

File No. 10(19)/2025-NICSI

National Informatics Centre Services Incorporated

(A Government of India Enterprise under NIC)
Ministry of Electronics & Information Technology (MeitY)
Government of India

Request for Proposal for

Empanelment of Agencies
for
DTM Generation and Hydrological Feature Extraction using Point Cloud Data



TENDER No. NICSI/DTM-Digitization/2025/15

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TABLE OF CONTENT

1	FACTSHEET	5
2	INTRODUCTION	7
3	ABOUT NICSI.....	8
4	DEFINITIONS	9
5	SCOPE OF WORK (INDICATIVE).....	10
5.1	Project Background	10
5.2	Objectives	10
5.3	Input Data	10
5.4	Pre-Requisites	10
5.5	Roles & Responsibilities.....	11
5.5.1	NIC	11
5.5.2	Vendor	11
5.6	Data Security	11
5.7	Deliverables	11
5.7.1	Note	12
5.8	Schedule & Throughput.....	12
5.9	AI Model Cost Estimation	12
6	Technical Evaluation Sheet.....	13
6.1	Technical Compliance Sheets	13
7	BIDDING PROCESS	16
7.1	AVAILABILITY OF TENDER	16
7.2	PRE-BID MEETING	16
7.3	AMENDMENT OF TENDER/RFP DOCUMENTS.....	17
7.4	LANGUAGE OF BID.....	17
7.5	BIDDING COST	17
8	BID SUBMISSION.....	19
8.1	ONLINE BID SUBMISSION	19
8.2	GENERAL INSTRUCTIONS FOR BID SUBMISSION	19
8.3	BID OPENING	19
8.4	BID VALIDITY	19
9	BID EVALUATION	20
9.1	TECHNICAL EVALUATION	20
9.2	FINANCIAL EVALUATION	21
10	Bid Securing Declaration / Earnest Money Deposit	22
11	Security Deposit & PBG.....	23
12	DELIVERY OF SERVICES	25
13	PAYMENT TERMS.....	26
14	PENALTY.....	27
15	General Terms and condition	28
15.1	General Conditions	28
15.2	Applicable Law	29

15.3	LABOUR LAWS.....	29
15.4	LIMITATION OF LIABILITY	30
15.5	INDEMNITY	31
15.6	INTELLECTUAL PROPERTY RIGHTS	32
15.7	INTEGRITY PACT	33
15.8	CONFIDENTIALITY	34
15.9	NON-SOLICITATION	35
15.10	ARBITRATION	35
16	TERMINATION OF CONTRACT	36
16.1.1	Termination by NICS I.....	36
16.1.2	Termination for Insolvency, Dissolution etc.....	36
16.1.3	Termination for Default	36
16.1.4	TERMINATION FOR CONVENIENCE	36
16.1.5	CONDITIONS FOR TERMINATION.....	36
16.1.6	NO CLAIM CERTIFICATE	37
16.1.7	SUSPENSION	37
16.2	EXIT MANAGEMENT	37
16.3	FORCE MAJEURE.....	37
17	Annexure.....	38
17.1	Annexure I - Covering Letter	38
17.2	Annexure II - Bidder Form.....	41
17.3	Annexure III - CA Certificate	42
17.4	Annexure IV - Financial Bid (GTV).....	43
17.5	Annexure V - Declaration-Cum-Undertaking Against Non-Blacklisting	44
17.6	Annexure VI - Detailed Financial Bid.....	45
17.7	Annexure VII - Quality and Cost Based Illustration (QCBS)	46
17.7.1	Stage 1: Technical Bids Evaluation.....	46
17.7.2	QCBS Grading.....	46
17.7.3	Stage 2: Conversion of Technical Marks to Technical Score	46
17.7.4	Stage 3: Financial Bid Evaluation	46
17.7.5	Stage 4: Conversion of financial Bid Amount to Score.....	47
17.7.6	Consolidated Technical & Financial Score	47
17.7.7	Stage 5: Combined Technical and Financial Score with Weightage 70:30	47
17.8	Annexure VIII - MeitY Empanelled Cloud Service Providers	48
17.9	Annexure IX - Performa for Non-Disclosure and Confidentiality Agreement	49
17.10	Annexure X - Bid Securing Declaration Form / Earnest Money Deposit (EMD) Format	52
17.11	Annexure XI - Land Border Compliance Certificate	53

DISCLAIMER

The sole objective of this document (Request for Proposal or RFP) 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 NICS I or any of their employees, including deputed officials/contractual staff, 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 RFP document and wherever necessary, obtain independent advice from appropriate sources.

Interested parties may carry out their own study/analysis/investigation as required before submitting their techno-commercial proposals.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein form a basis of any agreement or commitment whatsoever.

NICS I representatives, its employees including deputed officials/contractual staff, agents 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 RFP document.

Some of the activities listed to be carried out by NICS I subsequent to the receipt of the responses are indicative only. NICS I has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, in the best interests of NICS I.

It is advised through this tender that materialistic misrepresentation of facts should be dealt with seriously and may lead to barring of the bidder from all NICS I tender for a period of 2 (two) years. Bidders are requested to share information which is true and based on some tangible proofs.

1 FACTSHEET

Tender No.	NICSI/DTM-Digitization /2025/15
Name of Organization	National Informatics Centre Services Inc. (NICSI)
Tender Type	Open Tender
Tender Category	Services
Type of Contract	Empanelment
Service Category	DTM Generation and Hydrological Feature Extraction using Point Cloud Data
Contract (Empanelment) Period	Two (2) years from the date of contract awarded and further. One (1) year (conditional).
Vendor Panel Size	Up to 20 (Twenty) Vendors
Bid Securing Deposit	Bid Securing Declaration Form Bidders (MSE or Start-up only) shall submit, along with their Proposals, a signed 'Bid Securing Declaration' as per Annexure 10 (To be submitted on Non-Judicial Stamp paper of minimum Rs. 100) Bidders (Other than MSE or Start-up only) EMD – BG/eBG from any scheduled commercial bank INR 25,00,000/- (Twenty Five Lacs) valid for 120 days from the last date of bid submission. Will need to be extended, if bid validity is extended.
Bid Validity	120 days from the last date of bid submission
Date of Publication	07.11.2025
Pre-Bid queries submission last date:	12.11.2025 (Pre-Bid queries to be submitted as mentioned in RFP document)
Pre-bid Meeting Date & Venue:	14.11.2025 at 15:00 Hrs through Video Conferencing (VC).
Last date and time for Bid Submission	28.11.2025 at 15:00 Hrs Proposals that are received late WILL NOT be considered
Opening of Bids	01.12.2025 at 11:30 Hrs through Video Conferencing (VC).
Opening of Financial Bids	Will be informed later after technical bid evaluation
Number of Packets	Two packets online bid submission as under: Packet-1: Technical Bid (Bid Securing Declaration/Eligibility and Technical Bid) Packet-2: Financial Bids (Financial Bid)
Re-Bid Submission allowed?	Yes (Before last date of bid submission)
Bid Withdrawal allowed?	Yes (Before last date of bid submission)

Address for Communication

Tender Division NICSI

National Informatics Centre Services Inc.

1st Floor, 15 NBCC Tower, Bhikaji Cama

Place, New Delhi -110066

Email: tender-nicsi@nic.in

Phone: 011-22900525/534/535

2 INTRODUCTION

This document is a Request for Proposal (RFP) to **Empanelment of Agencies for Feature Extraction of Data using Drone Images**. The purpose is to empanel reputable firms having relevant experience to deliver as per the requirement of NICSI/NIC and/or its client.

To ensure continued support to the projects undertaken by NICSI, it proposes to empanel vendors having proven expertise in digitization / feature extraction of data using drone images / satellite images, designed by NIC which may be used for the purpose or as per user requirement. In addition, it must be assured that all digitization(s) and enhancement(s) can be done at par with the best of industry standards in minimum span of time and maintenance of the same be done to the satisfaction of the client organization.

For projects initiated prior to this empanelment, the terms and conditions as per Work Order already issued to the vendor shall prevail. However, through this tender post empanelment of vendors, any new Work Order issued shall adhere to terms & conditions (along with revised rates) laid out through this new empanelment.

The Empanelled vendors may be required to provide services anywhere in India online/onsite(s) as per project requirements. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the e-procurement website (<https://etenders.gov.in>). The bids are to be submitted as per procedure given in this document/RFP.

3 ABOUT NICSI

The National Informatics Centre Services Inc. (NICSI), a section 8 Company of National Informatics Centre (NIC) under Companies Act, 2013, Ministry of Electronics & Information Technology, Government of India was setup in 1995 to provide services for e-Governance projects to the Government organizations.

Main Objectives:

- To provide economic, scientific, technological, social and cultural development of India by promoting the utilization of Information Technology. Computer-Communication Networks, Informatics etc. by a spin-off of the services, technologies, infrastructure and expertise developed by the NIC of the Government of India including its Computer-Communication Network, NICNET and associated infrastructure and services.
- To promote further development of services, technologies, infrastructure and expertise supplementing that developed by NIC in directions which will increase the revenue earning capacity of NIC.
- To develop and promote value added computer and computer-communications services over the basic infrastructure and services developed by NIC including NICNET.

In furtherance of these objectives, NICSI has been providing various products & services to organizations in the Central Government, State Governments and PSUs etc. Products and Services include Hardware, Systems Software, Application Software, Software Development, Intra-Networking, Wide Area Networking, Video Conferencing, IT Consultancy, IT Implementation Support among others.

4 DEFINITIONS

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

- **“Digitization”** refers to the extraction and modelling of topographic and surface features from drone imagery and point-cloud data.
- **“DTM”** – Digital Terrain Model
- **“DSM – Digital Surface Model”** refers to a digital elevation representation capturing the top surface of the Earth including natural and man-made features such as vegetation and buildings, derived from dense photogrammetric or LiDAR point clouds.
- **“Application Software”** - refers to the Application development using any of the technology as per the requirements of the project. It may be client Server Application, stand-alone utility, Website/Web Application Development or Mobile application.
- "Authorized Representative/Vendor" shall mean any person/vendor authorized by NICSI.
- "Bidder" means the firm offering the solution(s), services and/or materials required in the RFP.
- 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 called "Vendor", on whom NICSI places Work Order for Delivery of services.
- **“Client”** shall mean the department/organization for which order(s) will be issued.
- "Contract" shall mean the Work Order placed by NICSI to successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- **“GFR”** shall means General Financial Rules
- **“DFPR”** shall means Delegation of Financial Rules
- **“Financial Year”** (FY) period from 1st of April till 31st of March of a year. **“NIC”** shall mean - National Informatics Centre, New Delhi.
- **“FPP”** shall mean Fixed Price Project
- **“GOI”** shall mean Government of India
- **“HDM”** shall mean Hybrid Delivery Mode
- **“MeitY”** shall mean Ministry of Electronics & Information Technology
- **“NICSI”** shall mean National Informatics Centre Services Incorporated, New Delhi. The term NICSI includes successors and assigns of NICSI.
- **“Offices”** means any establishment described as a Registered Office, Corporate Office or Branch offices by the bidder.
- **“Offices”** means any establishment described as a Registered Office, Corporate Office or Branch offices by the bidder.
- "Party" shall mean either NICSI or Bidder individually and "Parties" shall mean both NICSI and Bidder collectively.
- **“RFP”** shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by NICSI in respect of the RFP.
- "Services" means requirements defined in this document including all additional services associated thereto to be delivered by the Bidder.
- "Site" shall mean the location(s) for which the work has been allotted and where the services are to be delivered. It can be onsite or offsite as per the requirement of project/project manager.

5 SCOPE OF WORK (INDICATIVE)

5.1 Project Background

SVAMITVA is a Central Sector scheme launched by the Hon'ble Prime Minister of India on National Panchayat Day (24 April 2020). The Ministry of Panchayati Raj (MoPR) is the nodal ministry for implementation. Under the scheme, very-high-resolution drone surveys (≤ 5 cm GSD) are conducted across rural India. In addition to ortho-mosaics, each survey produces dense point-cloud datasets (photogrammetric) that capture detailed 3-D terrain and built-environment information.

The present assignment upgrades earlier feature-extraction tasks from 2-D ortho imagery to comprehensive **3-D ground-point classification, terrain modelling and hydrological analytics**. The outputs support accurate land-records management, climate-resilient planning, and rural water-resource development while continuing to provide record-of-rights to households.

5.2 Objectives

Develop and operationalize AI/ML-driven workflows to generate high-accuracy DSMs and DTMs, supporting hydrological and environmental feature extraction for rural and semi-urban areas.

Develop and operationalize cloud-based AI/ML workflows that achieve ≥ 95 % **accuracy** on the following tasks:

1. **Ground-Point Classification in Point Clouds**
 - Automatically label each point as *ground* or *non-ground* (buildings, vegetation, utilities, etc.) using state-of-the-art networks such as PointNet++, RandLA-Net, KPConv, or equivalent.
 - Conform to the attribute schema supplied by NIC.
2. **Digital Terrain Model (DTM) Generation**
 - Derive a seamless 30-centimeter scale DTM using *only* classified ground points.
 - Detect and intelligently infill voids/holes through AI-guided interpolation or geostatistical methods.
3. **Digital Surface Model (DSM) Generation**
 - Derive a seamless **Digital Surface Model** from the DTM, incorporating all surface features (vegetation, buildings, and terrain).
 - Ensure the DSM is consistent with ortho-imagery and free from major interpolation artefacts.
 - Resolution: ≤ 30 cm GSD, aligned with NIC standards.
4. **Hydrological Feature Extraction from the DTM**
 - Extract **surface-water flow directions** and **stream networks**
 - Delineate **sub-micro watersheds** (catchments).
 - Identify **nala / drainage outlets** intersecting the existing road network (centerlines provided by NIC).
 - Locate **potential pond / rain-water-harvesting (RWH) sites** based on contributing area, slope, landform and proximity to settlements.

Note: The Vendor may recommend alternative ML architectures (e.g., DeepGCNs, Point Transformer, Swin-UNet) provided they meet or exceed accuracy and scalability requirements.

5.3 Input Data

- **Point-Cloud:** LAS/LAZ **OR** **DSM:** GeoTIFF / COG
[**If point-cloud data is not available; DSM data will be provided.**]
- **Ortho-Mosaics:** ECW / COG / GeoTIFF.
- **Vector Overlay:** Administrative boundaries (LGD-compliant) [**if required**]
- All datasets carry LGD codes (State, District, Tehsil, Block, Village)

5.4 Pre-Requisites

- Processing must occur **within India** on a MeitY-empanelled CSP, or on NIC cloud.

- Compute environment must support GPU acceleration (\geq A100 or equivalent) and large-scale parallel processing of point clouds.

5.5 Roles & Responsibilities

5.5.1 NIC

1. Provide QA/QC guidelines and acceptance criteria.
2. Supply training/validation datasets and schema definitions.
3. Facilitate secure VPN/data-pipe access from NDC to MeitY-approved CSPs.

5.5.2 Vendor

1. Provision and maintain cloud infrastructure, storage and CI/CD pipelines.
2. Develop, train, fine-tune and deploy AI models; implement automated tiling, chunking and merge logic.
3. Optimize data access to minimize transfer; leverage streaming-friendly formats (e.g., COPC).
4. Deliver documented APIs/scripts for on-prem execution (final model hand-over).
5. Support incremental retraining based on NIC feedback.

5.6 Data Security

1. All traffic between NDC and external cloud over IPSec VPN with whitelisted endpoints.
2. No persistent storage of raw data outside India.

5.7 Deliverables

#	Layer / Model	Format	Accuracy KPI*	Comment
1	Ground-Point Classification in Point Clouds			
1.1	Classified point cloud (ground vs non-ground)	LAS/LAZ-1.4	≥ 90 % F1-score on validation tiles	
2	Digital Terrain Model (DTM) Generation			
2.1	DTM (1 m or higher resolution)	GeoTIFF / COG	30 cm resolution	Void-free, hydrologically enforced
3	Hydrological Feature Extraction from the DTM			
3.1	Stream network with order & flow dir	GeoPackage (Lines / Raster)	Completeness ≥ 90 % vs reference	
3.2	Sub-micro watershed polygons	Geojson (Polygons)		
3.3	Nala outlets along roads	Geojson (Points/Lines)		Road ID attribute linkage
3.4	Pond candidate locations	Geojson (Polygons)		With priority score
4	AI Model			
4.1	AI Model Estimate & Documentation	PDF / XLS / Technical Note	N/A	Vendor to provide an <i>aggregate cost estimate</i> and broad breakup of the AI model(s) used for Ground-Point Classification,

				DTM Generation, and Hydrological Extraction.
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5.7.1 Note

1. Detailed QA/QC methodology to be mutually finalized.
2. This AI Model deliverable is optional and will not affect the bidder's qualification or scoring. It is intended solely for NIC's internal assessment of model ownership feasibility.
3. Financial Quotes to be separated into 2 modules i.e.,
 - **Module 1:** Ground-Point Classification in Point Clouds + DTM Generation.
 - **Module 2:** Hydrological Feature Extraction from the DTM.
 - **Module 3:** AI Model Estimate

❖ *Module 3 cost will not be considered for QCBS scoring. NICS reserves the right to separately procure or license the AI model at this indicated cost or through mutual understanding/negotiation.*

5.8 Schedule & Throughput

Phase	Activity	Duration
A	Model R&D, training on initial village data	2 weeks
B	System hardening, acceptance testing	2 weeks
C	Bulk processing & delivery	≥ 30,000 villages per week

*Average Village Size = 0.7 Sq. km

5.9 AI Model Cost Estimation

- Vendors may provide a separate financial estimate for the AI/ML model(s) developed, trained, or fine-tuned as part of this assignment.
- The estimate should include a high-level breakup (e.g., model R&D, training compute, fine-tuning, deployment packaging, and documentation).
- This estimate will be considered non-binding and separate from the project execution cost.
- If NIC decides to procure the trained model or its derivative version, a separate commercial negotiation or work order may be executed.
- NIC shall have the option to acquire the model or its weights, documentation, and deployment scripts on mutually agreed commercial terms.

6 Technical Evaluation Sheet

The eligibility criteria given in this section must be filled up and submitted along with supporting documents towards **eligibility compliance sheet**. In the documents submitted in pursuance of eligibility criterion, relevant portions shall be highlighted. Documentary evidence for compliance with each of the eligibility criteria must be enclosed along with the bid together with the references as required.

If the bid is not accompanied by all the requisite supporting documents, the same may be rejected. Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances. NICSI reserves the right to seek clarifications on the already submitted documents, however, any document created after bid submission date will not be accepted. Decision of the NICSI will be final and binding on the bidders.

6.1 Technical Compliance Sheets

S.No.	Technical Evaluation Criteria	Document to be submitted	Marks Criteria	Marks
1	Company Compliance			15
1.1	The bidder should be a Firm registered in India through competent agency/authority for at least 1 year.	Copy of Latest registration Certificate /Certificate of Incorporation. <i>Note:</i> < 1 year (Not Eligible)	years > 3	5
			1 < years ≤ 3	2
1.2	Average Annual Turnover (<u>AAT</u>) of last 3 years ending 31.03.2025*	Balance sheet / Auditors’ certificate	<u>AAT</u> > ₹3Cr.	5
			₹1Cr. ≤ <u>AAT</u> ≤ ₹3Cr.	3
			<u>AAT</u> < ₹1Cr.	2
1.3	Certification and Compliance	Valid Certificate, as on date.	CMMI level 3 & above + ISO (27001 + 27009)	5
			ISO certificate (27001 + 27009)	3
			ISO certificate (27001)	2
2	Similar work in point cloud data in AI Models			40
2.1	Number of Sq. Km. of Point Cloud data classified using AI Models.	PO/WO <u>OR</u> ND stating PoC/Project experience.	Sq. Km ≥ 30	10
			30 > Sq. Km ≥ 20	5
			20 > Sq. Km ≥ 15	3
2.2	Number of point cloud classes identified by all trained AI Models	PO/WO <u>OR</u> ND stating PoC/Project experience.	classes ≥ 5	10
			3 < classes < 5	5
			1 < classes ≤ 3	3
2.3	Number of villages where DTMs were derived from point cloud data.	PO/WO <u>OR</u> ND stating PoC/Project experience.	villages > 80	10
			villages ≤ 80	3
2.4	Area in Sq. Km where DSMs were derived from DTMs	PO/WO <u>OR</u> ND stating PoC/Project experience.	Sq, Km > 70	5
			50 < Sq. Km ≤ 70	2
2.5	Variety of point cloud AI models generated. (<i>Explicitly state the different models used</i>)	PO/WO <u>OR</u> ND stating PoC/Project experience.	≥ 3	5
			2	3
			1	1

3	Capability Evaluation			15
3.1	Cloud platform deployed on MeitY approved datacenter.	Cloud Provider’s Certificate of MeitY empanelment.	Yes	5
			No	1
3.2	Compute Cluster deployed for bidder use for Storage and GPU memory	ND stating capability.	TB > 750	5
			500 < TB ≤ 750	3
			200 < TB ≤ 500	1
3.3	Compute Cluster deployed for bidder use for Storage and GPU memory	ND stating capability.	GB > 600	5
			400 < GB ≤ 600	3
			200 < GB ≤ 400	1
4	Technical Presentation & Demo			30
4.1	Make in India, Cloud Native Platform to ingest, visualize and analyze point cloud, raster and vector data. Including inputs and outputs generated during analytics process.	To be demonstrated to the committee	Yes	5
			No	1
4.2	Presentation*	Understanding of the work is to be demonstrated through a Presentation before the committee.	Most Suitable	25
			Not Suitable	1
Total Maximum Marks				100

* It is assumed that a sample of Point-Cloud data/DSM data and ORI data of 10 arbitrary villages shall be shared with all the participating agencies. Among these 10 sets of data, the agency is expected to use 4 of the villages for training purposes. The agency will be required to study and demonstrate the output during the presentation on suggested data and time. Time frame for ppt submission would be 5 days after sharing of sample datasets.

Note:

- Wherever the term PO (Purchase order) is mentioned in this RFP, it is to be read as PO/WO (Purchase Order/Work Order).
- To demonstrate experience, multiple work orders which are the extension of the same project (in continuation) may be considered.
- In case of non-discloser agreement, the bidder can submit a certificate from a registered CA stating the relevant scope of work & project value along with a copy of Work Order.
- ND refers to Notarized-Affidavit Document** stating the capability in the relevant point. Please make individual notarized documents for each point.
- ND submitted for points may be subject to additional scrutiny during Technical Presentations.
- Upon identifying any deviation from the truth (status quo) on the ND, NICS I has the right to terminate the engagement at will without any repercussions whatsoever.
- Providing an AI Model cost estimate (Section 5.9) is optional and shall not affect technical marks. However, vendors demonstrating transparency in AI model architecture and cost structure may be viewed favorably during discussions.
- All pages of bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.

- i) Only those bidders who satisfy the eligibility requirements and accept the terms and conditions of this RFP document without any pre-condition shall be short-listed for further bid evaluation.
- j) For FY24-25, if an audited financial statement is not available, bidder may submit provisional certificates certified by CA. Confirm in Yes or No, whether it falls under the Micro, Small and Medium Enterprises Development Act, 2006. If yes, a copy of the Registration Certificate must be provided to NICSI. Further, keep informed to NICSI whether there is any change of the status of the company.
- k) Empanelled vendors are supposed to maintain all the above-mentioned eligibility criteria during the empanelment period. Failure may lead to termination of empanelment.

The bids consisting of documents in support of the above Eligibility criteria required as per Eligibility 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, any document created after bid submission date will not be accepted. The time limit, in which the Bidders must submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.”

7 BIDDING PROCESS

Bidders are advised to study the Tender/RFP Document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of Tender/RFP document (including corrigendum, if any) all instructions, eligibility norms, terms and requirement specifications with full understanding of its implications. Bids not complying with all the given clauses in this tender/RFP document or failure to furnish all information required or submission of a bid not substantially responsive in every respect will be at the bidder's risk and may result in the rejection.

7.1 AVAILABILITY OF TENDER

The tender/RFP document is available at NICSI website and at e-procurement site <https://etenders.gov.in>. Any prospective bidder, desirous to participate in this tender may view and download the tender/RFP document free of cost from the above-mentioned website.

All bidders are expected to examine all instructions, forms, terms, project requirements and other information in the tender/RFP documents. Failure to furnish all information required as mentioned in the tender/RFP documents or submission of a proposal not substantially responsive to the tender/RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal. Online bidding can only be done through e-Procurement System at <https://etenders.gov.in>

7.2 PRE-BID MEETING

NICSI shall hold a pre-bid meeting with the prospective bidders as per the schedule provided in **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), **uptill two days prior to the pre-bid meeting**, shall be addressed. The queries can be sent to NICSI through email at tender-nicsi@nic.in

Only those pre-bid queries which are received in the following **prescribed format** shall be entertained:

Company name		M/s.		
S. No.	Relevant Section / Annexure of	RFP Page No.	Relevant Content from	Vendor's Query /

NICSI is not bound to clarify any query received after the day as described above. NICSI will

review queries and on due consideration, if required will issue corrigendum. However, NICSI does not undertake to answer each individual query (is). Bidders shall not assume that their unanswered queries have been accepted by NICSI.

All interested prospective bidders (one authorized representative) may participate in the pre-bid meeting.

To join the Pre-bid through video conference, interested bidders are required to provide following details on email id at "tender-nicsi@nic.in" **2(two) days before the schedule pre-bid meeting date**. The joining link/credentials will be shared over the email provided by the bidder.

Name of the company: M/s. _____

Name of the authorized representative(s) to attend VC: _____

Email Id of the representative(s): _____ Contact

No. of representative(s): _____

It is the responsibility of the prospective bidders to have appropriate environment/connectivity. for smooth participation.

7.3 AMENDMENT OF TENDER/RFP DOCUMENTS

At any time prior to the last date for receipt of bids, NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender/RFP documents through an amendment/corrigendum. The amendment will be notified through CPP portal, which will be binding on all prospective bidders to consider the amendment and accordingly submit their proposal/ quotation.

In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend the last date for the receipt of bids.

No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in the execution of Bid Securing Declaration.

7.4 LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and NICSI, shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided **they are accompanied by an accurate translation of the relevant pages in English**. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

7.5 BIDDING COST

The Bidder shall bear all costs associated with the preparation/submission of the bid. NICSI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8 BID SUBMISSION

Bidder shall adhere to the timelines as mentioned in the **FACTSHEET**. No bids shall be accepted post the deadline as mentioned in this schedule. Bids submitted online will only be considered for the tender opening process and further evaluation. **Incomplete bids may be rejected.**

8.1 ONLINE BID SUBMISSION

Online bids (complete in all respect) must be uploaded on <https://etenders.gov.in> latest by the time & date mentioned in the Section **FACTSHEET**. Online bids should be submitted with mentioned two packets online.

8.2 GENERAL INSTRUCTIONS FOR BID SUBMISSION

8.3 BID OPENING

- i. NICS I shall convene a bid opening session as given in the **FACTSHEET**, where a maximum of two representatives from each bidder, who has successfully uploaded the bid, can participate.
- ii. NICS I will download the **Technical Bid (Packet-1)** from e-tender portal at first. Bidder's representatives can remain present during the bids download process.
- iii. For Technical evaluation, these technical bids will be passed on to a duly constituted. Technical Evaluation Committee (TEC).
- iv. **Financial bids (Packet -2)** of only those bidders whose bids are found technically qualified by the Technical Evaluation Committee as per the Eligibility criteria will be opened in the presence of the bidder's representatives subsequently for further evaluation.
- v. **Financial bids**, original and revised (if any), of only the technically qualified bidders, shall be opened on a notified date and time, in the presence (physical/ Video Conference) of vendor's representatives, who chose to remain present.
- vi. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

8.4 BID VALIDITY

The bid must be valid for a period of **120 days** from the last date of bid submission. If necessary, NICS I may seek extension in the bid validity (if required) period. The bidders, not agreeing to such extensions, will be allowed to withdraw their bids.

9 BID EVALUATION

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 tender, 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 may be rejected.

NICSI reserves the right to accept any bid, and to cancel/abort the Tender 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.

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 tender document are not acceptable to the bidder, the bid shall be summarily rejected.

9.1 TECHNICAL EVALUATION

- i. A duly constituted Technical Evaluation Committee (TEC) will evaluate bids on the basis of Eligibility Compliance Sheet of this tender. The TEC will examine the eligibility documents submitted by the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria may be rejected.
- ii. Only those bidders, who satisfy all the conditions of the Packet-1 without having any deviations from the RFP, will be considered for further bid evaluation.
- iii. The decision of TEC will be final in this regard.
- iv. If required by the TEC, the bidders shall also assist the TEC in getting relevant information from the bidders' references. Bidders failing to adhere to the specified time limit will not be considered for further evaluation.
- v. 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 facilitate all Members of the TEC for such visits.
- vi. Financial bids will be opened for those bidders who qualify for the technical evaluation with technical qualifying marks of 70.
- vii. NDA need to be signed by each of the prospective bidder for receiving the sample dataset for presentation to be done.

9.2 FINANCIAL EVALUATION

- i. On a designated day and time, the Financial Bids (Annexure-IV: Financial Bid) of only those bidders who satisfy all conditions of the eligibility criteria may be opened electronically in the presence of the representatives of the technically qualified bidding companies and other entities.
- ii. After excluding outliers (extreme quotes), the bidder with the lowest quoted GTV among all the quotes in the Abridged Financial Bids (Annexure-IV: Financial Bid) will be considered as L1 bidder. Extreme quotes shall not be considered while determining L1 bidders for further processing using QCBS system.
- iii. After opening and evaluating the Financial Proposals of technically qualified bidders, a final combined score arrived based on predefined relative weightage.
- iv. The proposal with the highest combined weightage score (quality and cost) shall be 70:30 ratio.

10 Bid Securing Declaration / Earnest Money Deposit

- a. Bidders (MSE or Start-up only) shall submit, along with their Proposals, a signed 'Bid Securing Declaration' as per Annexure 10 (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 25,00,000/- (Twenty Five Lacs) valid for 120 days from the last date of bid submission. Will need to be extended if bid validity is extended.
- c. The bids without Bid Securing Declaration Form/EMD in the prescribed format as mentioned above, will be summarily rejected.

In case the Bid Securing Declaration is not received by the stipulated time then the NICS reserves the right to forth with and summarily reject the Proposal of the Bidder concerned without providing any opportunity for any further correspondence by the Bidder concerned.

11 Security Deposit & PBG

11.2. Security Deposit for Empanelment

- a. Selected bidder(s) will submit the security deposit in the form of a Bank Guarantee or e-Bank Guarantee in an acceptable form for the duration of empanelment plus 90 days or extended period if any (with 90 days add on period), in favor of NICSI, New Delhi.
- b. The Security Deposit amount for the empanelment is 15 Lakhs.
- c. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of the tender document or fails to fulfil any other obligation under the contract, fails to execute the work orders issued by NICSI.
- d. Apart from this NICSI also reserves the right to cancel the empanelment / purchase / work order of the selected agency in case of repeated default.
- e. Empanelled agencies shall be required to submit Security Deposit within 14 days of issuance of Empanelment letters by NICSI.
- f. In the event wherein the Empanelment is extended by NICSI beyond 3 years, the selected agency shall ensure submission of a fresh Security Deposit within 14 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an additional period of 90 days beyond the period of extension of Empanelment.
- g. The BG will be released without any accrued interest after the empanelment or execution of all pending POs whichever is later.

11.3. Performance Bank Guarantee (PBG)

- a. The selected Service Provider shall be required to furnish a Performance Bank Guarantee (PBG) equivalent to 3% (Three Percent) of the Work Order/Purchase Order value.
- b. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- c. PBG should remain a period of 60 (Sixty days) beyond the date of completion of all contractual obligations of the agency for that project.
- d. PBG must be submitted after award of contract but before signing of contract.
- e. The successful agency must renew the PBG on same terms and conditions for the period up to contract including extension period, if any.
- f. PBG would be returned (without any accrued interest) only after successful completion of tasks/deliverables assigned to them as per PO and only after adjusting/recovering any dues recoverable/payable from/by the Service Provider on any account under the contract.
- g. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if selected agency defaults or deemed to have defaulted or in case of non-acceptance of purchase orders and thereafter the empanelment will be cancelled.

- h. Empanelled agencies shall be required to give PBG within 28 days of issuance of PO by NICS.
- i. In the event of default/delay 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.
- j. In the event wherein a PO is released by NICS for project renewal, or a fresh PO is released, the bidder shall ensure extension/submission of PBG with 28 days of issuance of the PO.

12 DELIVERY OF SERVICES

- (i) The empanelled agency will undertake all the indicative activities defined in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empanelled agency so that no activities are lost sight of and all of them are handled with reasonable efficiency.
- (ii) To discharge its responsibility, the agency will deploy experienced people with proven competence and rich working experience.
- (iii) To deliver the output as per the detailed scope defined in the RFP, the vendor to use the same model as showcased and finalized during the presentation.
- (iv) The vendor is assumed to fine tune the model, during the process of production.
- (v) The selected vendor to submit the final model to run on prem along with detailed user manual for technical development and operation in future.
- (vi) In case any additional item/service/module needs to be added in future which is not listed in this tender document by the user department during this empanelment tenure then a quotation for that specific work/item/service/module can be taken from empanelled vendors only and order will be awarded to the lowest quoted vendor.

13 PAYMENT TERMS

- a) Failure in abiding by the scope of work, for reasons accountable to the vendor, shall render the vendor liable for penalty.
- b) All aspects of safe delivery of services shall be the exclusive responsibility of the vendor.
- c) Proof of Satisfactory Delivery of services duly signed by the NIC/ NICSI Project Coordinator/User Department, should be submitted along with bills.
- d) The agency will submit pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) in the name of National Informatics Centre Services Incorporated, New Delhi along with relevant supporting documents. Payment will be made only upon submission of the Bill along with all the completed documents. An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.
- e) Purchaser shall make payments to the vendor after the service is completed for the respective event and client. Bidder will furnish Satisfaction Certificate duly signed by the client along with the bill.
- f) The vendor will deliver the items at designated locations as per the purchase order and obtain signature with date and stamp on Satisfactory Service Delivery Proof (s) of the concerned user.
- g) No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/ approved by the Purchaser in writing.
- h) If NICSI elects to procure the AI/ML model as a standalone asset under separate commercial understanding, the payment schedule and ownership transfer shall be defined through a distinct work order. No payment related to AI model estimate shall arise under the empanelment unless separately authorized.
- i) Payments shall be subject to deductions of any amount for which the supplier is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the income Tax Act, 1961, and other taxes, if any, as per Government of India rules
- j) In case the submission of bills to NICSI, along with the necessary documents, is delayed by the agency beyond 30 days from the date of issue of bill, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective agencies. The entire amount will be deducted from the payment due to respective vendor.
- k) All payments will be made through RTGS only.
- l) GST / Applicable Taxes would be paid as may be applicable from time to time.

14 PENALTY

- a) Any unjustified and unacceptable delay resulting from reasons attributable to the Empanelled vendor beyond the delivery/ installation (where applicable) schedule as per purchase/ Work order will render the vendor liable for liquidated damages at the rate as mentioned in the following sections.
- b) The Empanelled vendors shall render the services strictly adhering to the Important Dates by NICS I in the Work order. Any delay, not condoned by NICS I, on the part of vendor in the performance of its obligations shall attract penalty. The penalty shall be charged at the rate of 1% of the delayed milestone (or item in default, as applicable) per week of delay subject to a maximum of 10% of the work order value. Post that NICS I will have the option of getting the work done through alternate sources at the cost and risk of the defaulting vendor, which will be realized from pending payments of the Empanelled vendor, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.
- c) The Empanelled vendor shall not refuse to accept NICS I work order under any pretext. The work order can be collected from NICS I office or if convenient to the vendor, it can be mailed to them. The selected vendor shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected vendor.
- d) For three successive recurrences of default related to non-execution of work orders for reasons attributable to the vendor, NICS I would be free to forfeit the defaulting vendor's Performance Bank Guarantees received against the affected work orders and/ or termination of the Contract provided vendor fails to remedy such default in spite of 15 days written notice from NICS I to cure such default.
- e) If the vendor for reasons attributable to it is not able to execute the Project/assignment as per the terms and conditions of the work order, applicable penalty clause shall be invoked and NICS I may forfeit Security Deposit/Performance Bank Guarantee in full. Besides this NICS I reserves the right to take any legal action against the vendor.
- f) If at any time during performance of the work order, the vendor encounter conditions impeding timely performance of the ordered services, the vendor shall promptly notify NICS I in writing of the fact of the delay, its likely duration and its cause(s).

15 General Terms and condition

15.1 General Conditions

- a) Consortiums are not allowed for the scope of this tender.
- b) All panel agencies automatically agree with NICSI for honoring all aspects of fair-trade practices in executing the work orders placed by NICSI.
- c) The selected bidder will be responsible for any damage to equipment, property and third-party liabilities caused by acts on the part of its deployed manpower or while execution of the scope of work as per this tender. All equipment will be used only for the purpose of carrying out legitimate business and will not be put into any other use.
- d) NICSI will allocate the work to any of the empanelled agencies as per NICSI SOP available at NICSI website.
- e) Work order will be placed on the empanelled bidder(s) in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order or an alert through e-mail for downloading the Work Order from the official Web Site of NICSI.
- f) Objection, if any, to the Work Order must be reported to NICSI by the selected bidder within two (2) working days counted from the Date of Issue of Work Order for modifications, otherwise it is assumed that the selected bidder has accepted the Work Order in totality. This is applicable in case of electronic publishing/delivery of Work Order also.
- g) The selected bidder will provide escalation matrix for problem resolution.
- h) Bid documents submitted by the bidder in hard copies (if any, as per the requirements of the tender document) must be signed and stamped by the authorized signatory of the bidder.
- i) The bidder must comply with the guidelines and requirements of OM no. 6/18/2019-PPD dated 23rd July 2020 regarding Land Border compliance, issued by Department of Expenditure, Ministry of Finance, Government of India. 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 XI confirming compliance with this requirement.
- j) 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.

15.2 Applicable Law

The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

The bidder and their deployed personnel either during the contract or after its completion, shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of NICSI without the prior written consent of NICSI.

15.3 LABOUR LAWS

- a) The empanelled vendor shall, and hereby agrees to, comply with all the provisions of Indian Labor 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 Labor (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. as per statutory requirements.
- e) The vendor shall also ensure compliance to the following labor 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 *
 - v. Maternity Benefit Act.

vi. Payment of Gratuity Act.

vii. Any other laws, as applicable, time to time*

**Applicable as per respective state*

- f) The vendor shall be solely responsible to adhere to all the rules and regulations relating to labor practices and service conditions of its workmen and at no time shall it be the responsibility of NICS I.
- g) The resources deployed under this tender should be on pay roll and full-time employee of the empanelled vendor.
- h) 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. In any case, there shall not be a relationship of employer and employee between the NICS I/NIC/user department and the said manpower.
- i) The manpower employed by the agency shall have no right, whatsoever, for any appointment in the NICS I/NIC/user department in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the NICS I/NIC/user department
- j) The said manpower/workmen are not entitled for any claim, right, preference, etc. over any job/regular employment of NICS I or NIC or its users. The agency or its workmen.
- k) shall not at any point of time have any claim whatsoever against NICS I/NIC/User Department. The Agency should submit undertaking received from the respective deployed manpower in NICS I/NIC/User Department regarding the same.
- l) The Agency should submit undertaking received from the respective deployed manpower in NICS I/NIC/User Department regarding the same along with Employment certificate by HR issued to those manpower(s).
- m) In case any employee of the agency deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).
- n) Maternity Leave Benefit: As per the Maternity Benefit Act, 1961, the Principal Employer i.e. user department is responsible for ensuring that maternity benefits are provided to eligible female contract workers engaged through this empanelment. This includes paid maternity leave, medical bonus, and other entitlements as mandated by the Act.

15.4 LIMITATION OF LIABILITY

- a) Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled vendor to User Department / NICS I / NIC under any work order issued pursuant to this empanelment, the empanelled vendor shall be liable to end user / NICS I / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled vendor shall not exceed the total contract value of the work entrusted to them.

- b) Empanelled Vendor shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled vendor or its employees.
- c) In no event will empanelled vendor be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data, or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise."

15.5 INDEMNITY

- a) The vendor shall indemnify NICSI/NIC against any liability incurred by NICSI/NIC on account of any default by the vendor or manpower deployed by it.
- b) The selected vendor shall indemnify and defend the NICSI/User departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof ("Deliverables"). The selected vendor shall have no obligations with respect to any claims to the extent such claim results from:
 - i. the selected vendor's compliance with NICSI/User departments specific technical designs, specifications or instructions where the selected vendor has notified NICSI / User department in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims;
 - ii. inclusion in a Deliverable of any content or other materials provided by NICSI/User departments and the infringement relates to or arises solely from such NICSI/User departments materials or provided material;
 - iii. modification of a Deliverable after delivery by the selected vendor to NICSI/User departments if such modification was not made by or on behalf of the selected vendor and the claim arises solely due to such modification;
 - iv. operation or use of some or all of the Deliverable in combination with materials not provided by the selected vendor and the claim arises solely due to such reason; or
 - v. use of the Deliverable for any purposes for which the NICSI/ User department have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected vendor; or
 - vi. use of a superseded release of some or all of the Deliverables or NICSI/User

departments“ failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected vendor provided that such modifications or new releases are made available by selected vendor free of cost and the use of such

vii. modifications or new releases does not adversely impact the performance / service levels

- c) NICSI/User department stand indemnified from any employment claims that the hired manpower /Resources / vendor’s manpower may opt to have towards the discharge of their duties in the fulfilment of the Work Orders.
- d) Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party’s manpower while discharging their duty towards fulfilment of the Work Orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

15.6 INTELLECTUAL PROPERTY RIGHTS

- a) Subject to the other provisions contained in this Clause, the Empanelled Vendor shall agree that all deliverables created or developed by the Empanelled Vendor, specifically for the User Department/NIC/NICSI, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of National Informatics Centre (hereafter NIC).
- b) In cases where the vendor provides a separate cost estimate for the AI/ML model and NICSI subsequently procures the same, all rights, title, and interest in the trained weights, architecture customizations, and associated documentation shall vest exclusively with NIC/NICSI. Until such acquisition, the AI model remains the intellectual property of the vendor, licensed to NIC/NICSI solely for the purpose of project execution.
- c) The User Department/NIC/NICSI shall acknowledge that:
 - i. In performing services under the Contract, the Empanelled Vendor may use Empanelled Vendor’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 Vendor 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 Vendor’s Pre-Existing IP”).
 - ii. Notwithstanding anything to the contrary contained in the Contract, the Empanelled Vendor shall continue to retain all the ownership, the rights title and interests on all the Empanelled Vendor’s Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Empanelled Vendor from using the Empanelled Vendor’s Pre-Existing IP in any manner.

- iii. If any of the Empanelled Vendor's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the Empanelled Vendor hereby grants to the User Department/NIC/NICSI a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple tiers, 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.
- iv. NIC being the owner of all the IPs created in the deliverables, except the Pre- Existing IPs of the Empanelled Vendor 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/NIC/NICSI 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.
- v. The Empanelled Vendor or its deployed resources 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/NIC/NICSI for use as detailed in the Clause(c) above.
- vi. Except as specifically and to the extent permitted by the Empanelled Vendor, the User department/NIC/NICSI will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the Vendor's Pre-Existing IP, or separate Empanelled Vendor's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.
- vii. The User Department/NIC/NICSI shall warrant that the materials provided by the User Department/NIC/NICSI to Empanelled Vendor for use during development or deployment of the application shall be duly owned or licensed by the User Department/NIC/NICSI.

15.7 INTEGRITY PACT

- a) In compliance with the Central Vigilance Commissioner Circular No. 06/05/21 dated 3rd June 2021 regarding adaptation of Integrity Pact- Revised Standard Operating Procedure to ensure transparency, equity and competitiveness in public procurement, the Bidder(s)/Vendor(s)/Prospective vender(s) are required to sign an Integrity Pact (IP) with NICSI.
- b) The pact essentially an agreement between the Bidder(s)/ Vendor(s)/Prospective vender(s) and the NICSI, committing the persons/Officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract. Only those bidders, who commit themselves to such a pact with the NICSI, would be considered competent to participate in the bidding process.
- c) The bidders would sign the Integrity pact with the NICSI.

- d) Further, any violation of Integrity pact would entail disqualification of the Bidder(s)/Vendor(s) and exclusion from NICSI's future bidding process for one year and execution of Bid Securing Declaration Form of such Bidder(s)/Vendor(s)

15.8 CONFIDENTIALITY

- a) The Empanelled vendor (the "Receiving Party") shall acknowledge and agree to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the NICSI/ user department (the "Disclosing Party"). The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract/ Agreement.
- b) The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the Contract Agreement.
- c) The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is 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 Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).
- d) The obligations under this clause shall survive for three years from termination or expiration of this Contract/agreement.
- e) The Empanelled vendor and their personnel shall 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.

- f) 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.

15.9 NON-SOLICITATION

The Empanelled vendor and User Department / NICSI each agree that during the term, Empanelled vendor's 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 vendor 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.

15.10 ARBITRATION

- i. 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.
- ii. If any dispute could not be settled between the parties amicably, then such dispute shall be referred to arbitration.
- iii. The authority to appoint arbitrators) shall be the India International Arbitration Centre (IC). The India International Arbitration Centre shall provide administrative services.
- iv. The award of the arbitration, as the case may be, will be final and binding on both the parties. Such arbitration in all respects will be governed by the provisions of Arbitration and Conciliation Act, 1996 (amended up to date) and the rules made there under.
- v. The arbitration proceedings will be held at India International Arbitration Centre (IC), New Delhi, India.
- vi. The fee of the Arbitrators) and the administrative charges of IAC shall be borne equally by the Parties."

16 TERMINATION OF CONTRACT

16.1.1 Termination by NICS

NICS 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:

- In case NICS/NIC/User Department finds the illegal use of connections, hardware and software tools that are dedicated to NICS or its clients only.
- In case the Empanelled agency is not meeting the Qualification, experience of the manpower as per the terms and conditions of the tender or is not delivering the assignment up to the satisfaction of the user department.

NICS reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 90 days' notice in writing:

16.1.2 Termination for Insolvency, Dissolution etc.

NICS may at any time terminate the contract by giving written notice to the qualified bidder without compensation to the qualified bidder, if the qualified bidder 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 affect any right of action or remedy which has accrued thereafter to NICS.

16.1.3 Termination for Default

NICS may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit) by written notice of default issued to the Empanelled agency, terminate the contract in whole or in part after sending a notice to the Empanelled agency in this regard.

- a) If the Empanelled agency fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by NICS, or
- b) If the Empanelled agency fails to perform any other obligation under the contract.

16.1.4 TERMINATION FOR CONVENIENCE

NICS may by written notice, sent to the selected bidder, 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'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 reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

16.1.5 CONDITIONS FOR TERMINATION

- a) Upon occurrence of an event of default as set out in above clauses, NICS will deliver a default notice in writing to the Agency which shall specify the event of default and give the Agency an opportunity to correct the default.
- b) At the expiry of notice period, unless the party receiving the default notice remedied the default, the NICS may terminate the agreement.

16.1.6 NO CLAIM CERTIFICATE

The qualified bidder shall not be entitled to make any claim, whatsoever, against NICSI /NIC or its clients under or by virtue of or arising out of this contract nor shall NICSI/NIC or its clients entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favor of NICSI/NIC or its client in such forms as shall be required by NICSI after the works are finally accepted.

16.1.7 SUSPENSION

NICSI may by a written notice of suspension, suspend all payments to the qualified bidder under the contract, if the qualified bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall request the qualified bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

16.2 EXIT MANAGEMENT

In the event of end of the project/termination of contract, the vendor should prepare and present a detailed exit plan within five calendar days. The User Department along with user department/NICSI/NIC will review the Exit plan. If approved, the vendor shall start working on the same immediately. If the plan is rejected, the vendor shall prepare alternate plan within two calendar days. If the second plan is also rejected, the user department/NICSI/NIC will provide a plan for the vendor, and it should be adhered to in totality. The Exit Plan should cover at least the following a. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment (as applicable). Handover all developed codes, related documentation and other Configurable Items, if any in his possession. Handover the list of all IT Assets, passwords at all locations. The vendor and user department will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

16.3 FORCE MAJEURE

- a) Force majeure clause will mean and be limited to the following in the execution of the contract/work-orders placed by NICSI/NIC:
- War/hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

The agency will advise NICSI/NIC in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NICSI/NIC reserve the right to cancel the order without any obligation to compensate the agency.

17 Annexure

17.1 Annexure I – Covering Letter

<To be submitted on company letter head>

<Place>

<Date>

To,

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

Subject: Submission of Bid for Empanelment under Tender No. _____

Dear Sir,

This is to notify that our company is submitting technical bid in response to <Tender No.> _____ for <Name of Tender> _____ for <Category>. 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 NICSII in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold NICSII responsible for any non- receipt of bid process communication in case such change of information is not communicated and confirmed with NICSII on time.

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

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender 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 tender and the procedure for bidding and evaluation. There are no deviations from the terms & conditions of the RFP.

Post empanelment, the Empanelled Bidder shall use the rate contract as finalized through this tender only while making business transactions through NICS and that the bidder shall not use this empanelment anywhere else without the knowledge/ approval/ consent of NICS.

We have enclosed the Bid Securing Declaration as per the tender Conditions. It is liable to be enforced in accordance with the provisions of tender document.

Deviations:

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

Bid Pricing:

We do hereby confirm that our bid prices are exclusive of 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 qualifying data as required by you in your tender 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 NICS 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 NICS 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 NICS.

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:

17.2 Annexure II - Bidder Form

Name of the Bidder (in CAPITAL letters only):

Date of Incorporation in India as:

Registration No:

Complete Address with PIN: <Address>

	Contact Person:				
Name					
Designation					
Telephone					
Fax					
E-mail					
Goods & Service Tax No.					
Whether Bidder is Micro/ Small Enterprise: (Yes/No) <i>(if Yes, please attach Udyam</i>		Yes/No	If yes, a) Type of Enterprise: b) Udyam Registration No.:		
Whether Bidder is DPIIT Recognized Start-up		Yes/No	if yes, Enter DIPP No.		
PAN No					
ISO Certification					
CMMI Certification					
Total number of employees					
Turnover (in INR Crores)	2021-22	2022-23	2023-24	2024-25	Average Turnover
• Total turnover					
• IT related services					
• AI/ML services					
Whether Bidder is blacklisted					
Whether any Litigation Arbitration/ proceeding					

Three audited financial years among FY 2021-22 (in case FY 2024-25 is not yet audited), FY 2022-23, FY 2023-24, and FY 2024-25 (if audited).

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

Signature (Bidder Seal)

In the capacity of <Designation>

Duly authorized to sign proposals for and on behalf of: <Name of Company>

17.3 Annexure III - CA Certificate

This is to certify that _____, having its registered office at _____, Financial Details during Financial Year 2021-2022, 2022-2023, 2023-2024 & 2024-2025 (If audited) are as under:

This certificate is given for the purpose of submission of Tender No _____.

Financial Year (A)	Total Turnover (Rs. In Crores) (B)	Turnover from Application Software and Websites and related IT services. (Rs. In Crores) (C)	Turnover from AI/ML related services. (Rs. In Crores) (D)	Net Profit (Rs. In Crores) (E)	Net Worth (Rs. In Crores) (F)
FY 2021-22					
FY 2022-23					
FY 2023-24					
FY 2024-25					

Three audited financial years among FY 2021-22 (in case FY 2024-25 is not yet audited), FY 2022- 23, FY 2023-24, and FY 2024-25 (if audited).

- The above turnover (as mentioned in Column B) does not include turnover from supply of hardware, Third Party Software and their associated Maintenance services.
- The average annual turnover of the above three financial years as mentioned in column B is _____(In Words)
- This certificate is provided on the basis of Audited Annual Reports and of the respective Financial Year and other relevant details and documents produced before us.

Place:

Sign & Stamp Date:

Chartered Accountant

UDIN:

17.4 Annexure IV – Financial Bid (GTV)

Date: [insert date (as day, month and year) of Bid Submission]

NIT No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part, we make the following additional declarations:

- a) Our bid shall be valid for the period specified in factsheet, from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- b) The GTV of our Bid, is: _____
- c) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- d) Name of the Bidder [insert complete name of person signing the Bid] Name of the person duly authorized to sign the Bid on behalf of the Bidder
** [insert complete name of person duly authorized to sign the Bid]
- e) Title of the person signing the Bid [insert complete title of the person signing the Bid]
Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed _ [insert date of signing] day of [insert month], [insert year]

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

17.5 Annexure V – Declaration-Cum-Undertaking Against Non-Blacklisting

I, Director of M/S. <vendor name> hereby declare that the firm/company namely M/s. <vendor name>, 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 Organization / Public Sector Undertaking / Autonomous Body etc.

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

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm:

Date:

Place:

17.6 Annexure VI – Detailed Financial Bid

#	Details	Price
	A	B
1	Rate per village of Automatically labelling each point as ground or non-ground (buildings, vegetation, utilities, etc.)	
2	Rate per village to Derive a seamless 30-centimetre scale DTM using only classified ground points. Detect and intelligently infill voids/holes through AI-guided interpolation or geostatistical methods	
3	Rate per village for hydrological feature extraction from the DTM a. Extract surface-water flow directions and stream networks b. Delineate sub-micro watersheds (catchments). c. Identify nala / drainage outlets intersecting the existing road network (centre-lines provided by NIC). d. Locate potential pond / rain-water-harvesting (RWH) sites based on contributing area, slope, landform and proximity to settlements.	
4	Cost of the model - Final model to be submitted to run on prem.	
	Grand Total Value	

Grand Total Value (GTV) = Sum (item 1 to item 3) + 0.1% of 4

17.7 Annexure VII - Quality and Cost Based Illustration (QCBS)

17.7.1 Stage 1: Technical Bids Evaluation

Bidder Details	Technical Marks Obtained
Bidder 1	93
Bidder 2	86
Bidder 3	54
Bidder 4	77

17.7.2 QCBS Grading

Grade	Range	Marks
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Vary Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

17.7.3 Stage 2: Conversion of Technical Marks to Technical Score

Bidder Details	Technical Score based on Grading System
Bidder 1	100
Bidder 2	90
Bidder 3	Rejected
Bidder 4	80

Since eligible Technical Score Should be 70 & above

17.7.4 Stage 3: Financial Bid Evaluation

Bidder Details	Financial Bid Amount (GTV)
Bidder 1	1,30,000
Bidder 2	1,20,000
Bidder 4	1,00,000

17.7.5 Stage 4: Conversion of financial Bid Amount to Score

Bidder Details	Financial Bid Amount (GTV)	Financial Score (LFB/F*100)
Bidder 1	1,30,000	$100000/130000*100=76.92$
Bidder 2	1,20,000	$100000/120000*100=83.33$
Bidder 4	1,00,000	$100000/110000*100=90.91$

LFB = Lowest Financial Bid, F = Quoted Amount

17.7.6 Consolidated Technical & Financial Score

Bidder Details	Technical Score based on Grading System	Financial Score
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	90.91

17.7.7 Stage 5: Combined Technical and Financial Score with Weightage 70:30

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder 1	$100*(70/100) + 76.92*(30/100)$	93.07 (70+23.7)	H1
Bidder 2	$90*(70/100) + 83.33*(30/100)$	87.99 (63+24.99)	H2
Bidder 4	$80*(70/100) + 90.91*(30/100)$	86 (56+30)	H3

- Empanelment of Bidders:** The top three bidders (H1, H2, and H3) based on the Quality and Cost-Based Selection (QCBS) evaluation will be empanelled. The empanelled bidders will be selected according to the table and calculations shown above.
- Rate Finalization:** The empanelment rate will be determined based on the lowest rate quoted among the empanelled vendors. In above example, the lowest rate quoted by the empanelled bidder is ₹1,00,000, as quoted by Bidder 4. This rate will be the finalized rate for the empanelled bidders, regardless of Bidder 4's position or rank in the empanelment list. In the scenario where any of the Empanelled bidders (H1, H2, or H3) do not accept the finalized rate of ₹1,00,000, the next highest-ranked bidder (H4) will be given the opportunity to match the finalized rate. If H4 agrees to the rate, they will be Empanelled in place of the non-accepting bidder.
- Revised Lowest Rate:** If the price quoted by H4 is lower than the earlier decided price (in the above example it was ₹1,00,000), the price quoted by H4 will become the new lowest rate (L1). The remaining Empanelled bidders (out of H1, H2, and

H3) will be required to match this new lowest rate. If they agree, they will continue to be Empanelled at this new rate.

4. **Implementation of Rate:** All empanelled bidders will be required to provide services at the finalized rate of ₹1,00,000, which is the lowest rate quoted.
5. **Agreement and Compliance:** All empanelled bidders must agree to the finalized rate and comply with the terms and conditions outlined in the RFP. Failure to do so may result in disqualification from the empanelment.

17.8 Annexure VIII - MeitY Empanelled Cloud Service Providers

1. Amazon Internet Services Private Limited (AISPL)
 2. Bharat Sanchar Nigam Limited (BSNL)
 3. CtrlS Datacenters Limited
 4. Cyfuture India Pvt. Limited
 5. ESDS Software Solutions Private Limited
 6. Google Cloud India Pvt Limited
 7. IBM India Pvt Limited
 8. ITI Limited
 9. Jio Platforms Limited
 10. Microsoft Corporation (India) Private Limited
 11. NTT Global Data Centres & Cloud Infrastructure India Private Limited
 12. Nxtra Data Limited
 13. Oracle India Pvt. Limited
 14. Pi Datacenters Pvt. Ltd.
 15. RailTel Corporation of India Limited
 16. Sify Technologies Limited
 17. Tata Communications Limited, Global Data & Mobility Solutions
 18. Web Werks India Private Limited
 19. Yotta Data Services Pvt. Ltd
 20. Tata Consultancy Services Limited
 21. Protean eGov Technologies Limited
 22. E2E Networks Limited
-

17.9 Annexure IX – Performa for Non-Disclosure and Confidentiality Agreement

<To be submitted on the letterhead of the bidder>

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 Tender No. NICSI/ _____ dated <dd-mm-yyyy> “Empanelment of _____” (hereinafter called the said 'RFP') to NICSI, having its office at 1st 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, Drone Data / Vector Data, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP 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, Drone data, vector data, 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 Tendering 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 RFP 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 Tendering 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 always remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering 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. If 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 RFP 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)

Office Seal:

Authorized Signatory:

Place:

Name:

Date:

Designation:

17.10 Annexure X - Bid Securing Declaration Form / Earnest Money Deposit (EMD) Format

<On Company's Letter Head>

Date: _____ Tender No.: _____

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.

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 tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. have 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)

17.11 Annexure XI - 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)
