. No bids will be accepted after the expiry of the deadline as stated in the FACTSHEET.
- e. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- f. All CA certificates must be duly signed and stamped by CA and have UDIN number. It should further be signed by the authorised signatory of bidder.
- g. All pages of the bid being submitted must be signed by the authorized signatory, stamped and sequentially numbered by the bidder irrespective of the nature of content of the documents. Un-signed & un-stamped bid may be summarily rejected.
- h. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case any terms and conditions of the RFE document is/are not acceptable to the bidder or submitted any deviation, the bid shall be rejected summarily.
- i. Bids not submitted as per the specified format and nomenclature may be rejected.

- j. Ambiguous/Incomplete/Illegible bids may be out rightly rejected. Not quoted bids shall be consider as non-responsive and shall be rejected.
- k. Any alteration/ overwriting/ cutting in the bid should be duly countersigned else it will be out rightly rejected.
- l. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the RFE document with full understanding of its implications. Bids not complying with all the given clauses in this RFE document are liable to be rejected. Failure to furnish all information required in the RFE Document or submission of a bid not substantially responsive to the RFE document in all respects will be at the vendor's risk and may result in the rejection of the bid.
- m. RFE process will be over after the issuance of empanelment letter(s) to the selected agency(ies).

For additional instructions, refer to the following Sections- Bid Evaluation, Technical Evaluation and Financial Bid Evaluation, etc.

## **8.5 Bid Opening**

- a. NICSI shall convene a bid opening session as given in FACTSHEET, where one representative from the agencies, who have successfully uploaded the bid, can participate.
- b. NICSI will download the Packet-I from e-tender portal at first. Agencies' representatives can remain present during the bids download process.
- c. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC).
- d. Financial bids of only those bidders whose bids are found qualified by the Evaluation Committee as per both Pre-Qualification & Technical criteria will be opened in the presence of the bidder's representatives subsequently for further evaluation.
- e. Financial bids, original and revised, if any, of only the technically qualified agencies, shall be opened on a notified date and time, in the presence (physical/ Video Conference) of agency's representatives, who chose to remain present.
- f. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

## **8.6 Bid Validity**

- a. All bids must remain valid for a minimum period of **180 days** from the date of bid opening.
- b. The quoted rates must remain valid for the initial or extended duration of the empanelment period, starting from the date of empanelment, for placing the initial order.
- c. If required, NICSI may request an extension of the bid validity. Bidders will have the right to refuse to extend the validity of bids and to withdraw the bids. The request and the responses thereto shall be made in writing or by email.

## **8.7 Evaluation Process**

- a. NICSI will constitute a RFE Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFE and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.
- b. The Technical bids thus opened will be evaluated by the Committee subsequently.
- c. In the event of the specified date of bid opening being declared a holiday for NICSI, the bids shall be opened at the appointed time and location on the next working day.
- d. The decision of the Committee on the evaluation of responses to the RFE shall be final.
- e. The Committee may seek clarifications from the Bidder on the Technical & Financial Proposal.
- f. During evaluation of bids, the Committee may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be made in writing. If the response to the clarification is not received before the expiration of the deadline prescribed in the request, the Committee reserves the right to evaluate bids based on available documents which may also lead to rejection of the bid.

## 9 ELIGIBILITY CRITERIA

### i. Land Border Clause:

In accordance with Government of India guidelines, any bidder from a country which shares a land border with India will be eligible to participate in this tender only if the bidder is registered with the competent authority, as specified in the said guidelines.

A "bidder from a country which shares a land border with India" means:

An entity incorporated, established, or registered in such a country; or

A subsidiary or an entity substantially controlled through entities incorporated, established, or registered in such a country; or

An entity whose beneficial owner falls under the definitions specified by the competent authority related to land border regulations.

Bidders are required to submit a duly filled and signed certificate in the prescribed format as per **Annexure 22** confirming compliance with this requirement.

### ii. Eligibility:

NICSI shall open the technical bids and evaluate the bids with respect to the minimum eligibility criteria as tabulated below. The bidder shall submit self-assessed compliance to the eligibility criteria checklist as prescribed in this RFE. Bids not conforming to any of the minimum eligibility criteria shall be outrightly rejected. NICSI may ask bidder(s) for additional information to verify claims made in their eligibility document, at any point of time before opening of the technical bid.

#	Particulars	Eligibility Criteria	Documents to be submitted
1.	Cover Letter	Cover letter of the bid	Cover letter signed by an authorized signatory of the bidder as per Form given in this RFE.
2.1	Legal Entity	i. Should be an organization registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act. ii. Registered with the Income Tax Authorities iii. Valid GST registration	i. Copy of certificate of incorporation ii. Copy of PAN Card iii. Copy of GST registration certificate
2.2	Startup/MSE	Startup: Startup recognition by DPIIT MSE: Udyam certificate from MSME	Startup recognition by DPIIT and/or Udyam certificate from MSME for the field of Consulting

3	Consulting Company	The bidder should be consulting firm operating for at least last three audited financial years from FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25	A certificate from CA mentioning business from consulting from each of the last three audited Financial years
4	Turn Over	a) The bidder's average annual turnover from consultancy services should be Rs. 40 Crores or more in the last three audited financial years from FY 2021-22 (if FY 2024-25 not audited), FY 2022-23, FY 2023-24, FY 2024-25 (if audited) b) The bidder's average annual turnover from eGovernance* / IT consultancy services should be Rs. 30 Crores or more in the last three audited financial years from FY 2021-22 (if FY 2024-25 not audited), FY 2022-23, FY 2023-24, FY 2024-25 (if audited)	A CA certificate as per Annexure 21, mentioning the average annual audited turnover from consultancy and eGovernance/IT consultancy for last three financial years.
5	Technical capabilities	During the last <b>5 Financial Years</b> (FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25), The bidder should have accomplished at least 5(Five) e-Governance/IT consultancy jobs each of value more than Rs. 50 Lacs or must have achieved cumulative project milestone value more than Rs. 50 Lacs in each of the 5 IT Consultancy/e-Gov. projects/BFSI	Details of the assignments as per 'Annexure 9: Summary of Assignment' and 'Annexure 10: Assignment Details'
6.	Manpower	a) The minimum number of resources on the roles of a bidder in a specific domain should be as defined in "ANNEXURE-3: Educational Qualification & Experience" as of the Bid publishing date. b) The resources proposed for bid evaluation for all the profiles, required in "Annexure-3: Education Qualification & Experience" should be on bidder's company payroll for more than Three Months as of the Bid publishing date.	HR Certificate on bidder's letter head as per the format given in this RFE (Annexure 11).
7.	Blacklisting	The Agency should not be blacklisted/ debarred/suspended/banned by any Ministry/ Department of State or Central Government/PSU on the last date of filing of responses to this RFE.	Certificate duly signed by an authorized signatory of the bidder as per format given in this RFE (Annexure 18).

**\* Services within scope of this RFE.**

**Note:**

- The bids consisting of documents in support of the above criteria and those required as per ANNEXURE-6: Eligibility Compliance Sheet and ANNEXURE-8: Technical Compliance Sheet should be uploaded electronically and document properly page numbered and indexed.
- Undertaking for subsequent submission of any of the required document/Deviations will not be entertained under any circumstances. NICSI reserves the right to seek clarifications on the already submitted documents, however, no fresh documents shall be accepted.
- "In case of demerger, either the demerged entity or resultant entity (by virtue of a corporate restructuring exercise etc.) will be allowed to avail of the credentials for five years from the date of demerger ratified by competent authority".

- Supporting documents for the date of demerger/ restructure exercise to be provided along with other Eligibility Compliance supporting documents.

## 10 BID EVALUATION

- i. NICSI will constitute a RFE Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFE and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.
- ii. In the event of the specified date of bid opening being declared a holiday for NICSI, the bids shall be opened at the appointed time and location on the next working day.
- iii. The decision of the Committee on the evaluation of responses to the RFE shall be final.
- iv. Bids shall be evaluated strictly based on the Table of Contents (ToC) and the index page submitted for this purpose. Any document not listed or not placed as per the index will be excluded from consideration during the evaluation process. Such discrepancies or oversights may lead to rejection of the bid.
- v. Any effort by a bidder to influence NICSI's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and execution of Bid Securing Declaration. No enquiry shall be made by the bidder(s) during the course of evaluation of the RFE, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee / its authorized representative and office of NICSI can make any enquiry / seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.
- vi. NICSI reserves the right to accept any bid, and to cancel/abort the RFE process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders, of any obligation to inform the affected bidder of the grounds for NICSI's action and without assigning any reasons.
- vii. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case any terms and conditions of the RFE document are not acceptable to the bidder, the bid shall be summarily rejected.
- viii. During evaluation of bids, the Committee may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be made in writing. If the response to the clarification is not received before the expiration of the deadline prescribed in the request, the Committee reserves the right to evaluate bids based on available documents which may also lead to rejection of the bid.

### 10.1 Original/Detailed documents

NICSI reserves the right to seek any document for verification during evaluation process. Bidders must keep all the documents handy which have been referred to in the proposal in any form.

Bidders who are not able to produce document on demand are liable for rejection totally at the discretion of the RFE committee.

## **10.2 Technical Evaluation**

### **10.2.1 Stage – 1: Pre-Qualification**

- i. A duly constituted Technical Evaluation Committee (TEC) will first evaluate bidders on the basis of Annexure-6: Eligibility Compliance Sheet of this RFE.
- ii. The TEC will examine the eligibility documents of the bidders as per the RFE specifications. Bids of the bidders, not satisfying the eligibility criteria shall be rejected at this stage and no more technical evaluation will be carried for these bidders.

### **10.2.2 Stage – 2: Technical Qualification**

- i. Only bidders who satisfy all the conditions of the eligibility criteria completely will be considered for further technical evaluation.
- ii. The TEC will further evaluate the documents of the eligible bidders as per the Annexure-8: Technical Compliance sheet as per the technical evaluation criteria.
- iii. The TEC will invite only those bidders for presentation, who have scored at least 63 Marks (Qualifying Marks) out of the 90 Marks assigned for point no. 1 to 9 in Annexure 8: Technical Compliance Sheet and clear Stage -2. Other bidders will stand rejected at this stage and no more technical evaluation will be carried for these bidders.

### **10.2.3 Stage – 3: Presentation**

- i. The presentations made by the bidders shall be evaluated as per the marking scheme outlined in Annexure-7: Technical Evaluation Criteria. The marks obtained will form part of the overall technical evaluation. The decision of the Technical Evaluation Committee (TEC) shall be final and binding. A minimum score of 7 is mandatory in the presentation to qualify technically.
  - a. If required by the TEC, the bidders shall also assist the TEC in getting relevant information from the bidders' references. Agencies failing to adhere to the specified time limit will not be considered for further evaluation.
  - b. The TEC may decide to visit the premises of the bidder to verify the information submitted by them. For this the bidder shall extend all cooperation, shall present the documents desired by the TEC at the premises and adhere to the time targets set by the TEC. NICSI will bear all expenditure of the TEC visits.
  - c. In order to qualify in the Technical Evaluation, a bidder must obtain a minimum score of 70 % of the total marks in the Annexure-7: Technical Evaluation Criteria.
  - d. Financial bids of only the technically qualified bidders will be opened.
  - e. All technically qualified bidders i.e. with minimum score of 70% in technical evaluation are then ranked as T1, T2,..and so on. The highest scorer bidder in Technical evaluation would be assigned as T1 technical rank.
  - f. The bidder with the Second highest Technical Score will be the T2 bidder and subsequently T3, T4 ..... & so on technical rank would be assigned to all the technically qualified bidders.

## **10.3 Financial Evaluation**



The financial bids of only those bidders will be opened who qualify the pre-qualifying and technical evaluation stage.

- a. On a designated day and time, the Abridged Financial Bids of only those Bidders satisfying all conditions of the eligibility criteria and have passed the Technical Evaluation Stage will be opened electronically in the presence of the representatives of the technically qualified bidding companies.
- b. The lowest quoting vendor (L1) will be the bidder with the lowest Gross Total Value (GTV) among all the quoted GTV in the Abridged Financial Bids. In case of tie of GTV, the bidder with higher consultancy turnover will be declared L1.
- c. The detailed financial bid Detailed Financial Bid of only the L1 bidder shall be opened and will be evaluated by a duly constituted Finance Evaluation Committee (FEC).
- d. The bidder with the Second Lowest GTV among the Abridged Financial Bids will be the L2 bidder and will then be asked to match the item-wise price of L1, in order to be placed on the panel (within a time-frame prescribed by NICS). If L2 does not agree, L3, L4 & so on...will be asked to match the item-wise price of L-1. Thus, by way of successive opportunity a panel of vendors will be formed.
- e. If none of L2, L3, L4..... agree to match the L1 rates then L1 shall be the sole vendor on the panel. The decision of NICS arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.
- f. If NICS considers necessary, revised Financial Bids could be called from the eligible Bidders, before opening the original financial bids for recommending final empanelment.
- g. In the event of revised financial bids being called the revised bids should not be higher than the original bids, otherwise the bid shall be rejected. There will be no negotiation regarding the financial / commercial bid.
- h. Quoting incredibly low or high value of items with a view to subverting the RFE process shall be rejected straight away and execution of Bid Securing Declaration/ forfeiting of EMD of such bidders.
- i. If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.
- j. A Financial Evaluation Committee (FEC) would scrutinize the commercial bids. Bids found lacking in strict compliance to the commercial bid format shall be rejected straightaway.
- k. If there is only one bid, NICS reserves the right to process the single bid or take recourse to the process of reinviting-RFE.
- l. Arithmetical error will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price with quantity/weightage, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and Bid Securing Declaration will be executed/EMD will be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- m. NICS reserves the right to use this RFE to service its clients'/NIC/NICS needs.
- n. The rates quoted should be reasonable and as per industry standards for the prescribed experience. The bids in which the bidder quote NIL charges/considerations, such bid will be treated as unresponsive and will not be considered.
- o. Deviation Percentage Clause: Bids of those bidders whose Financial Bid have a deviation beyond 30% (thirty Percent) on either side from the Average financial bid of all the technically qualified bidders would be liable for disqualification.
- p. The Financial Evaluation Committee (FEC) retains the right to enforce the deviation percentage clause mentioned above. Additionally, it reserves the authority to review and modify the deviation percentage,



as specified in the Financial Bid Evaluation clause, considering prevailing market conditions, industry standards, and other relevant factors. The decision of FEC in this regard will be final and binding on all the parties.

## 11 EMPANELMENT

### 11.1 Signing of Contract

- a. Empanelment will be initially for a **period as per FACTSHEET** and extendable solely at the discretion of NICSI on the same terms and conditions or additional mutually agreeable conditions.
- b. NICSI will have a panel of vendors as defined under the FACTSHEET.
- c. This empanelment shall be exclusively used for the intended scope and will not be utilized for deploying resources for any other nature of work.
- d. An 8% upward revision of rates will be implemented at the end of each year of empanelment. The finalized rates will remain applicable throughout the empanelment period, including any extensions. For delivery-based assignments requiring manpower deployment beyond the empanelment or extension period, the agency may apply this annual upward revision of rates, as applicable on the anniversary of empanelment, for the duration of the extended assignment.
- e. If a specific requirement is raised by the user, resources qualified (for the eligibility qualification) from the top 50 ranked colleges as per the Ministry of Education's National Institutional Ranking Framework (NIRF) at the time of order placement will be entitled to an additional 5% charge over the empanelled rate.
- f. NICSI retains the exclusive authority to empanel additional agencies as deemed necessary, entirely at its discretion, and at any time.
- g. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- h. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be issued as per the SOP available at the link <https://nicsi.com/nicsiSOP>. The Bidder will provide services as per NICSI/User Department's requirements.
- i. Escalation Matrix for Problem solving: The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- j. On written communication from NICSI for having qualified for empanelment the bidder shall sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer shall be treated as withdrawn and execution of Bid Securing Declaration// forfeiting of EMD.
- k. Empanelled agencies must honour all RFE conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its clients. Failing this, NICSI may execute of Bid Securing Declaration/ EMD will be forfeited and stop further participation of such agency(ies) in NICSI tendering/RFE process as per the procurement guidelines of Department of Expenditure (DoE).

- l. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- m. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the RFE terms and conditions are fulfilled.
- n. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- o. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- p. Reasons for rejecting the bid will be disclosed to a bidder only where enquiries are made.

## **11.2 Security Deposit for Empanelment**

- a. The selected bidder(s) will submit the security deposit in the form of a Bank Guarantee or eBank Guarantee for the duration of the empanelment plus 15 months or extended period if any (with 15 months add on period), in favour of NICSI, New Delhi from any scheduled commercial bank.
- b. The Bidder shall furnish a Security Deposit of Rs.30,00,000/- (Rupees Thirty Lacs) within 30 days of empanelment. In case of default, EMD will be forfeited or Bid Securing Declaration (BSD) will be executed.
- c. There will be periodical performance review of the empanelled agencies. NICSI will have the right to forfeit the security deposit after issuing appropriate notice, if the empanelled agency fails to meet the terms and conditions of the RFE document or perform any other obligation under the contract or fails to execute the work orders issued by NICSI.
- d. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default and forfeit Security Deposit.
- e. The Security Deposit should remain valid for a period of fifteen months beyond the date of completion of all contractual obligations of the supplier i.e. (Empanelment/Extension duration).
- f. In the event wherein the Empanelment is extended by NICSI beyond the stipulated period in the FACT-SHEET, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI.
- g. The BG will be released without any accrued interest after the empanelment or execution of all pending POs whichever is later.

## **11.3 Empanelment Usage Fees**

If any empanelled vendor intends to engage directly with any Government Department(s), Ministry(ies), Public Sector Undertaking (PSUs), Public Sector Bank (PSB) or other Government entity(ies) (hereinafter referred to as "User Department") using this empanelment (for execution of projects or issuance of work orders/purchase orders), the empanelled vendor must obtain explicit prior written permission from NICSI. Upon granting such permission, NICSI shall levy a usage fee amounting to 5%

of the total value of the order(s) placed by User Department to the empanelled vendor under this empanelment (rate contract). The empanelled vendor shall also be required to submit quarterly returns/reports detailing the work orders or sanction letters received by them directly from the User Department.

Any empanelled vendor engaging directly with User Department under this empanelment without obtaining prior written permission from NICSI, shall be liable for penal action, including debarment from future empanelment(s) for a period as determined by NICSI. Such unauthorized engagement may also result in invocation of the exit clause, forfeiture of Security Deposit and/or Performance Bank Guarantee (PBG), and immediate termination of the empanelment agreement.

## 11.4 Performance Bank Guarantee (PBG)

- a. The selected Service Provider shall be required to furnish a **Performance Bank Guarantee equivalent to 3% (Three Percent) of the Work Order/Purchase Order value.**
- b. PBG will be in the form of a Bank Guarantee or eBank Guarantee/ Bank Guarantee in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- c. The PBG should remain valid for a period of **90 (Ninety days)** beyond the date of completion of all contractual obligations of the supplier.
- d. The requirement to furnish a Performance Bank Guarantee (PBG) is waived for work orders where the final delivery date or resource deployment end date falls within one month from the date of the work order. Any liabilities arising from such work orders will be recovered from the security deposit.
- e. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract for delivery-based assignments.
- f. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- g. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- h. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- i. Empanelled agencies shall be required to give PBG within 28 days of issuance of PO by NICSI.
- j. In the event of default in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of PBG value. No payment against the PO will be made till PBG is submitted unless specifically waived off in accordance with applicable provisions.
- k. In the event wherein a PO is released by NICSI for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG within 28 days of issuance of the PO.

## 11.5 Information Security

- a. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by NICS, out of premises without prior written permission from NICS.
- b. Service Provider acknowledges that NICS's business data and other NICS proprietary information or materials, whether developed by NICS or being used by NICS pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to NICS; and Service Provider 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 Service Provider to protect its own proprietary information.
- c. Service Provider recognizes that the goodwill of NICS depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage NICS and that by reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider 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. Service Provider shall use such information only for the purpose of performing the said services.
- d. Service Provider shall, upon termination of this agreement for any reason, or upon demand by NICS, whichever is earliest, return any and all information provided to Service Provider by NICS, including any copies or reproductions, both hardcopy and electronic.
- e. The Appointed agency will not disclose any information, to anyone in any form about software, hardware, network topology, IP Schema, and network security policies of NICS. Information disclosure to anyone shall be only with prior written consent of NICS/User. For this, a separate "Non-Disclosure Agreement" ANNEXURE-15: Proforma for Non-Disclosure Agreement shall be signed within 1 week after receiving work order.

## 12 PLACEMENTS OF WORKORDERS

- a. NICS/NICS may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its clients
- b. Annual Business will be capped to 50% of the average annual consultancy turnover of last three audited financial years.
- c. User will be advised to give preference to the L1 bidder while placing orders.
- d. NICS/NICS may place work orders for capacity augmentation till the last date of empanelment or extension period, for a period up to beyond one year from the last date of empanelment or extension period. No work order shall be placed after the date of empanelment or extension period.
- e. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.

- f. On receipt of request from a User department, NICSI would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment.
- g. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned.
- h. The Terms of Reference/ Scope of Work will be shared among all Empanelled agencies, and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, NICSI shall follow the Standard Operating Procedure (SOP) *Office Order dated 24.12.2021* (available at <http://nicsi.nic.in/nicsiSOP>) or any new guidelines from time to time.
- i. The proposal of the selected agency along with necessary supporting document/ minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- j. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.
- k. Change Order :  
The client may request a change order ("Change Order") in the event of major change to the scope of Statement of Work/Purchase Order. Agency will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee.

## 13 PAYMENT TERMS & SCHEDULE

- a. Payment will be made in Indian Rupees only.
- b. The payment to the agency will be made on i) monthly basis depending upon the actual duration of services rendered at User Office after availing service. ii) Milestone basis – on completion of milestone.
- c. The agency will submit pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly/milestone basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- d. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or RFE conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- e. The empanelled agencies will provide service all over India. If a resource has to undertake a tour in the interest of the project with the prior approval of the user's project head, the TA/DA in the form of OPE will be applicable. The Out-of-Pocket Expenses (OPE) will be reimbursed on production of original documents. Each work order will be considered a project and OPE shouldn't exceed 15% of the work order value.
- f. TA/DA shall be payable directly by the client on production of travel documents in original and prior approval of competent authority for undertaking such tour in project interest. TA/DA component reimbursement shall be limited to entitlement of Govt. of India Group-B Officers or as agreed with user. However, no TA/DA is admissible for the deployment of agency resources on projects anywhere in India.
- g. GST would be paid extra as may be applicable from time to time.
- h. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- i. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- j. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2&3, 6th Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi –110066.



## 14 EXIT MANAGEMENT

- a. This clause sets out the provisions, which will apply during the Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.
- b. The exit management period starts, in the case of expiry of contract, at least 2 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the selected bidder. The exit management period ends on the date agreed upon by NICSI after the beginning of the exit management period, whichever is earlier.
- c. The agency should not use any data/content pertaining to the user department/NIC/NICSI generated or shared during the term-period of the project, for any other project or any other use without obtaining approval from competent authority.

The agency shall be released from the project only once successful transition or handover is completed.

### 14.1 Exit Management Plan

- a. The selected bidder shall submit an "Exit Management Plan" to NICSI, which shall deal with at least the following aspects of exit management in relation to the scope of work and RFE terms.
- b. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor 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.
- c. Plans for the communication with such of the selected bidder, staff, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations because of undertaking the transfer.
- d. Exit Management Plan shall be presented by the selected bidder to and approved by NICSI or its nominated agencies.
- e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the selected bidder complying with its obligations under this Schedule.

## 15 PENALTY FOR NON-PERFORMANCE

- a. Any unjustified and unacceptable delay resulting from reasons attributable to the Empanelled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- b. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty. The penalty shall be charged at the rate of 0.5% of the delayed milestone (or item in default, as applicable) payment per week of delay subject to a maximum of 10% of the work order value. Post that NICSI will have the option of getting the work done through alternate sources at the cost and risk of the defaulting agency, which will be realized from pending payments of the Empanelled agency, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.

- c. If manpower replacement occurs during the project term due to reasons attributable to the agency, excluding resignation or medical reasons such as maternity leave, death, or disciplinary action against the concerned personnel, a penalty equivalent to 50% of the man-month rate (charges for 0.5 month) shall be imposed, in addition to any other applicable penalties.
- d. The Empanelled agency shall not refuse to accept NICS/NIC work order under any pretext. The work order can be collected from NICS/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 10 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
- e. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICS would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders, Security Deposit, and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days' written notice from NICS to cure such default.
- f. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICS and User in writing of the fact of the delay, its likely duration and its cause(s).
- g. The Empanelled agencies are obliged to submit proposals to NICS/NICS/User as and when requested. In case, agency is defaulting repeatedly to submit the proposal/respond within the stipulated timeframe, NICS may terminate/suspend the empanelment of the defaulting agency on the recommendation of NICS/NICS/User.

## **16 GENERAL TERMS & CONDITIONS**

### **16.1 Micro, Small & Medium Enterprises Development Act, 2006**

- a. If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICS. Further, the bidder must keep NICS informed of any change in the status of the company.
- b. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are liable to get following benefits.
  - i) Issue of RFE sets free of cost (zero RFE Fee)
  - ii) Exemption from payment of earnest money (zero EMD)
- c. The bidder is required to submit a copy of the registration certificate to NICS. Further, the bidder must keep NICS informed of any change in the status of the company.

NICS shall continue concluding this empanelment with agencies as per existing procedures. The responsibility shall lie with the government user departments and agencies under their control to comply with the criteria prescribed in the notified policies & guidelines.

### **16.2 General Conditions**

- a. The empanelment under this RFE is not assignable by the selected vendor. The selected vendor shall not assign its contractual authority to any other third party.



- b. The empanelment under this RFE does not guarantee any business.
- c. As a matter of policy and practice and on the basis of Notification published in Gazette of India dated 14th March, 1998, it is clarified that services and supplies of the vendor selected through this RFE can be availed by both National Informatics Centre [NIC] and National Informatics Centre Services Incorporated [NICS], as the case may be depending on the project, and the selected vendor shall be obliged to render services / supplies to both or any of these organizations as per the indent placed by the respective organization. In other words, the selection procedure adopted in this RFE remains applicable for NIC as well, and in the event of rendering services / supplies to NIC, the selected vendor shall discharge all its obligations under this RFE vis-à-vis NIC.
- d. In case the empanelled vendor vendor/empanelled bidder is found in-breach of any condition(s) of RFE or supply order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken, as the case may be, including execution of Bid Securing Declaration, forfeiting of EMD and, security deposit stipulated in this RFE document. The decision of NICS/NIC arrived at as above will be final and no representation of any kind will be entertained on the above.
- e. Any attempt by any vendor/empanelled bidder to bring pressure of any kind, may disqualify the vendor/empanelled bidder for the present RFE and the vendor/empanelled bidder may also be liable to be debarred from bidding for NICS/NIC tenders/RFE in future for a period of at least three years.
- f. All terms and conditions governing prices and supply given in this RFE, as applicable to NICS, will be made equally applicable to NIC.
- g. NICS reserves the right to modify and amend any of the stipulated condition/criterion given in this RFE, depending upon project priorities vis-à-vis urgent commitments. NICS also reserves the right to accept/reject a bid, to cancel/abort RFE process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the NICS.
- h. Any default by the bidders in respect of RFE terms & conditions will lead to rejection of the bid with execution of Bid Securing Declaration /forfeiture of Security Deposit.
- i. The decision of NICS arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by NICS. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- j. Printed/written conditions mentioned in the RFE bids submitted by vendors will not be binding on NICS.
- k. Upon verification, evaluation/assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid/Contract shall be summarily rejected and no correspondence on the same, shall be entertained, and blacklisting the agency for a minimum period of 3 years from participating in NICS tenders/RFE.
- l. NICS will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this RFE.
- m. Consortium and Outsourcing

Consortium is not allowed. Any kind of outsourcing for implementing award of work is not allowed, except for the Subject Matter Expert (SME) resource, who can be outsourced for a particular project/assignment, with written agreement of user.

n. Sub-contracting

Sub-contracting is not allowed. Further any resource deployed by the bidder should be a full-time employee of the company on its payroll.

### 16.3 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with this Ministry. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements for the concerned work.

The agency should not be involved in any way on those work assignments where there is any scope of conflict of business interest.

Wherever there is any scope of conflict of business interest, the agency has to choose only one role that is either to take the assignment as a part of empanelment or to opt for other business opportunities.

### 16.4 Manpower/Resource Related Conditions

- a. The resources deployed under this RFE should be on pay roll of the empanelled agency except for the Subject Matter Expert (SME) category, who can be sourced by the empanelled vendor from other agencies for a particular assignment/project in agreement with the user department.
- b. The manpower provided by the agency shall work as per user departments work schedule.
- c. The agency shall ensure that the resource being proposed by them have obtained qualifying Educational Qualifications at graduation level mentioned has met through the full time/ regular courses only..
- d. The manpower to be deployed at the User department should be dedicatedly working for the concerned department during the project term/assignment period. The deployed resource must not be utilized for any other requirement by the agency. Any such incidence noted/reported will lead to penalty of one-month charges for that resource. Repetition of such incidence may lead to cancellation of order totally at the discretion of user.
- e. Neither the agency nor its personnel /workmen can be treated as employees of NICSI for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of NICSI. The agency or its workmen shall not at any point of time have any claim whatsoever against NICSI/NIC. The Agency should submit undertaking received from the respective deployed manpower in NICSI / User Department regarding the same.
- f. If the User Department / NICSI so recommends, a deployed resource must be replaced by the agency within a period of 10 working days. Additionally, minimum 5 working days may be kept for knowledge transfer to the newly deployed resource at no additional cost.
- g. It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the NICSI/NIC/user department and the said manpower. The Agency should submit undertaking received from the respective deployed manpower in User Department regarding the same along with appointment letter issued to those manpower/s.

- h. The manpower employed by the agency shall have no right, whatsoever, for any appointment in the NICSI/NIC/user department in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the NICSI/NIC/user department.
- i. In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).
- j. **Substitution of Program Team Members**
  - a. During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Consultant, as the case maybe, can do so only with the prior written concurrence of the User and by providing the replacement staff of the same level of qualifications and competence.
  - b. In the event that the user is not satisfied with the first substitution provided by the agency, the user may allow the agency one additional opportunity to offer a replacement. If the user remains dissatisfied after the second substitution, the user reserves the right to levy a penalty amounting to 10% of the total contract value. At this stage, the user may either request further substitutions or choose to terminate the contract. No payments shall be made for the substituted personnel during this process due to unsatisfactory performance. Furthermore, the user retains the unconditional right to direct the selected bidder to replace any team member with another individual possessing equivalent qualifications.

#### 16.4.1 Leave Policy for Deployed Manpower/Resources

- a. The Resources should be stationed in User department/Project Location for the entire project period. The Resource has to follow the working hours, working days and Holidays of User department.
- b. Resource shall get prior approval of User department before leaving User department/project location.
- c. Leave entitlement and computation will be effective from the date of the resource joining the project.
- d. An employee can avail maximum 18 leaves per calendar year on pro-rata basis.
- e. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer of User department/Project.

#### 16.4.2 NICSI'S Screening Test for Deployment of Manpower

- a. Before deploying manpower, NICSI will conduct a screening test as per the requirements. It is mandatory for the offered manpower to pass this screening test.
- b. The screening test shall be valid for the duration of the empanelment or till the resource is with the same vendor.
- c. Empanelled vendor to ensure to provide quality manpower. The vendor must ensure quality of the manpower by conducting similar screening examination at their end.

#### 16.5 Indemnification & Limitation of Liability

The agency (the "Indemnifying Party") shall undertake to indemnify NICSI (the "Indemnified Party") / NIC / User from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.

If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India 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.

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

- a. Indemnified Party's misuse or modification of the Service.
- b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
- c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by the Indemnifying Party.

However, if any service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either:

- a. Procure the right for Indemnified Party to continue using it
- b. Replace it with a non-infringing equivalent
- c. Modify it to make it non-infringing.
- d. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

The indemnities set out above, shall be subject to the following conditions:

- a. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documents or otherwise.
- b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation, and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense.
- c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
- d. The Indemnified Party shall not prejudice, pay, or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- e. All settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnified Party, whose consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- f. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages, and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claims or proceedings.
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.
- h. If the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights

and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

- i. If a Party makes a claim under the indemnity set out above in respect of any Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of either Party (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. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.

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) nor for any third party claims (other than those set forth in above) even if it has been advised of their possible existence.

The allocations of liability in this Section represent the agreed and bargained for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## 16.6 Labour Laws

- a. The vendor shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof.
- b. Wherever necessary, the vendor shall apply for and obtain license as provided under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. NICSI shall not be held responsible for any breach of the license terms and conditions by the vendor.
- c. The vendor shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.
- d. The vendor shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.
- e. The vendor shall also ensure compliance to the prevailing labour laws, including the following labour legislations:
  - (i) Minimum Wages Act \*
  - (ii) Employees Provident Fund Act \*
  - (iii) Employees State Insurance Act \*
  - (iv) Workmen's Compensation Act, if the ESI Act does not apply \*

\*Applicable as per respective state
- f. The vendor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of NIC/NICSI/ User Department.

- g. The vendor shall indemnify NICS I against any liability incurred by NICS I on account of any default by the vendor or manpower deployed by it.
- h. Neither the vendor nor his workmen can be treated as employees of NICS I for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of NICS I. The vendor or its workmen shall not at any point of time have any claim whatsoever against NICS I.
- i. The empanelled agency is responsible for ensuring that all deployed personnel are adequately insured to cover medical expenses and any contingencies. This includes handling all claims related to maternity benefits. In the event of maternity leave, the agency must provide a replacement resource of equivalent calibre to the satisfaction of NIC, NICS I, or the User Department. The agency will bear all costs associated with the maternity benefits provided to the previously deployed resource.

## 16.7 Termination of Contract

NICS I reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days" notice in writing:

- a. **Termination For Insolvency, Dissolution etc.**  
NICS I may at any time terminate the contract by giving written notice to the selected agency without compensation to the selected agency, if the selected agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to NICS I.
- b. **Termination For Default**  
NICS I may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit, Performance Bank Guarantee) by written notice of default sent to the Empanelled agency, terminate the contract in whole or in part after sending a notice to the Empanelled agency in this regard.
  - i. If the Empanelled agency fails to accept the Purchase Order(s).
  - ii. If the Empanelled agency fails to deliver services within the time period specified in the purchase orders or during any extension thereof granted by NICS I.
  - iii. If the Empanelled agency fails to meet any other terms and conditions under the contract.
- c. **Termination For Convenience**  
NICS I may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICS I"s convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. NICS I reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- d. **Termination Process**
  - i. Upon occurrence of an event of default as set out in above clauses, NICS I will deliver a default notice in writing to the other party which shall specify the event of default and give the Empanelled agency an opportunity to correct the default.
  - ii. At the expiry of notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.



- e. Payments for all satisfactorily completed services till the time of termination shall be made to the vendor in the event of termination.
- f. In the event of termination of any empanelled agency, Exit management clause (Section 14) needs to be adhered by the concerned empanelled agency.

## **16.8 Force Majeure**

If at any time, during the continuance of the work order, the performance in whole or in part by either party of any obligation under the selection is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/ chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within twenty-one (21) days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the work order/ contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the work order/ contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the selection is prevented or delayed by reason of any such event for a period exceeding sixty (60) days, NICS I may at its option, terminate the work order.

Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders here under to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. NICS I shall however, be responsible to pay the selected Agency for the services successfully rendered to the satisfaction of NICS I under the Work/ Purchase Orders issued pursuant to the contract.

## **16.9 Fraud and Corrupt Practices**

- a. The bidder and their respective officers, employees, agents, and advisers shall always observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFE, NICS I shall reject a bid without being liable in any manner whatsoever to the bidder, if NICS I determines that the bidder 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. In such an event, NICS I shall, without prejudice to its any other rights or remedies, forfeit and appropriate the bid security performance security as mutually agreed genuine pre estimated compensation and damages payable to NICS I for, inter alia, time, cost, and effort of NICS I, regarding the RFE, including consideration and evaluation of such bidder's bid.
- b. Without prejudice to the rights of NICS I under the above sections other clauses and the rights and remedies which NICS I may have under the Letter of Intent ( or the contract/ work order, if a bidder is found by NICS I to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the Lol or the execution of the contract/ work order, such bidders shall not be eligible to participate in any tender or RFE issued by NICS I for a minimum period of 3 ( years from the date such bidder is found by NICS I to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.
- c. For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

"Corrupt practice" means

- the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NICSI who is or has been associated in any manner, directly or indirectly with the selection process before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NICSI, shall be deemed to constitute influencing the actions of a person connected with the selection process); or
- engaging in any manner whatsoever, whether during the selection process or after the execution of the contract/ work order any person in respect of any matter relating to the project or the contract/ work order, who at any time has been or is a legal, financial, or technical consultant adviser of NICSI in relation to any matter concerning the project.

“Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the selection process.

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the selection process.

“Undesirable practice” means

- establishing contact with any person connected with or employed or engaged by NICSI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
- having a conflict of interest

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

## **16.10 Arbitration**

- a. NICSI and the empanelled vendor / agency will make every effort to resolve amicably any dispute arising between them under or in connection with the agreement / empanelment / work order / purchase order etc.
- b. If any dispute could not be settled between the parties amicably, then such dispute shall be referred to arbitration.
- c. The authority to appoint arbitrator(s) shall be the India International Arbitration Centre (IIAC). The India International Arbitration Centre shall provide administrative services.
- d. The award of the arbitration, as the case may be, will be final and binding on both parties. Such arbitration in all respects will be governed by the provision of the Indian Arbitration and Conciliation Act, 1996 (amended up to date) and the Rules made there under.
- e. The arbitration proceedings will be held at India International Arbitration Centre (IIAC), New Delhi, India.
- f. The fee of the Arbitrator(s) and the administrative charges of IIAC shall be borne equally by the parties.



In addition, NICSI reserves its rights to deal with dispute resolution as per OM No. F 1/2/2024-PPD dated 03/06/2024 issued by Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division or any subsequent modifications made from time to time in this regard.

### **16.11 Conciliation**

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996.
- b. The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

### **16.12 Applicable Law**

The contract/ work-order(s) will be governed by the laws & procedures established by the Government of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing. All disputes in this connection shall be settled in Delhi jurisdiction only.

### **16.13 Non-Solicitation**

The Empanelled agency and User Department / NICSI each agree that during the term, Empanelled agency personnel or User Department / NICSI employee is associated with the services under the Contract and for a period of twelve months after such person ceases to be so associated, neither the Empanelled agency nor User Department / NICSI shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.

### **16.14 Confidentiality**

- a. The selected Agency and its Personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NICSI or its clients without the prior written consent of NICSI.
- b. The selected Agency will ensure that no information about the software/ hardware/ policies of NICSI etc., is taken out in any form including electronic form or otherwise, by the manpower deployed by them.
- c. Additionally, the selected Agency shall keep all the details and information confidential with regards to the projects, including systems, facilities, operations, management, and maintenance of the systems/ facilities.
- d. NICSI shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected Agency regarding any forbidden disclosure.
- e. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - i. Information already available in the public domain.
  - ii. Information which has been developed independently by the selected Agency.
  - iii. Information received from a third party who had the right to disclose the aforesaid information.

- iv. Information which has been disclosed to the public pursuant to a court order.
- v. Information required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Agency shall advise NICSI of such required disclosure promptly upon learning thereof in order to afford NICSI a reasonable opportunity to contest, limit and/or assist the Agency in crafting such disclosure).
- f. Any handover of the confidential information needs to be maintained in a list, containing at the very minimum, the name of the providers, recipients, dates of generation and handing over of the data, modes of information, purposes, and signatures of both the parties.
- g. Notwithstanding anything to the contrary mentioned hereinabove, the selected Agency shall have the right to share the Letter of Intent/ Work Order provided to it by NICSI in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support of its work experience under this agreement.
- h. The obligations under this clause shall survive for three years from termination or expiration of this Contract.
- i. The work order/contract with the user department may define more stringent confidentiality obligations depending on the nature of information / data being shared. In such event, the more stringent obligations shall prevail.

## **16.15 Intellectual Property Rights (IPR)**

Subject to the other provisions contained in this Clause, the Empanelled Agency shall agree that all deliverables created or developed by the Empanelled Agency, specifically for the User Department, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of National Informatics Centre (hereafter NIC).

The User Department shall acknowledge that:

- a. In performing services under the Contract, the Empanelled Agency may use Empanelled Agency's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Empanelled Agency prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Empanelled Agency's Pre-Existing IP").
- b. Notwithstanding anything to the contrary contained in the Contract, the Empanelled Agency shall continue to retain all the ownership, the rights title and interests on all the Empanelled Agency's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Empanelled Agency from using the Empanelled Agency's Pre-Existing IP in any manner.
- c. If any of the Empanelled Agency's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the Empanelled Agency hereby grants to the User Department a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple Categories, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.

- d. NIC being the owner of all the IPs created in the deliverables, except the Pre- Existing IPs of the Empanelled Agency used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the user department may require or find necessary for its purpose. The IP rights of the /NIC shall indefinitely subsist or continue in all future derivatives of the deliverables.
- e. The Empanelled Agency shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the User department for use as detailed in the Clause(c) above.
- f. Except as specifically and to the extent permitted by the Empanelled Agency, the User department will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the Agency's Pre-Existing IP, or separate Empanelled Agency's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.
- g. The User Department shall warrant that the materials provided by the User Department to Empanelled Agency for use during development or deployment of the application shall be duly owned or licensed by the User Department.

#### **16.16 Integrity Pact:**

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.

#### **16.17 Code of Integrity**

Procuring authorities as well as Consultants, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts as per Annexure 20: Code of Integrity

## **17 ANNEXURES**

ANNEXURE 1: ENCLOSURE CHECKLIST

ANNEXURE 2: COVERING LETTER

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ANNEXURE 22: LAND BORDER COMPLIANCE CERTIFICATE

ANNEXURE 23: RESUME/CV FORMAT (INDICATIVE)

## Annexure 1: ENCLOSURE CHECKLIST

1. Bids shall be evaluated strictly based on the Table of Contents (ToC) and the index page submitted for this purpose.
2. Any document not listed or not placed as per the index will be excluded from consideration during the evaluation process. Such discrepancies or oversights on the part of bidder may lead to rejection of the bid.
3. Any subsequent clarification in this regard may not be accepted by the evaluation committee.

#	Description	Format
<b>For Packet No. 1</b>		
1	<p>Index page with verified topic and page number of the bid.</p> <p><b>Technical Bid</b> should be divided in three sections.</p> <ul style="list-style-type: none"> <li>i) Pre-Qualification (Eligibility): including self-evaluated Eligibility Compliance Sheet</li> <li>ii) Technical Evaluation: including self-evaluated Technical Compliance Sheet</li> <li>iii) Supporting Documents for section (i) and (ii) – Like workorders, Employee Detailed sheet, Office details</li> </ul>	
2	Scanned copy of Covering Letter duly sealed and signed	
3	<p>As applicable:</p> <p>Scanned copy of <b>Bid Securing Declaration Form</b> duly sealed and signed as per the format mentioned in Annexure-16: 'Format For Bid Securing Declaration Form'</p> <p>Or</p> <p>Scanned Copy of EMD</p>	
4	<p>Scanned copy of original Power of Attorney letter/Board Resolution/</p> <p>Or</p> <p>Original Authorization/ Original Self Certificate</p> <p>Or</p> <p>Original Self Certificate in Letter Head in case of Proprietorship naming/indicating the person authorized to sign the bid</p>	<b>PDF</b>
5	Scanned copy of Bidder's Profile as per 'Annexure-5: Bidder's profile' duly filled in, signed and stamped along with all supporting documents.	

6	Scan copy of duly filled signed and stamped Eligibility Compliance sheets as per Annexure-6 and all the supporting/mandated documents and Annexures required for eligibility criteria.	
7	Scan copy of duly filled signed and stamped Technical Compliance sheets as per Annexure-8 and all the supporting/mandated documents and Annexures required for Technical evaluation of the bid	
For Packet No. 2		
8	As per BoQ: GTV Financial Bid as per Annexure-12: Abridged Financial Bid	XLS
9	Detailed financial bid as per Annexure-13: Detailed Financial Bid (in .pdf format). The Detailed Financial Bid scanned pdf files, then should be saved in a RAR format.	RAR

## Annexure 2: COVERING LETTER

### Covering Letter

<To be submitted on the letterhead of the bidder>

<Place>

<Date>

To

The Managing Director,

National Informatics Centre Services Incorporated (NICSI)

1st Floor, NBCC Tower,

15 Bhikaji Cama Place,

New Delhi-110066

Subject: Submission of Bid for Empanelment of RFE No. NICSI/ eGovernance Consultancy/2025/06.

Dear Sir,

This is to notify that our company is submitting technical bid in response to RFE No <.....**RFE No**.....> for <.....**Name of the RFE**.....>. Primary & Secondary contact for our company are as follows:

<M/s Company Name>	Primary Contact	Secondary Contact
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		



We are responsible for communicating to the NICSI in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold NICSI responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with NICSI on time.

We are submitting our bid for support services as per the scope and requirements of the RFE document:

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFE document including all forms, scheduled and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the RFE and the procedure for bidding and evaluation.

We have enclosed the Bid securing declaration form/EMD as per the RFE Conditions. It is liable to be executed in accordance with the provisions of RFE document.

**Deviations:**

We declare that all the services shall be performed strictly in compliance with the RFE Document. Further, we agree additional conditions, if any, found in the bid documents, other than those stated in the RFE document, shall not be given effect to.

**Bid Pricing:**

We do hereby confirm that our bid prices exclusive all taxes, as applicable on the last date of submission of bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

**Qualifying Data:**

We confirm having submitted in qualifying data as required by you in your RFE document. In case you require any further information/documentary proof in this regard before evaluation of bid, we agree to furnish the same in time to your satisfaction.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to NICSI are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled NICSI in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favors to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the empanelment with NICSI.

We understand that you are not bound to accept the lowest or any bid you may receive.

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

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

NICS

### Annexure 3: EDUCATIONAL QUALIFICATIONS AND EXPERIENCE

All qualifying Educational Qualifications at graduation level mentioned under this section need to be met through the full time/ regular courses only.

#### 1. Table-1: Management/Functional Profile

Qualifications for deployable resources:

- a. Minimum Graduate with MBA/PGDM or equivalent or CA/CS/LLB from a recognized Institute/University on company's payroll.

#	Resources (Management/Functional Profile)	Minimum Relevant Experience in no. of years	Minimum No. of Resources on Bidder's pay roll for minimum three months as on the bid publishing date
1	Consultants (15 yrs & above)	15 Yrs.	10
2	Consultants (10 yrs and < 15 Yrs)	10 Yrs.	
3	Consultants (6 yrs and < 10 Yrs)	6 Yrs.	20
4	Consultants (3 yrs and < 6 Yrs)	3 Yrs.	
5	Consultants (1 Yr and < 3 Yrs)	1 Yr.	

#### 2. Table-2: Technology Profile

Qualifications for deployable resources:

- a. Minimum B.E./B.Tech. /MCA/MTech. or Four Years Graduate program in Computers/IT/Electronics or equivalent from a recognized Institute/University on company's payroll.

#	Resources (Technology Profile)	Minimum Relevant Experience in no. of years	Minimum No. of Resources on Bidder's pay roll for minimum
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			three months as on the bid publishing date
1	Consultants (15 yrs& above)	15 Yrs.	10
2	Consultants (10 yrs and < 15 Yrs)	10 Yrs.	
3	Consultants (6 yrs and < 10 Yrs)	6 Yrs.	18
4	Consultants (3 yrs and < 6 Yrs)	3 Yrs.	
5	Consultants (1 Yr and < 3 Yrs)	1 Yr.	

**Table-3: Subject Matter Expert (SME) Profile**

Qualifications for deployable resources:

- a. Graduate/ post-graduate with certification or specialization in domain and subject matter area(s).
- b. Individuals with specific expertise and responsibility in a particular area or field with a deep understanding of a particular job, process, department, function, technology, machine, material or type of equipment.

#	Resources (SME)	Minimum Relevant Experience in no. of years (in the required subject area*)	Minimum No. of Resources on Bidder's pay roll for minimum three months as on the bid publishing date
1	Subject Matter Expert - SME (15 yrs& above)	15 Yrs.	2
2	Subject Matter Expert - SME (10 yrs and < 15 Yrs)	10 Yrs.	
3	Subject Matter Expert - SME (5yrs and < 10 Yrs)	5 Yrs.	

- For new & emerging technologies, such as AI, Block Chain, DevOps, IoT, Cloud Services, Big Data etc., the minimum relevant experience in these subject areas can be relaxed up to 3(three) years. However, the resource should have minimum experience of overall Industry experience as mentioned to be deployed as a Subject Matter Expert profile.

**Important Instruction:**

- (i) The bidder has to submit the undertaking of resources as per above in the format provided in **Annexure-11: Employees Undertaking**.
- (ii) **For Eligibility and Technical bid evaluation**, the proposed number of employees for these profiles should be **on company's payroll for minimum three months as on the bid publishing date**.
- (iii) The proposed resources in Management/Functional Profile and Technology Profile should be different and mutually exclusive.
- (iv) In case, during Eligibility/ Technical evaluation, if it is found that a resource/CV is proposed in multiple profiles, then that resource/CV will not be considered in any of the profiles for evaluation and will be rejected.

## Annexure 4: INDICATIVE WORK PROFILES FOR VARIOUS POSITIONS

### 1. Management/Functional Profile

#	Discipline	Indicative Work Description
1	<b>Business Process Re-Engineering</b>	Study of business processes, Organization structure of government departments, preparation of As-Is Process maps, identification and analysis of gaps and proposing To-Be processes for improved and efficient delivery of G2G, G2B and G2C services with the use of ICT.
2	<b>Strategy &amp; Management</b>	Consultancy for strategic planning and management during any/all phases of assessment/planning/implementation/continuous strategy for implementation and rollout of large/medium/small ICT/eGovernance service delivery project including feasibility study/policy assessment/impact assessment/IT roadmap etc.
3	<b>eGov Project Rollout &amp; Performance audit</b>	To provide consultancy support in any/all phases of the project viz initiation, planning, executing, transitioning while managing scope, time, risk etc. before, during and after implementation of any ICT/eGovernance service delivery project
4	<b>DPR, RFP Preparation &amp; Bid process Management</b>	Consultancy during any/all phases of Bid Process Management including preparation of Detailed Project Report (DPR), Business model, risk analysis, stakeholder analysis, RFP Preparation (requirement gathering/functional specifications/implementation timelines/defining levels/payment terms/contract finalization/costing model etc.), pre-bid meetings, evaluation Qualification/Technical/Financial) etc.  For Consultancy support on drafting and preparation of policy. The Candidate should have sufficient knowledge and experience in public policy writing.
5	<b>Finance &amp; Accounts</b>	Provide consultancy during any/all phases of planning/operations for department/organization/institution on matters related to finance and accounts which may include accounting processes, advisory, analysis, chart of Accounts and audits etc.
6	<b>Procurement Policies</b>	Provide consultancy on procurement matters in Government department/organization/institution including providing assistance on procurement of goods and services. Advise/manage on matters related to e-Procurement/ RFE process/ policies/ standard operating procedures/ templates etc.

#	Discipline	Indicative Work Description
7	<b>HR Management, capacity building</b>	Consultancy on preparation of HR Policy, manpower and organization re-structure, training, capacity building, organization development, HR manuals etc.

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## 2. Technology Profile

### a. Technical Profiles

#	Discipline	Indicative Work Description
1	<b>Software Solution Architect</b>	Consultancy during any/all phases of the project on design and architecture for Hardware/Software requirements in simple/complex heterogeneous systems environments for large/medium/small projects leading to enablement of IT enabled service delivery (G2G/G2B/G2C) departments/organizations/institutions.
2	<b>Compute, Storage, Virtualization</b>	Consultancy during any/all phases of the project on sizing/solutions design for large/medium/small may have requirements (Computing/Storage/Virtualization) in heterogeneous systems environments leading to enablement of IT enabled service delivery (G2G/G2B/G2C) for government departments/organizations/institutions.
3	<b>Data Centre Power Infrastructure</b>	Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/monitoring/performance improvement for Electrical Power requirements for Large/Medium/Small Server Room/Data Centre requirements.
4	<b>Data Centre Cooling Infrastructure</b>	Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/monitoring/performance improvement for Large/Medium/Small Server Room/Data Centre Cooling requirements.
5	<b>Cloud Services</b>	Overall experience in cloud products and services as a computer engineering architect role and/or experience in large scale OpenStack consulting.  Architect for open stack, containers, etc.
6	<b>IT Network Specialist</b>	Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/SLA monitoring/Third Party Audit/performance Large/Medium/Small Networking/LAN/WAN/eGovernance project with government departments/ organizations/ institutions
7	<b>IT Security Specialist</b>	Consultancy on IT Security during any/all phases of the project on conceptualization/design/architecture/analysis/SLA monitoring/ Third Party ISO27001/Security Audit/performance Large/Medium/Small delivery/eGovernance project with government departments/organizations/ institutions.
8.	<b>Data Analytics/ Dashboard specialist</b>	Consultancy on MIS, Dashboard and Data Analytics including KPIs identification, data preparation, visualization and analytics, Graphs and Analytical reports and recommendations. Data-driven solutions related to IT initiatives, Data strategies and business intelligence solutions through consulting engagements and research.

#	Discipline	Indicative Work Description
9	<b>Senior OpenStack DevOps specialist</b>	Consultancy on cloud adoption, cloud application design (OpenStack), management and operations, tactical plans for cloud deployments using legacy and emerging compute/network/storage options, Design and plan cloud architecture using least cost, least risk and recommends most efficient solutions.
10	<b>IT Project Management</b>	Project Management Consulting for providing project planning and management for establishing IT initiatives projects, ensure projects are completed to specification within an established time frame and budget. Subject matter expert within regarding technology concerns, use their industry expertise to improve all aspects of project planning and resource management.
11	<b>IT Application Expert</b>	Consultancy for designing, developing, and maintaining software applications that align with organizational needs, analyzing business requirements, selecting appropriate technologies, and ensuring seamless integration of applications across various platforms. Overseeing the entire application lifecycle, from development to deployment, troubleshooting issues, and optimizing performance, ensuring data security, compliance with IT standards, and collaboration with cross-functional teams to enhance user experience and system efficiency.
12	<b>Database expert</b>	Consultancy for designing, implementing, and managing database structures that support efficient data storage, retrieval, and security, developing database models, optimizing performance, and ensuring data integrity while aligning with business objectives. Working closely with developers and administrators to implement best practices in database management, backup strategies, and disaster recovery planning. Ensuring scalability, compliance with data regulations, and seamless integration with enterprise applications to support informed decision-making.
13	<b>Social media Management</b>	Consultancy for developing and executing a cohesive digital and outreach strategy to enhance public engagement and awareness, managing official social media platforms by creating, curating, and publishing engaging content, monitoring analytics, responding to audience interactions, and running targeted campaigns to maximize reach.
14	<b>IEC (Information, Education, and Communication) Management</b>	Consultancy for designing and disseminating IEC materials such as brochures, posters, newsletters, and digital content to effectively communicate key messages, policies, and initiatives. By leveraging both traditional and digital media, organizing awareness campaigns, and ensuring consistent messaging, the manager plays a crucial role in strengthening the organization's visibility, outreach, and impact.

#	Discipline	Indicative Work Description
15	<b>Identity and Access Management (IAM) Expert</b>	Consultancy for designing, implementing, and managing secure access controls to protect organizational systems, applications, and data, defining user roles, permissions, and authentication mechanisms to ensure that only authorized individuals have access to sensitive resources. The expert oversees identity lifecycle management, single sign-on (SSO), multi-factor authentication (MFA), and privileged access management (PAM) while ensuring compliance with security policies and regulatory standards. Collaborating with IT security teams to monitor, audit, and enhance IAM frameworks to mitigate risks, prevent unauthorized access, and support a seamless and secure user experience across digital platforms.

#### b. Technology Management and Adoption of Emerging Technologies

#	Profile/Discipline	Indicative Work description
1	<b>AI/ML/RPA/Data Science</b>	Hands-on experience in Business Process Automation with proven record of successfully delivering projects involving Data extraction tool in the market and Robotic Process Automation using any of the leading platforms. Experience in a statistical programming language (i.e. R or Python) and applied machine learning techniques (i.e. dimensionality reduction strategies, classification, and natural language processing frameworks). Experience in systems design, with ability to architect and explain ML Operations platforms.
2	<b>Blockchain</b>	Deep understanding of blockchain fundamentals or DLT (Distributed Ledger Platform) technology Experience working on NFT and DeFi technologies and trends Working knowledge of Solidity, Ganache and other related technologies and platforms.
3	<b>IoT / Robotics / Drone / 5G</b>	<p>(5G) Should be able to create technical concepts and best practices to enable our clients implement intelligent 5G, Open RAN, and LTE networks. Practical hands-on experience in 5G Labs.</p> <p>(IoT) Proven experience in working on multidisciplinary projects Experience in real time decision support systems based on IoT / IT. Exceptional problem solving and troubleshooting skills.</p> <p>(Robotics) Experience in Robotics Process Automation and design technique as well as experience working across large environments with multiple operating systems infrastructure for large-scale programs. - Must be</p>

		multi-skilled with expertise across software development lifecycle and toolset and should have good knowledge in opensource and open stack.
4	<b>AR/VR/Metaverse</b>	Certified Metaverse Expert, Introduction to XR: VR, AR, and MR Foundations, Metaverse Fundamentals, Certified Metaverse Professional.
5	<b>GIS/LIS/Geospatial Technologies</b>	ASPRS Certification, Esri Technical Certification, Geographic Information Systems (GIS) Certificate, Geographical Information Systems (GIS) Certification, Geospatial Intelligence Analytics, GIS, Mapping and Spatial Analysis Specialization, Graduate Certificate in Geographic Information Science and Technology, Remote Sensing and Earth Observation.
6	<b>Cybersecurity</b>	CEH: Certified Ethical Hacker (CEH), CISM: Certified Information Security Manager (CISM), CompTIA Security, CompTIA Advanced Security Practitioner (CASP), CISSP (Certified Information Systems Security Professional), ECSA: EC-Council Certified Security Analyst, SSCP: Systems Security Certified Practitioner, GIAC Certified Incident Handler (CIH).
7	<b>Quantum Technologies</b>	Fundamentals of Quantum Computation using Qiskit v0.2X Developer, IBM Quantum developer certification exam, MIT xPro Professional Certificate in Quantum Computing, Delft Professional Certificate Quantum Computing and Quantum Internet.

### 3. Subject Matters Expert:

#	Profile/Discipline	Indicative Work description
1	<b>Subject Matters Expert</b>	<p>Graduate/Postgraduate with certification or specialization in domain areas Consultancy support during any/all phases of the project in a particular sector. Subject Matter Expert shall exhibit the highest level of experience in performing a specialized job, task or skill in the concerned domain related to e-Governance subject.</p> <p>This also covers areas like Application Architect, Data Base Architect, Enterprise Solution Architect.</p>

**Annexure 5: BIDDER'S PROFILE**

&lt;On Company's Letter Head&gt;

**Bidder's Profile**

Name of the Bidder (in CAPITAL letters only): \_\_\_\_\_

Date of Incorporation in India as: \_\_\_\_\_

Registration No: \_\_\_\_\_

Complete Address with PIN: \_\_\_\_\_  
\_\_\_\_\_

Contact Person Name:					
Designation:					
Telephone:					
Fax:					
E-mail:					
Goods & Service Tax No. (GSTN)					
Whether Bidder is Micro/Small Enterprise: (Yes/No)	If yes,		a) Type of Enterprise: _____		
PAN No.:					
ISO Certification(s):					
CMMI Certification:					
Total Number of employees					
Annual Turnover (in INR Crores) for last three audited financial years	2021-22 – if FY 2024-25 is not audited	2022-23	2023-24	2024-25 (if audited)	Average Turn-over
• Total Turnover					
• From Consulting					
• From eGovernance/IT consulting					
Whether Bidder is blacklisted: (Yes/No)					
Whether any Litigation Arbitration/ proceeding: (Yes/No)					

Note: Copies of the supporting documents should be attached along with the proposal.

Signature (Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

**Annexure 6: ELIGIBILITY COMPLIANCE SHEET**

S. No.	Eligibility Criteria	Proof / Documents to be submitted	Compliance (YES/ NO)	Reference/ page enclosed in the bid
1.	The bidder shall submit a covering letter. The covering letter shall indicate that all terms and conditions mentioned in the RFE document have been assessed carefully and shall be adhered to throughout the course of empanelment.	<ul style="list-style-type: none"> <li>Scanned copy of Original Covering letter as per Annexure-2: Covering Letter, duly signed by authorized signatory and on company's stamp and letter head.</li> </ul>		
2.	The bidder should be a <b>company registered in India</b> under the relevant act such as Companies Act 1956/ 2013 or a partnership registered under the India Partnership Act 1932 or Partnership firm registered under Limited Liability Partnership Act 2008 or Proprietary firm with their registered office in India for the last three years.	<ul style="list-style-type: none"> <li>Certificate of Registration attested by Signing Authority/Certificate of Incorporation - <b>The registration being during the year operation or earlier (i.e. not later than 2020-21).</b></li> <li>Copies of Articles of Association (in case of registered firms)</li> <li>Bye laws and certificate of registration (in case of registered co-operative societies)</li> <li>Partnership deed (in case of partnership firm) /summary for partnership should be submitted.</li> <li>Self-Certificate in Letter Head in case of Proprietorship naming/ indicating the person authorized to sign the bid with GSTIN certificate</li> </ul>		

S. No.	Eligibility Criteria	Proof / Documents to be submitted	Compliance (YES/ NO)	Reference/ page enclosed in the bid
3.	To confirm in Yes or No, whether it falls under MSE as per the Micro, Small and Medium Enterprises Development Act, 2006. Further, keep informed to NICS I whether there is any change of the status of the company.	If Yes, duly signed & stamped copy of valid Certificate for similar service line as mentioned in the RFE must be furnished. Mere registration as SSI Unit will not be acceptable.		
4.	To confirm in Yes or No, whether it falls under STARTUP. Further, keep informed to NICS I whether there is any change of the status of the company.	If Yes, DPIIT Startup Recognition Certificate (signed and valid)		
5.	The bidder must have a registration number for GST (Goods and Services Tax) and hold a valid PAN.	Bidder must provide a copy of the following in the name of the bidding company: a) PAN card b) GSTN		
6.	The bidder, as on the date of bid submission, has not been black-listed or debarred in the last three years and is not under blacklisting period /active debarred list by NICS I or any of the Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc.	An undertaking (self-certification in company's letterhead) is to be submitted as per format provided as per Annexure-18.		
7.	The bidder should be consultancy firm operating at least for the last three audited financial years.	CA certificate.		



S. No.	Eligibility Criteria	Proof / Documents to be submitted	Compliance (YES/ NO)	Reference/ page enclosed in the bid
8.	The bidder's average annual turnover from consultancy services should be Rs. 40 Crores or more in the last three audited financial years from FY 2021-22 (if FY 2024-25 not audited), FY 2022-23, FY 2023-24, FY 2024-25 (if audited)	CA certificate as Per 'Annexure 21: CA Certificate for Turnover'		
9.	The bidder's average annual turnover from eGovernance* / IT consultancy services should be Rs. 30 Crores or more in the last three audited financial years from FY 2021-22 (if FY 2024-25 not audited), FY 2022-23, FY 2023-24, FY 2024-25 (if audited)	CA certificate as Per 'Annexure 21: CA Certificate for Turnover'		
10.	During the last <b>5 Financial Years</b> (FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25), The bidder should have accomplished at least 5(Five) e-Governance/IT consultancy jobs each of value more than Rs. 50 Lacs or must have achieved cumulative project milestone value more than Rs. 50 Lacs in each of the 5 IT Consultancy/e-Gov. projects/BFSI	Details of the assignments as per 'Annexure 9: Summary of Assignment' and 'Annexure 10: Assignment Details'		

S. No.	Eligibility Criteria	Proof / Documents to be submitted	Compliance (YES/ NO)	Reference/ page enclosed in the bid
11.	<p>The minimum number of resources on the roles of a bidder in a specific domain should be as defined in “<b>ANNEXURE-3: Educational Qualification &amp; Experience</b>”.</p> <p>For Evaluation, the minimum number of resources for the profiles, required as per “Annexure-3: Education Qualification &amp; Experience” should be on bidder’s company payroll for <b>more than Three months as on bid publishing date</b>.</p>	<b>Annexure-11: Employee Undertaking</b> and Information and supporting document as defined in Annexure-3: Educational Qualification & Experience” must be submitted.		
12.	The Agency should not be black-listed/ debarred/suspended/banned by any Ministry/ Department of State or Central Government/PSU on the last date of filing of responses to this RFE.	Certificate duly signed by an authorized signatory of the bidder as per format given in this RFE (Annexure 18).		

On behalf of [bidder’s name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

NOTE:

- a) All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.*
- b) Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFE document without any pre-condition shall be short-listed for further Technical evaluation.*
- c) Purchase order / Work order value will be considered inclusive of all taxes for evaluation/eligibility under this RFE.

## Annexure 7: TECHNICAL EVALUATION CRITERIA

Purchase order / Work order/ Project value will be considered inclusive of all taxes for evaluation/eligibility under this RFE.

### I. TECHNICAL EVALUATION CRITERIA

#### a. Number of years of Consulting firm's (Max Marks 7)

S. No.	No. of Years	Max Marks (any one)	Marks Obtained
1	3+ years to 5 years	3	
2	5+ years to 10 years	5	
3	10+ years	7	

#### b. Average Turnover from Consulting Services in India in last three financial years

(Max Marks 5)

S. No.	Turnover	Max Marks (any one)	Marks Obtained
1	INR 40+ Crores to INR 100 Crores	3	
2	INR 100+ Crores to INR 500 Crores	4	
3	INR 500+ Crores	5	

#### c. Geographical Presence of the Consulting organization in India (Max Marks 5)

S. No.	Number Offices in India	Max Marks (any one)	Marks Obtained
1	Up to 2 Offices	3	
2	3 to 10 Offices	4	
3	More than 10 Offices	5	

**d. Average Turnover from eGovernance/IT Consulting Services in India in last three audited financial years (Max Marks 5)**

S. No.	Turnover	Max Marks (any one)	Marks Obtained
1	INR 30+ Crores to INR 50 Crores	3	
2	INR 50+ Crores to INR 200 Crores	4	
3	INR 200+ Crores	5	

**e. Experience with Number of Engagements & Project value: (Max Marks 10) (Max Projects 7)**

- a. The proposed assignments Work Order/Purchase Order/Contract/Lol should have been issued within last **Five Financial years**.
  - b. The proposed Number of assignments should have value more than **Rs. 50 Lakhs** or must have achieved cumulative **project milestone with value more than Rs. 50 Lakhs**.
- **One mark** will be awarded for **every project**. However, **two marks** would be allotted for **each project** with value more than **Rs 100 Lakhs**.

S. No.	Criteria	Marks	Marks Obtained
1	For Every project with Value > <b>Rs. 50 Lakhs</b> and < <b>Rs. 100 Lakhs</b>	+1	
2	For Every project with Value > <b>Rs. 100 Lakhs</b>	+2	

**f. Full-time professional staff engaged in consulting services. The evaluation would be based on details as provided in “Annexure-11: Employees Detail Undertaking.**

- Number of **Management/Functional Profile personnel** proposed, as per the table below: Management/Functional Profile’ of “Annexure-3: “Educational Qualification & Experience” (**Max Marks 10**)

S. No.	Management/Functional Profile Resource Category	Min. No. of Resources Required*	No. of Resources Available on Bidder's	Marks allocated $C=(B/A)$	Maximum Marks	Marks Obtained $F=C$ (rounded up to 1st decimal) i.e. 1.564
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			Payroll*			rounded up to 1.6
		A	B	C	E	F
1	Consultants (15 Yrs. & above)	10			4	
2	Consultants (10 Yrs. and < 15 Yrs.)					
3	Consultants (6 Yrs. and < 10 Yrs.)	20			6	
4	Consultants (3 Yrs. and < 6 Yrs.)					
5	Consultants (1 yr and < 3 Yrs.)					

\* Resource should be on the company's payroll minimum for three months as on bid publishing date as per Annexure-3: "Educational Qualification & Experience."

- Number of **Technology profile personnel** proposed, as per 'Table-2: Technology Profile' of "Annexure-3: "Educational Qualification & Experience" (**Max Marks 10**)

S. No.	Technology Profile Resource Category	Min. No. of Resources Required*	No. of Resources Available on Bidder's Payroll*	Marks allocated C=(B/A)	Maximum Marks	Marks Obtained F=C (rounded up to 1st decimal) i.e. 1.564 rounded up to 1.6
		A	B	C	E	F
1	Consultants (15 Yrs. & above)	10			4	
2	Consultants (10 Yrs. and < 15 Yrs.)					
3	Consultants (6 Yrs. and < 10 Yrs.)	18			6	

4	Consultants (3 Yrs. and < 6 Yrs.)					
5	Consultants (1 yr and < 3 Yrs.)					

\* Resource should be on the company's payroll minimum for three months as on bid publishing date as per Annexure-3: "Educational Qualification & Experience"

- Number of **Subject Matter Expert (SME) Profile personnel** proposed, as per the below table: **Technology Profile' of "Annexure-3: "Educational Qualification & Experience" (Max Marks 5)**

S. No.	SME Profile Resource Category	Min. No. of Resources Required*	No. of Resources Available on Bidder's Payroll*	Marks allocated C=(B/A)	Maximum Marks	Marks Obtained F=C (rounded up to 1st decimal) i.e. 1.564 rounded up to 1.6
		A	B	C	E	F
1	Subject Matter Expert - SME (15 yrs & above)	2			5	
2	Subject Matter Expert - SME (10 yrs and < 15 Yrs)					
3	Subject Matter Expert - SME (5 yrs and < 10 Yrs)					

\* Resource should be on the company's payroll minimum for three months as on bid publishing date as per Annexure-3: "Educational Qualification & Experience"

- Profile of resources (minimum three months on company payroll as on bid publishing date) available for deployment on short notice: Maximum - 20 Profiles, Max Marks -10.** CV to be submitted as per Annexure 23: Resume/CV Format (indicative)

0.5 marks will be allotted for each relevant profile. If a profile fails on any of the parameter Zero marks will be allotted.

**Committee may choose to interview the resources. These resources should be available on short notice for interview.**



S. No.	Management/Functional Profile Resource Category	No. of Profiles Re-quired*	Parameters and marks	Maximum Marks	Marks allotted by Committee
		A	B	C	D
1	Consultants (15 Yrs. & above)	4	Educational Qualification:	2	
2	Consultants (10 Yrs. and < 15 Yrs.)				
3	Consultants (6 Yrs. and < 10 Yrs.)	6	Years of relevant experience:	3	
4	Consultants (3 Yrs. and < 6 Yrs.)				
5	Consultants (1 yr and < 3 Yrs.)				

S. No.	Technology Profile Resource Category	No. of Profiles Re-quired*	Parameters and marks	Maximum Marks	Marks allotted by Committee
		A	B	C	D
1	Consultants (15 Yrs. & above)	4	Educational Qualification:	2	
2	Consultants (10 Yrs. and < 15 Yrs.)				
3	Consultants (6 Yrs. and < 10 Yrs.)	6	Years of relevant experience:	3	
4	Consultants (3 Yrs. and < 6 Yrs.)				

5	Consultants (1 yr and < 3 Yrs.)		<b>Current Role and past Experience:</b>		
---	---------------------------------	--	--	--	--

**g. Number of Engagements with different Clients and Profile area. (Max. Marks – 15) (Max Projects 10)**

- The proposed assignments Work Order/Purchase Order/Contract/Lol should have been issued within last Five Financial Years.
- The proposed Number of assignments should have value more than Rs. **50 Lakhs** or must have achieved cumulative project milestone with value more than Rs. 50 Lakhs.
- Each project/assignment **carry 01 Mark**.
- Projects/assignment would be **allotted 02 Marks, if Project engagement duration>Six Month and Project Value > Rs. 100 Lakhs.**

S. No.	Client/Organization Type	Max Marks	Marks Obtained
1	Central Government	10	
2	State Government		
3	Private Sector	5	
4	PSU/SPSU/Cooperatives (Central/State)/ Multilateral Agencies (UNESCO, UNICEF, IBRD, WB etc.)		
	<b>TOTAL</b>	<b>15</b>	

**h. Certifications (Max Marks – 8)**

S. No.	Certification	Max Marks	Marks Obtained
1	ISO 9001: 2015	2	
2	ISO 27001: 2013 or latest	3	

3	CMMI Level 3 or 5 - services/development	CMMI Level 3 :1 CMMI Level 5 :3	
<b>Max Marks</b>		<b>8</b>	

- i. **Technical Presentation (Max. Marks – 10):** \_\_\_\_\_
- j. **Total Marks (Max. Marks): 100**
- k. **Marks Obtained (Technical Score) \_\_\_\_\_, (in Percentage) \_\_\_\_\_%**
- l. **Qualifying Marks in Percentage: 70% of Total Marks, i.e. 70 marks. Agencies securing more than 70% of the total marks as above will only be considered technically qualified.**

**Annexure 8: TECHNICAL COMPLIANCE SHEET****I. Tech Bid Sheet**

S. No.	Technical Criteria as per Annexure-7: Technical Evaluation Criteria	Details	Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid										
1.	<b>Number of years of Consulting firm's</b>	<ul style="list-style-type: none"> <li>Incorporated as: _____</li> <li>In Year _____</li> <li>No. of years of Consulting firm: _____</li> </ul>	<ul style="list-style-type: none"> <li>CA certificate confirming the cumulative turnover of the bidder from consultancy services for the stated financial years must be submitted.</li> </ul>	7											
2.	<b>Average Turnover from Consulting Services in India in last three financial years</b>	<table border="1"> <thead> <tr> <th>Last 3 audited Financial Years</th> <th>Annual Turnover in INR</th> </tr> </thead> <tbody> <tr> <td>FY xxxx-xx</td> <td></td> </tr> <tr> <td>FY xxxx-xx</td> <td></td> </tr> <tr> <td>FY xxxx-xx</td> <td></td> </tr> <tr> <td><b>Avg. Turnover</b></td> <td></td> </tr> </tbody> </table>	Last 3 audited Financial Years	Annual Turnover in INR	FY xxxx-xx		FY xxxx-xx		FY xxxx-xx		<b>Avg. Turnover</b>		<ul style="list-style-type: none"> <li>The turnover certificate mentioning the turnover from consulting services duly certified by registered CA.</li> </ul>	5	
Last 3 audited Financial Years	Annual Turnover in INR														
FY xxxx-xx															
FY xxxx-xx															
FY xxxx-xx															
<b>Avg. Turnover</b>															

S. No.	Technical Criteria as per Annexure-7:Technical Evaluation Criteria	Details	Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid										
3.	Geographical Presence of the Consulting organization in India.	<ul style="list-style-type: none"><li>No. of offices in India: _____</li></ul>	<ul style="list-style-type: none"><li>A self-certification from authorized signatory, specifying No. of Offices with complete addresses and Phone Number(s).</li></ul>	5											
4.	Average Turnover from eGovernance/ IT Consulting Services in India in last three financial years	<table><tr><th>Last 3 audited Financial Years</th><th>eGovernance/ IT Consulting Services Turnover in INR</th></tr><tr><td>FY xxxx-xx</td><td></td></tr><tr><td>FY xxxx-xx</td><td></td></tr><tr><td>FY xxxx-xx</td><td></td></tr><tr><td>Avg. Turnover</td><td></td></tr></table>	Last 3 audited Financial Years	eGovernance/ IT Consulting Services Turnover in INR	FY xxxx-xx		FY xxxx-xx		FY xxxx-xx		Avg. Turnover		<ul style="list-style-type: none"><li>The turnover certificate duly certified by registered CA should be submitted in support of eGovernance/ IT Consultancy Services.</li></ul>	5	
Last 3 audited Financial Years	eGovernance/ IT Consulting Services Turnover in INR														
FY xxxx-xx															
FY xxxx-xx															
FY xxxx-xx															
Avg. Turnover															

S. No.	Technical Criteria as per Annexure-7:Technical Evaluation Criteria	Details		Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid								
5.	Experience with Number of Engagement & Project value	<table><tr><th>Assignment Project Value</th><th>No. of Assignment</th></tr><tr><td>&lt;As per Technical Evaluation Criterion – Annexure 7&gt;</td><td></td></tr><tr><td>&lt;As per Technical Evaluation Criterion – Annexure 7&gt;</td><td></td></tr><tr><td>Total</td><td></td></tr></table>	Assignment Project Value	No. of Assignment	<As per Technical Evaluation Criterion – Annexure 7>		<As per Technical Evaluation Criterion – Annexure 7>		Total			<ul style="list-style-type: none"><li>Annexure-9: SUMMARY OF ASSIGNMENTS along with Annexure-10: Assignment Details with the mentioned supporting documents as mentioned in Sl. No. 5 of “Annexure-7: TECHNICAL EVALUATION CRITERIA</li></ul>	10	
Assignment Project Value	No. of Assignment													
<As per Technical Evaluation Criterion – Annexure 7>														
<As per Technical Evaluation Criterion – Annexure 7>														
Total														

S. No.	Technical Criteria as per Annexure-7:Technical Evaluation Criteria	Details		Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid														
6.	6.1 Management/ Functional Profile Resource Personnel proposed for evaluation.	<table><tr><th>Management/Functional Profile Resource</th><th>No. of Resources Available on Bidder's Roll</th></tr><tr><td>Consultants (15 Yrs. &amp; above)</td><td></td></tr><tr><td>Consultants (10 Yrs. and &lt; 15 Yrs.)</td><td></td></tr><tr><td>Consultants (6 Yrs. and &lt; 10 Yrs.)</td><td></td></tr><tr><td>Consultants (3 Yrs. and &lt; 6 Yrs.)</td><td></td></tr><tr><td>Consultants (1 yr and &lt; 3 Yrs.)</td><td></td></tr><tr><td>Total</td><td></td></tr></table>	Management/Functional Profile Resource	No. of Resources Available on Bidder's Roll	Consultants (15 Yrs. & above)		Consultants (10 Yrs. and < 15 Yrs.)		Consultants (6 Yrs. and < 10 Yrs.)		Consultants (3 Yrs. and < 6 Yrs.)		Consultants (1 yr and < 3 Yrs.)		Total			The evaluation would be based on undertaking as per the <b>Annexure-11: Employees Detail Undertaking</b> ,	10	
Management/Functional Profile Resource	No. of Resources Available on Bidder's Roll																			
Consultants (15 Yrs. & above)																				
Consultants (10 Yrs. and < 15 Yrs.)																				
Consultants (6 Yrs. and < 10 Yrs.)																				
Consultants (3 Yrs. and < 6 Yrs.)																				
Consultants (1 yr and < 3 Yrs.)																				
Total																				

S. No.	Technical Criteria as per Annexure-7: Technical Evaluation Criteria	Details		Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid
	6.2 Technology Profile Resource personnel proposed for evaluation.	Technology Profile Resource	No. of Resources Available on Bidder's Roll		10	
		Consultants (15 Yrs. & above)				
		Consultants (10 Yrs. and < 15 Yrs.)				
		Consultants (6 Yrs. and < 10 Yrs.)				
		Consultants (3 Yrs. and < 6 Yrs.)				
		Consultants (1 yr and < 3 Yrs.)				
		Total				



S. No.	Technical Criteria as per Annexure-7:Technical Evaluation Criteria	Details		Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid										
	6.3Subject Matter Expert (SME) Profile Resource personnel proposed for evaluation.	<table><tr><th>SME Profile Resource</th><th>No. of Resources on bidder's payroll</th></tr><tr><td>Subject Matter Expert - SME (&gt;15 Yrs)</td><td></td></tr><tr><td>Subject Matter Expert - SME (10 yrs and &lt; 15 Yrs)</td><td></td></tr><tr><td>Subject Matter Expert - SME (5yrs and &lt; 10 Yrs)</td><td></td></tr><tr><td>Total</td><td></td></tr></table>	SME Profile Resource	No. of Resources on bidder's payroll	Subject Matter Expert - SME (>15 Yrs)		Subject Matter Expert - SME (10 yrs and < 15 Yrs)		Subject Matter Expert - SME (5yrs and < 10 Yrs)		Total				5	
SME Profile Resource	No. of Resources on bidder's payroll															
Subject Matter Expert - SME (>15 Yrs)																
Subject Matter Expert - SME (10 yrs and < 15 Yrs)																
Subject Matter Expert - SME (5yrs and < 10 Yrs)																
Total																

S. No.	Technical Criteria as per Annexure-7:Technical Evaluation Criteria	Details		Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid														
7.	7.1 Management/ Functional Profile Resource profile	<table><tr><th>Management/Functional Profile Resource</th><th>No. of Profiles</th></tr><tr><td>Consultants (15 Yrs. &amp; above)</td><td></td></tr><tr><td>Consultants (10 Yrs. and &lt; 15 Yrs.)</td><td></td></tr><tr><td>Consultants (6 Yrs. and &lt; 10 Yrs.)</td><td></td></tr><tr><td>Consultants (3 Yrs. and &lt; 6 Yrs.)</td><td></td></tr><tr><td>Consultants (1 yr and &lt; 3 Yrs.)</td><td></td></tr><tr><td>Total</td><td></td></tr></table>	Management/Functional Profile Resource	No. of Profiles	Consultants (15 Yrs. & above)		Consultants (10 Yrs. and < 15 Yrs.)		Consultants (6 Yrs. and < 10 Yrs.)		Consultants (3 Yrs. and < 6 Yrs.)		Consultants (1 yr and < 3 Yrs.)		Total			<ul style="list-style-type: none"><li>Resource Profile as per Annexure 23: Resume/CV Format ( Indicative)</li></ul>	5	
Management/Functional Profile Resource	No. of Profiles																			
Consultants (15 Yrs. & above)																				
Consultants (10 Yrs. and < 15 Yrs.)																				
Consultants (6 Yrs. and < 10 Yrs.)																				
Consultants (3 Yrs. and < 6 Yrs.)																				
Consultants (1 yr and < 3 Yrs.)																				
Total																				

S. No.	Technical Criteria as per Annexure-7:Technical Evaluation Criteria	Details		Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid											
	7.2 Technology Profile Resource profile		<table><tr><th>Technology Profile Resource</th><th>No. of Profiles</th></tr><tr><td>Consultants (15 Yrs. &amp; above)</td><td rowspan="2"></td></tr><tr><td>Consultants (10 Yrs. and &lt; 15 Yrs.)</td></tr><tr><td>Consultants (6 Yrs. and &lt; 10 Yrs.)</td><td rowspan="3"></td></tr><tr><td>Consultants (3 Yrs. and &lt; 6 Yrs.)</td></tr><tr><td>Consultants (1 yr and &lt; 3 Yrs.)</td></tr><tr><td>Total</td><td></td></tr></table>	Technology Profile Resource	No. of Profiles	Consultants (15 Yrs. & above)		Consultants (10 Yrs. and < 15 Yrs.)	Consultants (6 Yrs. and < 10 Yrs.)		Consultants (3 Yrs. and < 6 Yrs.)	Consultants (1 yr and < 3 Yrs.)	Total			4	
Technology Profile Resource		No. of Profiles															
Consultants (15 Yrs. & above)																	
Consultants (10 Yrs. and < 15 Yrs.)																	
Consultants (6 Yrs. and < 10 Yrs.)																	
Consultants (3 Yrs. and < 6 Yrs.)																	
Consultants (1 yr and < 3 Yrs.)																	
Total																	

S. No.	Technical Criteria as per Annexure-7:Technical Evaluation Criteria	Details		Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid										
	7.3Subject Matter Expert (SME) Profile Resource Profile	<table><tr><th>SME Profile Resource</th><th>No. of Profiles</th></tr><tr><td>Subject Matter Expert - SME (&gt;15 Yrs)</td><td></td></tr><tr><td>Subject Matter Expert - SME (10 yrs and &lt; 15 Yrs)</td><td></td></tr><tr><td>Subject Matter Expert - SME (5yrs and &lt; 10 Yrs)</td><td></td></tr><tr><td>Total</td><td></td></tr></table>	SME Profile Resource	No. of Profiles	Subject Matter Expert - SME (>15 Yrs)		Subject Matter Expert - SME (10 yrs and < 15 Yrs)		Subject Matter Expert - SME (5yrs and < 10 Yrs)		Total				1	
SME Profile Resource	No. of Profiles															
Subject Matter Expert - SME (>15 Yrs)																
Subject Matter Expert - SME (10 yrs and < 15 Yrs)																
Subject Matter Expert - SME (5yrs and < 10 Yrs)																
Total																

S. No.	Technical Criteria as per Annexure-7: Technical Evaluation Criteria	Details				Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid
8.	Number of Engagements with different Clients and Profile area.	Client/Organization Type	No. of Projects			<ul style="list-style-type: none"> <li>List of Assignments in Last Five Financial Years as per <b>Annexure-9: SUMMARY OF ASSIGNMENTS</b> along with detailed project scope and work as per <b>Annexure-10: Assignment Details</b> of the relevant section along with the mentioned supporting documents.</li> </ul>	15	
			Management/ Functional Profile	Technology Profile	SME Profile			
		Central Government						
		State Government						
		Private Sector						
		PSU/SPSU/Cooperatives (Central/State)/ Multilateral Agencies						

S. No.	Technical Criteria as per Annexure-7:Technical Evaluation Criteria	Details			Proof / Documents to be submitted	Maximum Marks	Reference/ page enclosed in the bid												
9.	Certifications	<table><tr><th>Certification Required</th><th>Available (Yes/No)</th><th>Certification /Appraisal No.</th></tr><tr><td>ISO 9001: 2015</td><td></td><td></td></tr><tr><td>ISO 27001: 2013 or latest</td><td></td><td></td></tr><tr><td>CMMi Level 3 or CMMi Level 5 – Services/development</td><td></td><td></td></tr></table>			Certification Required	Available (Yes/No)	Certification /Appraisal No.	ISO 9001: 2015			ISO 27001: 2013 or latest			CMMi Level 3 or CMMi Level 5 – Services/development			<ul style="list-style-type: none"><li>A self-attested copy of certifications awarded to the firm by the concerned accreditation agency/ Organization along with the clickable link for verification (if online verification is available for that certification).</li></ul>	8	
Certification Required	Available (Yes/No)	Certification /Appraisal No.																	
ISO 9001: 2015																			
ISO 27001: 2013 or latest																			
CMMi Level 3 or CMMi Level 5 – Services/development																			
10.	Conflict of Interest	No Conflict of interest.			<ul style="list-style-type: none"><li>As mentioned in respective section</li></ul>														

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

NOTE:

- a) *All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.*
- b) *Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFE document without any pre-condition shall be short-listed for further evaluation.*

**Annexure 9: SUMMARY OF ASSIGNMENTS**  
**CA Certified Project Summary**

Ref- er- ence No.	Project Name	Name of Client	Type of Client *(Govt. or Pri- vate)	Nature of assign- ment (Man- agement/ Functional or Technol- ogy or SME) & Disci- pline	Year of under- taking the pro- ject & Project Start Date:	Duration of the Projects	Project /Assign- ment Value for consul- tancy (ex- cluding H/W, S/w licensing etc.)	Project / last Phase and its com- pletion Date	Project billing for consul- tancy till date
1									
2.									
..									
..									

- \* Type of client

1	Central Government
2	State Government
3	Private Sector
4	PSU/SPSU/Cooperatives (Central/State)/ Multilateral Agencies (UNESCO, UNICEF, IBRD, WB etc.)

This certificate has been issued on the request of M/s [Company Name] for [purpose.....].

For [Chartered Accountant Firm Name]  
(Chartered Accountants)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_



**UDIN:**

Signature (Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

NCS

## Annexure 10: ASSIGNMENT DETAILS - LINKED TO SUMMARY OF ASSIGNMENT

Summary Assignment Ref. No.		<Mention Ref no. as 1,2,3.... etc..>
<b>S. No.</b>	<b>Details of Assignment</b>	<b>Details</b>
1.	<b>Project Name with Client address</b>	
2.	<b>Project summary (max 5 lines)</b>	
3.	<b>Name of the Client's Contact person with phone number &amp; email id</b>	<b>Contact Name:</b> _____ <b>Phone No.:</b> _____ <b>email:</b> _____
4.	<b>Assignment's Discipline (s):</b> <i>(Mention discipline as per Annexure-4: Indicative Work Profile)</i>	
5.	<b>Number of Consultant deployed for the assignment:</b>	
6.	<b>a.</b> Copy of Completion/Phase Completion Certificates received from the client, <b>OR</b> <b>b.</b> Self-attested Phase Completion Certificate issued by the Statutory Auditor/CA/CS);	<Mention relevant document submitted (a., b.) and reference Page No. of Bid Proposal
7.	<b>Enclosed relevant supporting document(s)</b> <b>i) specifying the Scope of work, indicating Engagement value, Consulting Assignment's Profile and Assignment's discipline</b> <b>ii) Tax invoice and payment receipt of last milestone duly certified by CA or CA certifying receipt of payment.</b>	Reference Page No. of Bid Proposal

### Note:

- (i) Kindly attach this filled in 'annexure 10: assignment details' along with 'Annexure9: Summary of Assignment' as supporting document for establishing the eligibility and Technical evaluation. This must be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.

- (ii) To demonstrate an experience, multiple Work Orders which are the extension of the Same Project (in continuation) may be considered.*
- (iii) The assignments which are under Non-Disclosure Agreement (NDA), where bidder is restricted to disclose any of the assignment's details which may breach the confidentiality terms and conditions of the NDA, shall not be submitted for evaluation.*
- (iv) However, where it would not be possible for the bidder to share the copies of LOI/WO/Completion Certificates for the projects which are covered by Non-Disclosure Agreement (NDA), A certificate signed by CA / Statutory Auditor/ AND (One of the Director/Partner/CS) of the bidder's company may be submitted, clearly mentioning all the requisite details required for the purpose of evaluation and ' Non-Disclosure Agreement' as a reason for the non-submission for projects of LOI/WO/Completion Certificates copies.*

## Annexure 11: EMPLOYEES UNDERTAKING

<On Company's Letter Head>

<Date>

To

The Managing Director,

NICSI, 1<sup>st</sup> Floor, NBCC Tower

Bhikaji Kama Place,

New Delhi

Sub: Undertaking for employees on company pay-roll for more than three months as on the date of bid publishing

Dear Sir,

This is to certify that <Mention Bidder's company Name> have below mentioned number of employees on company's payroll for *minimum three months as on bid publishing date*. The qualification and years of experience of mentioned number of employees complies with **ANNEXURE 3-Educational Qualifications and Experience** and **ANNEXURE 4: Indicative Work Profile** for the NICSI's RFE no. NICSI/ e-Governance Consultancy Services /2025/06.

S No	Resource Category	Number of Employees on company's payroll for minimum three months as on bid publishing date	
		Management /Functional Profile	Technology Profile
1	Consultants (15 yrs& above)		
2	Consultants (10 yrs and < 15 Yrs)		
3	Consultants (6 yrs and < 10 Yrs)		
4	Consultants (3 yrs and < 6 Yrs)		
5	Consultants (1 yr and < 3 Yrs)		
TOTAL			

S No	Resource Category- SME	Number of Employees on company's payroll for minimum three months as on bid publishing date
1	Subject Matter Expert - SME (15 yrs& above)	
2	Subject Matter Expert - SME (10 yrs and < 15 Yrs)	
3	Subject Matter Expert - SME (5yrs and < 10 Yrs)	
TOTAL		

**Signature:** *[To be Signed by Head of HR Division.]*

**Name:**

**Designation:**

**Date and Company Seal:**

**Note:**

1) Bidders have to keep the list of the consultant/ employees for each profile and categories as per details given in Annexure: Educational Qualifications and Experience. TEC may demand the list and verify the genuineness on the sample basis up to the satisfaction, by asking the detailed CV and other details.

2) For Eligibility and Technical bid evaluation the proposed number of employees, for all the profiles, should be on company's payroll minimum three months as on bid publishing date.

3) The proposed resources in Management/Functional Profile and Technology Profile should be different and mutually exclusive.

4) During Eligibility/ Technical evaluation, if it is found that a resource/CV is proposed in both the profiles, then that resource/CV shall not be considered for any of the profiles for evaluation and will be rejected.

## Annexure 12: ABRIDGED FINANCIAL BID

Name of the Bidder: \_\_\_\_\_

### Gross Total Value (GTV)

GROSS TOTAL VALUE (X)	Rs. ....	Rs. ....
	(in figures)	(in words)

### Note:

- Prices should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.
- The bidder at first should calculate the value of GTV(X) in detailed financial bid.
- In this proforma, the GROSS TOTAL VALUE (X) as calculated in Detailed Financial Bid must be reproduced as above.
- This proforma shouldn't contain any detailed rates otherwise the bid will be rejected.

## Annexure 13: DETAILED FINANCIAL BID

### DETAILED FINANCIAL BID

Name of the Agency: \_\_\_\_\_

**Table 1: Management/Functional Profile**

Sl. No	Management/Functional Profile Resources with Experience	Man-Month Rate of the agency (without tax) (R)	Multiplication Factor (f)	Total (R*f)
	1	2	3	4=2x3
1	Consultant (15 years & above)		4	
2	Consultant (10 years and < 15 years)		18	
3	Consultant (6 years and < 10 years)		16	
4	Consultant (3 years and < 6 years)		24	
5	Consultants (1 yr and < 3 Yrs)		20	
A = Sum of Column (4) of Rows Sl. No. 1 to 5				A

**Table 2: Technology Profile**

S.No	Technology Profile Resources with Experience	Man-Month Rate of the agency (without tax) (R)	Multiplication Factor (f)	Total (R*f)
	1	2	3	4=2x3
1	Consultant (15 years & above)		21	
2	Consultant (10 years and < 15 years)		13	

3	Consultant (6 years and < 10 years)		22	
4	Consultant (3 years and < 6 years)		15	
5	Consultants (1 yr and < 3 Yrs)		62	
<b>B = Sum of Column (4) of Rows Sl. No. 1 to 5</b>				<b>B</b>

**TABLE 3: SUBJECT MATTER EXPERT**

S.NO	Subject Matter Expert Resources with Experience	Man-Month rate of the agency (without tax) (R)	Multiplication Factor (f)	Total (R*f)
	1	2	3	4=2x3
1	Subject Matter Expert - SME (15 yrs & above)		5	
2	Subject Matter Expert - SME (10 yrs and < 15 Yrs)		5	
3	Subject Matter Expert - SME (5yrs and < 10 Yrs)		10	
<b>C = Sum of Column (4) of Rows Sl. No. 1 to 3</b>				<b>C</b>

*As calculated above, the calculation for GTV is:*

**GROSS TOTAL VALUE (X) = A+B+C**

**Grand Total Value (X) in figure= Rs. \_\_\_\_\_**

**Grand Total Value(X) in Words = Rupees.....**

.....

**Authorized Signatory**

**Name**

Date:

Place

**Company Seal**



**Important Note:**

- i) For consideration of their bids, the bidders must quote for all the resource levels. The rates quoted should be as per industry standards for the prescribed experience. For any of the resource levels, bids **quoting zero will be rejected** and execution of Bid Securing Declaration/Forfeiting of EMD.
- ii) The rates finalized will not be changed throughout the period of empanelment/extended empanelment.
- iii) The empanelled agencies will provide service all over India. If a resource has to undertake a tour in the interest of the project with the prior approval of the user's project head, the TA/DA as per user department's agreed rates will be applicable.
- iv) Out of Pocket Expenses (OPE) for Consultants will be reimbursed on production of original documents.
- v) Each work order will be considered a project and OPE shouldn't exceed 15% of the work order value. In case of NISCI empanelment is utilized by other Government department/State govt., Consultants' lodging, boarding, daily expenses etc. related to the project would be paid extra limited to 15% of the work order value including OPE.
- vi) GST and other taxes as applicable will be paid extra. Prices should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.
- vii) Each Job assignment will be done at the cost finalized depending on Project Execution Model used in TOR.
- viii) Prices should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.

## **Annexure 14: PROJECT EXECUTION MODELS**

### **1. Model – 1: Consulting Assignment (Capacity Augmentation)**

- (i) Communication for initiating the project from Ministry/Department
- (ii) Preparation of Terms of Reference (TOR) indicating nature of work, duration, resources required, place of deployment, reporting officer, deliverables, selection criteria etc. for hiring the services of consultants from empaneled bidders
- (iii) Constitution of Project Review Committee (PRC) and/or other such committees by Ministry/Department with members from NIC, NICS as well
- (iv) Approval of TOR by Ministry/Department
- (v) Raising of PI by NICS to Ministry/Department for release of funds
- (vi) Transfer of Funds as per PI to NICS by Ministry/Department
- (vii) Circulation of resource requirement/TOR to empanelled bidders by NICS
- (viii) Selection of resources from empanelled bidders by PRC
- (ix) Intimation of empanelled bidder of the selected resource, kind of resource, date of joining and duration by Ministry/Department to NICS
- (x) Order placement by NICS to selected empanelled bidder(s)
- (xi) Deployment of resources by empanelled agency and their joining at designated places
- (xii) Preparation of Monthly Performance Report (MPR) format for each deployed resource indicating key performance indicators likely to be achieved during the period of deployment
- (xiii) MPR as per **Annexure-17: Monthly Performance Report – Resource** submission by Reporting Officer for resources indicating the KPIs achieved
- (xiv) Raising of monthly bills along with MPR by empanelled bidder to NICS for release of payment as per Work Order
- (xv) Project Closure on its completion by NICS

### **2. Model – 2: Deliverable based Assignment**

- (i) Communication for initiating the project from Ministry/Department
- (ii) Preparation of Terms of Reference (TOR) indicating nature/scope of work, supporting documents, duration, place of deployment, milestones, deliverables, selection criteria etc. for deliverable based consulting assignment from empanelled bidders

- (iii) Constitution of Project Review Committee (PRC)/ Nodal Officer and/or other such committees by Ministry/Department with members from NIC, NICSI as well
- (iv) Approval of TOR by Ministry/Department
- (v) Circulation of TOR along with supporting documents to empanelled bidders by NICSI
- (vi) Selection of bidder and cost as per selection criteria defined in TOR by PRC/ Nodal Officers.
- (vii) Approval of Committee Minutes by Ministry/Department
- (viii) Raising of PI by NICSI to Ministry/Department for release of funds
- (ix) Transfer of Funds as per PI to NICSI by Ministry/Department
- (x) Order Placement by NICSI to selected bidder
- (xi) Deployment of resources, if required, at designated places, finalization of Milestone Performance Report (MPR) indicating milestones, deliverables, key performance indicators, quality parameters for deliverables etc.
- (xii) Project Execution by selected bidder under the guidance of PRC.
- (xiii) MPR as per **Annexure 17: Monthly Performance Report– Milestone** submission by Reporting Officer to bidder at the end of each milestone based on PRC review
- (xiv) Raising of bills along with MPR by empanelled bidder to NICSI for release of payment as per Work Order
- (xv) Sign-off by Ministry/Department
- (xvi) Project Closure on its completion by NICSI

## **Annexure 15: PROFORMA FOR NON-DISCLOSURE AGREEMENT**

To be submitted on Non-Judicial Stamp paper duly Notarized.

### **NON-DISCLOSURE AGREEMENT**

WHEREAS, we the undersigned Service Provider, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of providing services under the terms and conditions as stipulated under RFE No. NICSI/e-Governance Consultancy Services/2025/06 dated <dd-mm-yyyy> “Empanelment of Consulting Organisation for e-Governance Project/Services in ICT Area” (hereinafter called the said 'RFE') to NICSI, having its office at HALL NO. 2&3, 6TH FLOOR, NBCC TOWER, 15 BHIKAJI CAMA PLACE, NEW DELHI – 110066., hereinafter referred to as 'Purchaser' and,

WHEREAS, the Service Provider is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFE documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Service Provider of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Service Provider agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
  - a. the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;

- c. is obtained by the Service Provider from a third party without any obligation of confidentiality;
- d. the Service Provider is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

The Service Provider shall have the burden of proving hereinabove are applicable to the information in the possession of the Service Provider.

- 3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the RFE process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFE and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members 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
  - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.
- 4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the RFE process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and

Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser 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 Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the RFE process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser 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 Service Provider 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 authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party any Confidential Information or the contents of this RFE without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(Service Provider)

Authorised Signatory

Office Seal:

Name:

Place:

Designation:

Date :

## **Annexure 16:      FORMAT FOR BID SECURING DECLARATION FORM**

*<On Company's Letter Head>*

Date: \_\_\_\_\_

RFE No. NICSI/ e-Governance Consultancy Services /2025/06

To *(insert complete name and address of the purchaser)*

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration/EMD.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a. have withdrawn/modified/amended, impairs or derogates from the RFE, my/our Bid during the period of bid validity specified in the form of Bid; or

b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification of the name of the successful Bidder; or

(ii) thirty days after the expiration of the validity of my/our Bid.

**Signed:***(insert signature of person whose name and capacity are shown)*

**in the capacity of***(insert legal capacity of person signing the Bid Securing Declaration)*

**Name:***(insert complete name of person signing the Bid Securing Declaration)*

**Duly authorized to sign the bid for an on behalf of:** *(insert complete name of Bidder)*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

***(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)***

## Annexure 17: FORMAT OF MONTHLY PERFORMANCE REPORT (MPR) – RE-SOURCE/MILESTONE

### MPR - Resource

Date: \_\_\_\_\_

MPR for Month: \_\_\_\_\_ Year: \_\_\_\_\_ Work Order No.: \_\_\_\_\_

NICSI's Project No.: \_\_\_\_\_ Project Name : \_\_\_\_\_

User Department Name: \_\_\_\_\_

PRC Required (Yes/No): \_\_\_\_\_ (if yes, kindly enclose PRC report)

Reference to the above mentioned NICSI's work order, the attendance and performance of the manpower(s) deployed by NICSI's empanelled vendor M/s \_\_\_\_\_ for carrying out the assignment(s) is as under: -

S.N	NICSI Resource Category & Profile	Name of the Resource	Project Joining Date	MPR Working Period		Cumm. Leave Balance	Leave taken in days*	Satisfactory Performance (Yes/No)
				From Date	To Date			
1.	<Resource profile as per NICSI's Empanelment>							
...								

<add more rows for multiple resources>

\* Leaves during the month after adjusting the entitled leaves as per the leave policy for the deployed Manpower mentioned in the empanelment.

This report has been issued on the request NICSI's empanelled vendor for raising the monthly bills in NICSI as per the Work Order.

Encl.: <if any>

< Signature> \_\_\_\_\_

(<Name of the Authorized Person>)

<Designation of Authorized Signatory>



<User Department Seal>

NCS

## Milestone Performance Report

Milestone Performance Report (MPR) indicating milestones, deliverables, key performance indicators, quality parameters for deliverables etc.

(i) **Date:** \_\_\_\_\_

<b>Milestone:</b> _____	<b>Work Order No.:</b> _____
<b>NICSI's Project No.:</b> _____	<b>Project Name :</b> _____
<b>User Department Name:</b> _____	
<b>Milestone achieving Date:</b> _____	
<b>PRC Required (Yes/No):</b> _____	<i>(if yes, kindly enclose PRC report)</i>
<b>Deliverables:</b>	
<b>Key Performance Indicators:</b>	
<b>Quality Parameters:</b>	
<b>Payment Due for this Milestone:</b>	
<b>Penalty to be deducted, if any:</b>	

(ii) **If applicable**, Reference to the above mentioned NICSI's work order, the attendance and performance of the manpower(s) deployed by NICSI's empanelled vender **M/s** \_\_\_\_\_ for carrying out the assignment(s) is as under: -

S.N	NICSI Resource Category & Profile	Name of the Resource	Project Joining Date	MPR Working Period		Leave taken in days*	Satisfactory Performance (Yes/No)
				From Date	To Date		
1.	<Resource profile as per NICSI's Empanelment>						
	...						

<add more rows for multiple resources>

*\* Leaves during the month after adjusting the entitled leaves as per the leave policy for the deployed Manpower mentioned in the empanelment.*

(iii) This report has been issued on the request of NICSI's empanelled vendor for raising the bills against achieving milestone, in NICSI as per the Work Order.

**Encl.: <if any>**

**< Signature>** \_\_\_\_\_

(<Name of the Authorized Person>)

<Designation of Authorized Signatory>

<User Department Seal>

## **Annexure 18: DECLARATION-CUM-UNDERTAKING REGARDING BLACKLISTING / NON-BLACKLISTING BY NICSI**

***(Self-certification in company's letterhead)***

I / We, Proprietor/ Partner(s) / Director(s) of M/S. \_\_\_\_\_ hereby declare that the firm/company namely M/s. \_\_\_\_\_, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by NICSI or any of the Central or State Government Organisation / Public Sector Undertaking / Autonomous Body etc.

**OR**

I / We Proprietor/ Partner(s)/ Director(s) of M/S. \_\_\_\_\_ hereby declare that the firm/company namely M/S \_\_\_\_\_ in the last three years, was blacklisted or debarred by NICSI, or any other Central or State Government Organisation / Public Sector Undertaking / Autonomous Body etc. for a period of \_\_\_\_ months /years w.e.f. \_\_\_\_\_. The period is over on \_\_\_\_ and, as on the date of bid submission the firm /company is not in active blacklisting period and now entitled to take part in Government tenders

In case the above information found false I/We are fully aware that the RFE/ contract will be rejected/cancelled by NICSI and execution of Bid Securing Declaration/forfeiting of EMD. In addition to the above NICSI will not be responsible to pay the bills for any completed / partially completed work, if RFE was allotted.

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm:

Date:

Place:

## **Annexure 19: CONFLICT OF INTEREST**

**(Self-certification in company's letter-head)**

I / We, Proprietor/ Partner(s) / Director(s) of M/S. hereby declare that the firm/company namely M/s. , as on the date of bid submission, has an existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with this Ministry.

Additionally, I/We shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements for the concerned work.

I/We would not be involved in any way on those work assignments where there is any scope of conflict of business interest.

Wherever there is any scope of conflict of business interest, I/we shall choose only one role that is either to take the assignment as a part of empanelment or to opt for other business opportunities.

Date:

SIGNATURE

Full name and designation:

(Seal of organization)

## **Annexure 20: CODE OF INTEGRITY**

### **1. Code of Integrity**

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

- 1.1. "Corrupt practice" - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
- 1.2. "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;
- 1.3. "Anti-competitive practice" - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;
- 1.4. "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;
- 1.5. "Conflict of interest" – participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to RFE or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Procuring Entity with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- 1.6. "Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Procuring Entity's rights of an audit or access to information;

### **2. Obligations for Proactive Disclosures:**

- 2.1. Procuring authorities, Consultants, 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 Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2.2. Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

### **3. Misdemeanours**

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

- 3.1. commits any of the following misdemeanours:
  - 3.1.1. violates the code of Integrity
  - 3.1.2. any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
- 3.2. commits any of the following misdemeanours:
  - 3.2.1. has been convicted of an offence:
    - 3.2.1.1. under the Prevention of Corruption Act, 1988; or
    - 3.2.1.2. 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 the execution of a public procurement contract.
  - 3.2.2. is determined by the Government of India to have doubtful loyalty to the country or national security considerations.
  - 3.2.3. employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

### **4. Penalties for Misdemeanours**

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

- 4.1. if his Proposals are under consideration in any procurement
  - 4.1.1. Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
  - 4.1.2. calling off of any pre-contract negotiations, and;
  - 4.1.3. rejection and exclusion of Consultants from the Procurement Process
- 4.2. if a contract has already been awarded
  - 4.2.1. Termination of Contract for Default and availing all remedies prescribed thereunder;
  - 4.2.2. Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
  - 4.2.3. Recovery of payments, including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate);
- 4.3. Remedies in addition to the above:
  - In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part, to:

- 4.3.1. File information against consultant or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;
- 4.3.2. Initiate proceedings in a court of law against consultant or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 4.3.3. Remove Consultant or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 4.3.4. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 4.3.5. Debar, a Consultant/ Consultant from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:
  - 4.3.5.1. A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
  - 4.3.5.2. Central Government (Department of Expenditure (DoE), Ministry of Finance, may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).



## Annexure 21: CA CERTIFICATE FOR TURNOVER

### SAMPLE FORMAT:

#### TURNOVER CERTIFICATE

To Whomsoever It May Concern,

This is to certify that M/s [Company Name], having its registered office at [Company Address], has a turnover as per the audited financial statements for the financial years as follows:

Turnover in Lakhs (Rs.)

S.no.	Financial Year – Last three audited FY	Total Turnover	Turnover from Consul-tancy	Turnover form eGov-ernance /IT Consul-tancy
1	XXXX-XX			
2	XXXX-XX			
3	XXXX-XX			
	Average			

The above turnover figures are based on the audited books of accounts and records maintained by the company.

This certificate has been issued on the request of M/s [Company Name] for [purpose.....].

For [Chartered Accountant Firm Name]  
(Chartered Accountants)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**As UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant in Practice w.e.f. February 1, 2019. 18 digits UDIN needs to be mentioned on the Certificate**

NCS

## **Annexure 22: LAND BORDER COMPLIANCE CERTIFICATE**

(On the letterhead of the Bidder)

<Place>

<Date>

To

The Managing Director,  
National Informatics Centre Services Incorporated (NICSI)  
1st Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi-110066

Subject: Compliance Certificate regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 – Land Border Requirement

Dear Sir/Madam,

In accordance with the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Department of Expenditure, Ministry of Finance, Government of India, and as amended from time to time, the undersigned certifies that:

(Please select the appropriate option)

☐ The bidder is not from such a country which shares a land border with India as defined in the said Order.

**OR**

☐ The bidder is from such a country which shares a land border with India and has been registered with the competent authority as specified in the above-mentioned Order. A copy of the valid registration certificate is enclosed.

The undersigned further certifies that the bidder is in compliance with all applicable provisions referred to in the said Order and amendments issued thereto.

(Signature)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Details: \_\_\_\_\_

(Company Seal)

## Annexure 23: RESUME/CV FORMAT (INDICATIVE)

<b>Profile for which the CV is being submitted:</b>	<i>E.g. Technical Profile: Consultants (10 Yrs. and &lt; 15 Yrs.)</i>		
Name:			
Major Role(s) Played:			
Current Job Title:			
Total Experience:			
Relevant Experience (Provide details regarding name of the organizations worked for, Designation, Responsibilities, Tenure, etc.)	Total <b>Relevant</b> (to the related profile) Experience:		
Name of Organization	From	To	Designation/Responsibilities
Number of years with the Current Organization:			
Current job responsibilities:			
Summary of professional/domain experience:			
Skill sets:			
Highlights of assignments handled:			
Educational Background, Training /Certification			
Degree (including subjects)	Year of Award of Degree	University	% of Marks
Authorized by the bidder	Date:		
Name:			
Signature:			