

National Informatics Centre Services Inc. (NICSi)

(A Government of India Enterprise under NIC)

Ministry of Electronics & Information Technology (MeitY)

Government of India

No. 10(05)/2025-NICSi

Request for Empanelment

For

**Empanelment of Agencies for Managing IT Infrastructure Services,
Application Modernization and Digital Transformation**

**RFE No. NICSi/Application Modernization and Digital
Transformation/2025/12**

NATIONAL INFORMATICS CENTRE SERVICES INC. (NICSi)

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1.Disclaimer

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

which may be required by NICSI or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NICSI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

2. Fact Sheet

#	Particular	Details
1	RFE No.	NICSI/Application Modernization and Digital Transformation/2025/12
2	RFE Type	Open RFE
3	RFE Category	Services
4	Type of Contract	Empanelment
5	Vendor Panel Size	Up to 5 (Five) Vendors
6	Title	Empanelment of Agencies for Managing IT Infrastructure Services, Application Modernization and Digital Transformation
7	Bid Security Deposit / Earnest Money Deposit (EMD)	<p>Bidders (only MSEs or Start-ups) shall submit, along with their Proposals, a signed <i>Bid Securing Declaration</i> as per the format provided in the Annexure.</p> <p><i>(To be submitted on a Non-Judicial Stamp Paper of minimum ₹100.)</i></p> <p>Bidders other than MSEs or Start-ups shall submit an EMD of ₹2,00,000/- (Rupees Two Lakhs only), valid for 180</p>

#	Particular	Details
		<p>days from the last date of bid submission.</p> <p>The EMD shall be in the form of a Bank Guarantee (BG/eBG) from any scheduled commercial bank and must be extended if the bid validity period is extended.</p>
8	Contract (Empanelment) Period	<p>Total contract period is for 3 years from the effective date as mentioned in the empanelment.</p> <p>The contract may be extended by a period of 1 year on mutual agreement.</p>
9	Date of Publication	28-08-2025
10	Bid Validity	180 days
11	Date of Pre-Bid Meeting	09-09-2025 at 11:30 through VC
12	Last date of Submission of written queries for clarifications	08-09-2025 at 11:00 AM
13	Last date of submission of proposals	23-09-2025
14	Opening of Responses	24-09-2025
15	Number of Packets	<p>Two Packets bid submission as under:</p> <p>1.Packet-1 Technical Bid (Bid Security Declaration/Eligibility & Technical Bid)</p> <p>2.Packet-2 Financial Bids (Abridged & Detailed Financial)</p>

#	Particular	Details
16	Address for Communication	Tender Division, National Informatics Centre Services Inc. Ground Floor, 15 NBCC Tower, Bhikaji Cama Place, New Delhi-110066 Email: tender-nicsi@nic.in , Phone: 011-22900525/34/35

Note:

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

3. Introduction

3.1. Introduction and Issuer

NICSI invites the eligible agencies to submit their Request for Empanelment (RFE) for managing Application Modernization, Digital Transformation and IT Infrastructure Services. The agencies will be responsible for managing the services include ensuring 24x7 Application Availability and Infrastructure Reliability, Data Transformation and Migration, Enterprise Data Architecture and System Design, Application Modernization and Cloud Migration, Intelligent, Self-Learning, and Self-Healing Observability Solutions, Assessment and Enhancement Planning for Legacy Applications, High-Level Technical Consultation on Modernization Strategies and Adoption and Implementation of Latest Open-Source Technologies in accordance with the conditions and manner prescribed in this Request for Empanelment document.

3.2. Purpose

The purpose of publishing this tender is to invite eligible and qualified agencies to submit their proposals for empanelment with NICSI for delivering comprehensive services in the areas of Application Modernization, Digital Transformation, and IT Infrastructure Management. The empanelled agencies will be considered for future assignments based on the requirements of NICSI and its client organizations. The detailed scope of work, terms and conditions, and selection criteria for specific projects will be outlined in the Request for Proposal (RFP) or Terms of Reference (ToR) issued to the empanelled agencies, in accordance with the selection parameters defined in this Request for Empanelment (RFE).

3.3. Information

Bidder agencies are advised to study this RFE document carefully before submitting their proposals in response to the RFE Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Bidder agencies are requested to attend a pre-proposal conference as per the details provided in the Fact-sheet of this RFE.

4. Brief Introduction

4.1. National Informatics Centre Services Inc. (NICSi)

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

Main Objectives:

- 1. Promoting IT Utilization for National Development:** Facilitate India's economic, scientific, technological, social, and cultural growth by encouraging the adoption of Information Technology, computer-communication networks, informatics, and related innovations. This includes leveraging the services, technologies, and infrastructure developed by NIC, such as its Computer-Communication Network (NICNET) and associated resources.
- 2. Expanding NIC's Capabilities for Revenue Generation:** Drive further development of services, technologies, and infrastructure that complement NIC's existing expertise and infrastructure, focusing on initiatives that enhance NIC's revenue generation potential.
- 3. Advancing Value-Added IT Services:** Develop and promote advanced computer and computer-communication services using NIC's foundational infrastructure, including NICNET, to meet evolving technological needs.

4.2. National Informatics Centre (NIC)

The **National Informatics Centre (NIC)** is a premier science and technology organization functioning under the **Ministry of Electronics and Information Technology (MeitY), Government of India**. Established in **1976**, NIC has been instrumental in driving the digital transformation of governance in India. It acts as the **technology partner of the Government**, playing a central role in the design, development, and implementation of e-Governance initiatives across various levels of government — from Central Ministries to State Governments and District Administrations.

Mandate and Core Functions

NIC's mandate is aligned with the Government of India's vision for a Digital India. Its responsibilities span across four primary domains:

1. Technology Partner of the Government:

NIC collaborates closely with various government departments to provide strategic technology support. It offers consultation, project management, and implementation support for a wide range of digital initiatives, ensuring effective delivery of public services through ICT (Information and Communication Technology).

2. Design and Development of IT Systems:

NIC is responsible for conceptualizing, designing, and developing customized **e-Governance applications and digital platforms** that cater to the specific administrative, social, and economic needs of government departments. Its solutions help streamline workflows, increase efficiency, and enhance transparency in governance.

3. Provision of ICT Infrastructure:

NIC provides a robust, secure, and scalable ICT infrastructure to government bodies. This includes:

- **National and State Data Centres**
- **NICNET** – a nationwide government communication network
- **MeghRaj Cloud Services**
- **Cybersecurity services**

These infrastructure services form the backbone of the government's digital service delivery mechanisms.

4. Exploration and Advisory on Emerging Technologies:

Staying ahead of the technology curve, NIC continuously researches and evaluates **emerging technologies** such as Artificial Intelligence (AI), Blockchain, Internet of Things (IoT), Big Data Analytics, and Machine Learning. It advises government departments on how these technologies can be effectively integrated into public service delivery and governance frameworks.

5. Overview of NIC Existing Infrastructure

The National Informatics Centre (NIC), functioning under the Ministry of Electronics and Information Technology (MeitY), Government of India, has developed a robust, secure, and scalable digital infrastructure to facilitate e-Governance, public service delivery, and inter-governmental connectivity. NIC's infrastructure is designed to serve a wide array of stakeholders, including ministries, state governments, district-level offices, and citizens.

Component	Details
Data Centres	NIC Headquarters Delhi, Pune, Hyderabad and Bhubaneswar and 37 small Data Centres at various State Capitals
NIC Cloud (MeghRaj)	Scalable cloud (IaaS, PaaS, SaaS) for fast deployment of services
National Knowledge Network	High-speed connectivity for over 1,600 academic & research institutions
NICNET	Secure VPN/MPLS-based backbone covering all states and districts
Video Conferencing	Multi-user, secure VC infrastructure for remote governance
Cyber Security	SOC, IDS/IPS, threat monitoring, compliance with CERT-In
Email Services	@gov.in secure, cloud-based email for government use
Application Hosting	10,000+ apps in transport, health, education, governance
Disaster Recovery	Real-time replication and failover for uninterrupted services

6. Indicative Scope of Work

The following indicative activities will be carried out by the empaneled agencies:

- 1. Enterprise Architecture and System Design:** The resources or an agency are required to ensure design of scalable, modular, and secure enterprise data architecture, support structured and unstructured data with centralized/federated models (data lakes, warehouses), maintain data lineage, integrity, metadata governance, and security, and integrate disparate systems using ETL/ELT pipelines with real-time and batch synchronization.
- 2. Application Modernization and Migration:** The resources or an agency are required to perform detailed migration steps including assessment of existing setup, migration planning, environment preparation for MeghRaj 2.0 and any their cloud platform, checking new environment for readiness, application migration as per approved plan, testing and validation, go-live, and post-go-live production validation and fine tuning.

Additionally, the resources or an agency are required to ensure assessment and modernization of legacy applications through refactoring, re-platforming, or re-architecting, plan and execute application migration to cloud-native platforms, perform detailed migration steps including assessment, environment preparation, readiness check, execution, testing, go-live, and post-go-live validation, and support uninterrupted migration from existing infrastructure to MeghRaj or other equivalent platforms.

- 3. Application & Web Server Configuration:** The resources or an agency are required to perform application configuration related tasks, including setting up mail servers, session parameters, and applying patches to ensure secure and optimal performance.

The resources or an agency are also required to ensure configuration and management of Tomcat, Apache, NGINX, and IIS web servers, manage session and security configurations, Java versioning, TLS settings, and caching/CDN strategies, and apply required patches and tuning for optimized and secure server performance.

They should also be capable of handling application configuration related tasks including mail settings and security tuning.

- 4. Database Management:** The resources or an agency are required to manage databases such as PostgreSQL, Redis, Elastic Search, and others, including setup, configuration, optimization, backup, and restoration. They must handle installation, replication, schema optimization, indexing, slow query analysis, version upgrades, and high-availability configurations for disaster recovery, along with regular backup validation, tuning, and reporting.
- 5. Technology stack:** The resources or an agency shall manage Apache Tomcat, PostgreSQL, MongoDB, ELK stack, Kafka, Prometheus, Grafana, HAProxy etc.
- 6. Operating System and Virtualization Management:** The resources or an agency are required to handle operating system related tasks including installation, configuration, updates, and maintenance across all environments.

The resources or an agency are required to ensure setup, maintenance, and troubleshooting of operating systems across virtual machines, bare-metal servers, and containerized environments, manage OS lifecycle including hardening, patching, tuning, clustering, and upgrades, and implement centralized identity, authentication, and authorization mechanisms including IPA setup.

They should also have expertise on setting, maintaining, and troubleshooting virtual machines, bare metal servers, and containers.

- 7. Cloud & Hybrid Infrastructure Management:** The resources or an agency are required to ensure provision and manage infrastructure across public, private, and hybrid clouds, automate using Terraform/Ansible/Helm, and handle VM templates, Kubernetes clusters, and full lifecycle of compute, storage, and application stack upgrades. They should also manage resource provisioning, storage distribution, operations, maintenance, OS hardening, tuning, and clustering solutions.

Furthermore, they must support OS and application stack upgrades and updates including setup, monitoring, troubleshooting, and patching.

- 8. DevOps and CI/CD Automation:** The resources or an agency are required to ensure development and management of CI/CD pipelines using Jenkins, Helm, GitOps, and Ansible, implement deployment strategies like blue-green, canary, and rolling updates for zero downtime, and automate provisioning, monitoring, patching, and scaling across environments.

- 9. Backup, Storage & Disaster Recovery:** The resources or an agency are required to ensure deployment and management of SAN, NAS, and software-defined storage, implement encrypted incremental and full backups with regular validation, and plan and test disaster recovery strategies including active-active and active-passive failover mechanisms.
- 10. Security and Compliance:** The resources or an agency are required to manage infrastructure security related tasks including server hardening, VA clearance, log analysis, and patch management.
- 11. Observability and Monitoring:** The resources or an agency are required to ensure centralized monitoring of infrastructure, applications, and databases using tools like Prometheus, Grafana, and ELK, with real-time alerts, anomaly detection, root cause analysis, and automated incident remediation. They should enforce security controls (Zero Trust, RBAC, MFA, SIEM, VAPT), harden OS and applications, apply patches, manage logs, and ensure compliance with standards and policies, including VA clearance.
- 12. Testing and Validation:** The resources or an agency are required to ensure performance of automated functional and load testing using tools like JMeter and Selenium, conduct infrastructure benchmarking under normal and peak loads, and integrate testing into CI/CD processes for continuous validation.
- 13. Documentation, Reporting, and Auditing:** The resources or an agency are required to ensure maintenance of documentation including activity records, architecture diagrams, and disaster recovery logs, deliver real-time dashboards for infrastructure and SLA visibility, and automate audit trails for reporting and compliance assurance.

7. Project Delivery Models

From the above list (Section 6), a work order can be issued as per the NICS's SoP and will be assigned to any one of the empanelled vendors in any of the following models:

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

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

6.2 Model 2: Deliverable Based Assignment

- a. For each job, the bidder will prepare estimated time/cost document as "Estimated Resource Deployment Proposal" indicating the man-month efforts of bidder's resources at various levels at the rates finalized through this RFE.
- b. A Project Review Committee (PRC) may evaluate the proposals for selection of one of the empanelled bidders. In case PRC desires, the bidders may be called for presentation. After approval of the cost/time estimates by a Project Review Committee (PRC), NICS/NIC will issue a work order for job assignment.
- c. The bidders will prepare such time/cost documents free of charge within given time frame.
- d. The resources to be deployed at the above levels should have regular educational qualifications and experience. NIC/NICS/User may call for this information for a professional before her/his deployment.
- e. Bidder's resources deployed on a job will use their own infrastructure when working from /user's premises. The user's responsibility will be restricted to provide workspace and environment for the resources' official work related to the assigned job. Except, for the situation where it mandates that infrastructure of the workplace has to be used.
- f. The project requirements, milestones and payment terms will be published in separate ToR/RFP with the selected empaneled agencies.

8. Indicative Resource Requirement

NICSI intends to empanel the agencies providing the resources required to fulfill the responsibilities mentioned above. For the same, the following, but not limited to will be required:

Sr. No.	Role	Indicative Key Responsibilities
1.	Enterprise/Solution Architect	<ul style="list-style-type: none">• Design enterprise data and system architecture• Define modernization strategies and migration roadmaps• Evaluate cloud-native options, tools, platforms• Lead technical consultations and strategic planning
2.	Cloud Architect	<ul style="list-style-type: none">• Design and oversee cloud and hybrid deployments (AWS, Azure, GCP)• Define CI/CD pipelines, manage container orchestration (K8s, Docker)• Ensure compliance, HA, DR, scalability
3.	DevOps Engineer	<ul style="list-style-type: none">• Automate builds, deployments, and infrastructure• Manage IaC (Terraform, Ansible, Helm)• Implement GitOps, blue green/canary releases• Monitor CI/CD pipelines and integrate security scans
4.	System Administrator / Infrastructure Engineer	<ul style="list-style-type: none">• Provision and manage servers (physical/virtual)• Apply patches, perform OS upgrades and kernel tuning• Manage virtual environments, backups, DR, compliance• Support server/network/storage monitoring
5.	Network Engineer	<ul style="list-style-type: none">• Monitor and optimize network performance• Configure VLANs, firewalls, VPNs, and load balancers• Setup alerting for packet loss, latency, etc.• Support connectivity for multi-site or hybrid deployments
6.	Database Administrator (DBA)	<ul style="list-style-type: none">• Design and optimize databases (RDBMS, NoSQL)• Implement replication, clustering, HA strategies• Perform tuning, indexing, partitioning• Backup, restore, DC/DR planning
7.	Application	<ul style="list-style-type: none">• Implement and configure APM tools (Open Telemetry,

Sr. No.	Role	Indicative Key Responsibilities
	Performance Engineer / APM Specialist	Dynatrace etc.) <ul style="list-style-type: none"> Analyze latency, throughput, and user behavior Correlate application performance with infra metrics
8.	Security Engineer	<ul style="list-style-type: none"> Implement RBAC, MFA, zero trust security Conduct patching, VAPT remediation, and SIEM integration Perform compliance audits (e.g., CIS, ISO 27001) Integrate security into DevOps pipelines
9.	Observability & Monitoring Engineer	<ul style="list-style-type: none"> Design centralized monitoring systems Implement infrastructure and application observability Set thresholds, alerts, and auto-remediation logic Develop dashboards and RCA tools
10.	Helpdesk / Support Engineer (L1/L2/L3)	<ul style="list-style-type: none"> Provide ITIL-based ticketing and incident management Define SLAs, handle escalation and RCA Conduct DR drills and provide technical support
11.	Application/Web Server Administrator	<ul style="list-style-type: none"> Manage Apache, NGINX, IIS configurations Tune runtime environments (PHP, JVM, Python, NodeJS) Configure load balancing and caching mechanisms
12.	QA/Testing Engineer (Automation & Load Testing)	<ul style="list-style-type: none"> Develop functional/load tests using Selenium, JMeter Integrate tests into CI/CD pipelines Validate application under peak load scenarios
13.	Technical Writer / Documentation Specialist	<ul style="list-style-type: none"> Maintain architecture diagrams, SOPs, audit logs Document DR plans, compliance reports, configurations Generate stakeholder dashboards and reports
14.	AI/ML Ops Engineer	<ul style="list-style-type: none"> Build predictive observability models, anomaly detection, integrate self-healing workflows
15.	Business Analyst / IT Strategy Consultant	<ul style="list-style-type: none"> Facilitate workshops, map business goals to tech solutions
16.	Storage Specialist	<ul style="list-style-type: none"> Manage SAN/NAS, deduplication, performance tuning

9. Indicative key deliverables of the project

The empanelled agency will be expected to deliver the following:

- Comprehensive IT infrastructure management plans including monitoring, maintenance, and backup strategies.
- Data migration and transformation reports outlining the process and any challenges encountered.
- Cloud migration strategy and implementation roadmap.
- Application modernization reports with timelines and success criteria.
- Security and performance optimization reports with recommendations and results of the implemented strategies.
- Regular observability and performance metrics to ensure 24x7 uptime and system efficiency.

10. Responsibilities of the NICSI

- I. NICSI may provide all the required equipment and facilities at the location(s) where the manpower Services are to be deployed to enable Service Provider's employees to perform and deliver as per agreed Terms and Conditions of this RFE.
- II. The NICSI shall notify the Service Provider of any dishonest, wrongful, or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after NICSI becomes aware of them.
- III. The NICSI shall not be under any obligation for providing work to any of the personnel of the Service Provider after the expiry of the contract. The NICSI does not recognize any employee employer's relationship with any of the workers of the Service Provider.

11.Special Terms and Conditions of the Service

- I. The Service Provider should have a legal status, whether it will be a registered Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/ registration for carrying out such activity as well as having registration for income tax.
- II. The Service Provider shall ensure that all the relevant licenses/registrations/ permissions, which may be required for providing the services, are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the NICSI on demand.
- III. Consortiums and subcontracting are not allowed for the scope of this tender.
- IV. All the deployed requisite manpower as per the terms and conditions of the Bid must be employee of the Service Provider.
- V. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the NICSI.
- VI. The NICSI or its representative shall have the right to inspect and/or to test the Services/ Solution/ Technology to check their conformity to the contract Specifications at no extra cost to NICSI.
- VII. The NICSI and the user department will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the NICSI or Authorized representatives would not be liable or responsible for in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
- VIII. The Service Provider shall be required to keep the NICSI updated about the change of address, change of the Management etc. from time to time.
- IX. The NICSI and the user department shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the NICSI, emergencies, exempted.
- X. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

- XI. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the NICSI and project coordinators so that optimal services of the persons deployed could be availed without any disruption.
- XII. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the NICSI or Authorized representatives.
- XIII. The NICSI or Authorized representatives shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- XIV. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- XV. In case a deployed person leaves the job in between (because of unsatisfactory performance or any other reason) or is absent for 3 consecutive days without any information to the NICSI, then an alternate equivalent resource is to be deployed by the Service Provider with immediate effect. NICSI will not make any payment for the duration when the required services are not rendered by the appointed agency.
- XVI. The Service Provider should furnish copies of all appointment documents of the deployed manpower to NICSI for its records from time to time.
- XVII. Retaining a candidate deployed by the Service Provider shall be the prerogative of NICSI and no resource change shall be made without written consent of the concerned Project Coordinator of the NICSI.
- XVIII. In the event of the service provider or the concerned division of the company being taken over/bought over by another company, it shall be ensured in the negotiation for their transfer that all the obligations under the agreement with NICSI, are passed on for compliance by the new company/new division.
- XIX. For the manpower deployed, The Service Provider will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature and two passport size photographs and furnish this details/information to NICSI at the time of deployment or soon thereafter as the case may be.
- XX. This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However, in case if any condition specified in

General Terms and Conditions is contradicted by the condition stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

- XXI. The NICSI and its authorized representatives stands indemnified of all legal obligations, past/present/future, of the service provider with its professionals/resources deployed to NICSI and its authorized representatives.
- XXII. The NICSI stands absolved of any liability on account of death or injury sustained by the staff deployed by the Service Provider during the performance of the contract and for any damages or compensation due to any dispute between the Service Provider and its staff so deployed.

12.Payment Terms and Schedule

- a) Payment will be made in Indian Rupees only.
- b) The payment to the agency will be made on i.) monthly basis depending upon the actual duration of services rendered at User Office after availing service. ii) Milestone basis – on completion of milestone.
- c) The agency will submit pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly/milestone basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- d) Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or RFE conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- e) The empanelled agencies will provide service all over India. If a resource has to undertake a tour in the interest of the project with the prior approval of the user's project head, the TA/DA in the form of OPE will be applicable. The Out-of-Pocket Expenses (OPE) will be reimbursed on production of original documents. Each work order will be considered a project and OPE shouldn't exceed 15% of the work order value.
- f) TA/DA shall be payable directly by the client on production of travel documents in original and prior approval of competent authority for undertaking such tour in

project interest. TA/DA component reimbursement shall be limited to entitlement of Govt. of India Group-B Officers or as agreed with user. However, no TA/DA is admissible for the deployment of agency resources on projects anywhere in India.

- g) GST would be paid extra as may be applicable from time to time.
- h) It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICS along with Vendor Invoices for the processing of the bills.
- i) In case the submission of monthly bills to NICS is delayed by the agency beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICS is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to the respective agency.
- j) Pre-receipted bills shall be submitted in triplicate in the name of:

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

13. Bid Submission

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

Packet Number	Documents to be Uploaded	Packet File Format
Packet 1 – Technical Bid	<p>The files should be saved in a PDF version as “packet1<BidderName>”.pdf</p> <p>Scanned copy of Covering Letter in Company Letter Head as per ANNEXURE COVERING LETTER FOR BID duly sealed & signed.</p> <p>Scanned copy of Bid Securing Declaration Form duly sealed and signed as per the format mentioned in ANNEXURE</p>	PDF

Packet Number	Documents to be Uploaded	Packet File Format
	<p>FORMAT FOR BID SECURING DECLARATION FORM</p> <p>Scanned copy of Original Power of Attorney letter in a Non-Judicial Stamp Paper of at-least Rs.100/- or Board Resolution in Letter Head in original in case of Registered Limited Companies</p> <p>Or</p> <p>Original Authorization in Letter Head in case of Partnership Firm</p> <p>Or</p> <p>Original Self Certificate in Letter Head in case of Proprietorship naming/indicating the person authorized to sign the bid.</p> <p>Scanned copy of Bidder's profile as per ANNEXURE Bidder's profile duly filled in, signed and stamped along with all supporting documents.</p> <p>Scan copy of duly filled signed and stamped Eligibility Compliance Sheets as per ANNEXURE and all the supporting/mandated documents and Annexures required for eligibility criteria.</p> <p>Scan copy of duly filled signed and stamped Technical Compliance sheets as per ANNEXURE and all the supporting/mandated documents and Annexures required for technical evaluation of the bid as per the evaluation criteria.</p> <p><i>Note: The PDF file not containing the above documents or containing the financial bid in the</i></p>	

Packet Number	Documents to be Uploaded	Packet File Format
	<i>explicit/implicit form will lead to rejection of the bid.</i>	
Packet 2 – Financial Bid	<p>Financial Bids to be uploaded as: - As per BoQ: GTV Financial Bid as per ANNEXURE: ABRIDGED FINANCIAL BID (in .xls format)</p> <p>And</p> <p>Detailed financial bid as per ANNEXURE: Detailed Financial Bid (in .pdf format). The Detailed Financial Bid scanned pdf files, then should be saved in a RAR '<i>Detailed Fin <Bidder's Name></i>'.RAR</p> <p><i>Note: All the bids documents duly signed by the authorized signatory of the company and stamped with company seal.</i></p>	.XLS & .RAR

14. Exit Management

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

15. Penalty for Non-Performance

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

16. Instructions to Agencies

16.1. Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFE documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications.
2. The response to this RFE should be full and complete in all respects. Failure to furnish all information required by the RFE documents or submission of a proposal not substantially responsive to the RFE documents in every respect will be at the Bidder's risk.

16.2. Proposal Preparation Cost

1. The bidder is responsible for all costs incurred in connection with participation in this RFE process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NICSI to facilitate the evaluation process. NICSI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the overall process.
2. This RFE does not commit NICSI to award a contract or to engage in negotiations.
3. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this proposal.
4. All materials submitted by the bidder become the property of NICSI and may be returned completely at its sole discretion.

16.3. Signing of Communication to NICSI

All the communication to NICSI including this RFE and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the RFE proposal.

16.4. Pre-proposal Conference

1. NICSI shall hold a pre-bid meeting with the prospective bidders through VC on the date as defined in the fact sheet.
2. The Bidders will have to send their queries for Pre-proposal conference to Tender Division, National Informatics Centre Services Inc., Ground Floor, 15 NBCC Tower, Bhikaji Cama Place, New Delhi-110066 through email tender-nicsi@nic.in.
3. All queries to be raised in the pre-proposal conference will relate to the RFE alone

and no queries related to Scope of work of the agency, payment terms and mode of selection will be entertained.

4. The Preproposal queries for the Request for Empanelment for Shortlisting of Agency for the project shall be submitted in the format mentioned in the **Annexure 19** of this document.

16.5. Bidder inquiries and NICSI responses

1. All enquiries / clarifications from the bidders, related to this RFE, must be directed in writing exclusively to the contact person notified in this RFE document.
2. The preferred mode of delivering written questions to the aforementioned contact person would be through email. Telephone calls will not be accepted. In no event will the NICSI be responsible for ensuring that bidders' inquiries have been received by NICSI.
3. After distribution of the RFE, the contact person notified by NICSI will begin accepting written questions from the bidders. NICSI will endeavor to provide a full, complete, accurate, and timely response to all questions raised during Pre-Proposal conference. However, NICSI makes no representation or warranty as to the completeness or accuracy of any neither response, nor does NICSI undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all.

16.6. Amendment of RFE Document

1. 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 RFE Document by an amendment.
2. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend the last date for the receipt of Bids.
3. The bidders are allowed resubmit their bid- if required, after such amendments.

16.7. Supplemental information to the RFE

If NICSI deems it appropriate to revise any part of this RFE or to issue additional data to clarify an interpretation of provisions of this RFE, it may issue supplements to this RFE. Any such corrigendum shall be deemed to be incorporated by this reference into this RFE.

16.8. NICSI's right to modify submission deadline

NICSI may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum published which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

16.9. NICS's right to terminate the process

1. NICS may terminate the RFE process at any time and without assigning any reason. NICS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFE does not constitute an offer by NICS. The bidder's participation in this process may result in NICS shortlisting the bidder to submit a complete technical and financial response to the RFE.

16.10. Submission of Responses

- 1 The bidders should submit their responses in the format given in this RFE document.
- 2 Bidders shall submit their duly completed proposals before the submission date as mentioned in the Factsheet.
- 3 All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the bidder.
- 4 The entire proposal shall be strictly as per the format specified in this Request for Empanelment and any deviation from the formats shall be rejected.
- 5 Any proposal received by the NICS after the above deadline shall be rejected.

16.11. Bid Securing Declaration (BSD) – only for Start-up or MSE category

- a. The bidders must submit the "Bid Securing Declaration Form" in the format provided in **ANNEXURE 19: FORMAT FOR BID SECURING DECLARATION FORM**. The form should be uploaded to the Portal as per the instructions in the bid submission section.
- b. Bids that do not include the Bid Securing Declaration Form/EMD in the prescribed format will be summarily rejected.

16.12. Earnest Money Deposit (EMD) Other than Startup and MSE

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

Beneficiary Name: National Informatics Centre Services Incorporated

Name of Bank: Union Bank of India

Branch: CGO Complex, Lodhi Road, New Delhi

IFSC CODE: UBIN0903710

A/c no. 520101263654539

- d. The bidders must submit the **original document of EMD**, in the form of Bank Guarantee (BG)/eBG form a scheduled commercial bank at NICSI HQ, Delhi within five days of closing time of Bid submission. NICSI accepts all standard BG format of the BG issuing bank.
- e. Copy of EMD document must be submitted along with Bid.
- f. If the EMD is not received within the stipulated time, the Purchaser reserves the right to immediately and summarily reject the proposal of the concerned bidder, without any further opportunity for correspondence.
- g. MSE agencies are exempted from EMD. These agencies need to submit Bid Securing Declaration (BSD) form as per **Annexure 19: Format for bid securing declaration form**.

16.13. Documents Comprising the Bid

The bids prepared by the Bidder shall comprise of all the documents as being asked for as per the short-listing criteria and annexures.

16.14. NICSI Rights to accept / Reject any or all Proposals

NICSI reserves the right to accept or reject any proposal, and to annul the shortlisting process and reject all responses at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for NICSI's action.

16.15. Empanelment

16.15.1. Signing of Contract

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

is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.

- m) During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the RFE terms and conditions are fulfilled.
- n) The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- o) NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- p) Reasons for rejecting the bid will be disclosed to a bidder only where enquiries are made.

16.15.2. Security Deposit for Empanelment

- a) The selected bidder(s) will submit the security deposit in the form of a Bank Guarantee or eBank Guarantee for the duration of the empanelment plus 15 months or extended period if any (with 15 months add on period), in favour of NICSI, New Delhi from any scheduled commercial bank.
- b) The Bidder shall furnish a Security Deposit of Rs.10,00,000/- (Rupees Ten Lacs) within 30 days of empanelment. No workorders will be issued till Security Deposit is furnished.
- c) There will be periodical performance review of the empanelled agencies. NICSI will have the right to forfeit the security deposit after issuing appropriate notice, if the empanelled agency fails to meet the terms and conditions of the RFE document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- d) Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default and forfeit Security Deposit.
- e) The Security Deposit should remain valid for a period of fifteen months beyond the date of completion of all contractual obligations of the supplier i.e. (Empanelment/Extension duration).
- f) In the event wherein the Empanelment is extended by NICSI beyond the stipulated period in the FACTSHEET, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment

by NICSI.

- g) The BG will be released without any accrued interest after the empanelment or execution of all pending POs whichever is later.

16.15.3. Empanelment Usage Fees

If any empanelled vendor intends to engage directly with any Government Department(s), Ministry(ies), Public Sector Undertaking (PSUs), Public Sector Bank (PSB) or other Government entity(ies) (hereinafter referred to as “User Department”) using this empanelment (for execution of projects or issuance of work orders/purchase orders), the empanelled vendor must obtain explicit prior written permission from NICSI. Upon granting such permission, NICSI shall levy a usage fee amounting to 5% of the total value of the order(s) placed by User Department to the empanelled vendor under this empanelment (rate contract). The empanelled vendor shall also be required to submit quarterly returns/reports detailing the work orders or sanction letters received by them directly from the User Department.

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

16.15.4. Performance Bank Guarantee (PBG)

- a) The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to 3% (Three Percent) of the Work Order/Purchase Order value.
- b) PBG will be in the form of a Bank Guarantee or eBank Guarantee/ Bank Guarantee in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- c) The PBG should remain valid for a period of 90 (Ninety days) beyond the date of completion of all contractual obligations of the supplier.
- d) The requirement to furnish a Performance Bank Guarantee (PBG) is waived for work orders where the final delivery date or resource deployment end date falls within one month from the date of the work order. Any liabilities arising from such work orders will be recovered from the security deposit.
- e) The Performance Bank Guarantee must be submitted after award of contract but before signing of contract for delivery-based assignments.
- f) Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the

contract.

- g) The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- h) NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- i) Empanelled agencies shall be required to give PBG within 28 days of issuance of PO by NICSI.
- j) In the event of default in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day delay with a Maximum penalty capping of PBG value. No payment against the PO will be made till PBG is submitted unless specifically waived off in accordance with applicable provisions.
- k) In the event wherein a PO is released by NICSI for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG within 28 days of issuance of the PO.

16.15.5. Information Security

- a) The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by NICSI, out of premises without prior written permission from NICSI.
- b) Service Provider acknowledges that NIC's business data and other NICSI proprietary information or materials, whether developed by NICSI or being used by NICSI pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to NICSI; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information.
- c) The Service Provider recognizes that the goodwill of NICSI depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage NICSI and that by reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement.

Service Provider shall use such information only for the purpose of performing the said services.

- d) The Service Provider shall, upon termination of this agreement for any reason, or upon demand by NICSI, whichever is earliest, return any and all information provided to Service Provider by NICSI, including any copies or reproductions, both hardcopy and electronic.
- e) The Appointed agency will not disclose any information, to anyone in any form about software, hardware, network topology, IP Schema, and network security policies of NICSI. Information disclosure to anyone shall be only with prior written consent of NIC/NICSI/User. For this, a separate “Non-Disclosure Agreement” ANNEXURE-19: Proforma for Non-Disclosure Agreement shall be signed within 1 week after receiving work order.

16.15.6. Placements of Workorders

- a) NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its clients
- b) Annual Business will be capped to 50% of the average annual consultancy turnover of last three audited financial years.
- c) User will be advised to give preference to the L1 bidder while placing orders.
- d) NIC/NICSI may place work orders for capacity augmentation till the last date of empanelment or extension period, for a period up to beyond one year from the last date of empanelment or extension period. No work order shall be placed after the date of empanelment or extension period.
- e) The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- f) On receipt of request from a User department, NICSI would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment.
- g) In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned.
- h) The Terms of Reference/ Scope of Work will be shared among all Empanelled agencies, and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed

envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, NICSI shall follow the Standard Operating Procedure (SOP) Office Order dated 24.12.2021 (available at <http://nicsi.nic.in/nicsiSOP>) or any new guidelines from time to time.

- i) The proposal of the selected agency along with necessary supporting document/ minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- j) Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.
- k) Change Order:
The client may request a change order ("Change Order") in the event of major change to the scope of Statement of Work/Purchase Order. Agency will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee.

17. Evaluation Criteria

i. Land Border Clause:

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

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

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

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

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

Bidders are required to submit a duly filled and signed certificate in the prescribed format as per **Annexure 19** confirming compliance with this requirement.

ii. Pre-Qualification Criteria:

NICSI shall open the technical bids and evaluate the bids with respect to the minimum eligibility criteria as tabulated below. The bidder shall submit self-assessed compliance to

the eligibility criteria checklist as pre-scribed in this RFE. Bids not conforming to any of the minimum eligibility criteria shall be outrightly rejected. NICS I may ask bidder(s) for additional information to verify claims made in their eligibility document, at any point of time before opening of the technical bid.

Sl. No.	Proposed Criteria	Supporting Document
1	<p>The service provider should be a company registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under Society Act. with their registered office in India for the last 5 Years.</p> <p>Must have a valid PAN, GST Registration, EPF registration, ESIC Registration, State Labour Registration, as applicable.</p>	<ul style="list-style-type: none"> • Certificate of Incorporation • Copy of PAN • GST Registration • Copies of Memorandum of Association • EPF registration/ESIC Registration/ State Labour Registration • MSME Registration Udyam • Start-up registration certificate
2	<p>The Bidder should have positive net worth in the last three financial years (FY 2021-2022, 2022-2023, 2023-2024) or FY 2022-23,2023-2024 and 2024-25 (if audited).</p>	<p>Audited financial statements & CA Certificate for positive Net Worth in any one FY in the last three financial years.</p>
3	<p>The Bidder should have a minimum annual average turnover of Rs 40 crore from Managed Services- Data Centre IT infrastructure, DevOps, Application Support and Maintenance Services in last three Financial Years.</p> <p>(For Start-up/MSE the annual turnover should have up to 10 Cr in last three financial years)</p> <p>Note: Turnover from supply of Hardware/IT infrastructure shall not be considered.</p>	<p>Proof of Average Annual revenue in the last three financial (Form 4 Annexure 19) years (FY 2021-2022, 2022-2023, 2023-2024) or FY 2022-23,2023-2024 and 2024-25 (if audited).</p> <p>duly certified by a Statutory Auditor or Chartered Accountant (CA).</p>
4	<p>The bidder must have successfully completed at least two managed services or application service-related projects, as per the “Scope of Work,” for any</p>	<ul style="list-style-type: none"> • Citation as per format specified in Form 3 Annexure 19. • Summary of Technical

Sl. No.	Proposed Criteria	Supporting Document
	<p>Government/PSU/Bank/Corporate in India, with each project valued at Rs 2 crore or more, in each of the last three financial years from the date of bid publication.</p> <p>For MSE/Start-up: At least 2 projects of Rs 1 Cr for each of last 3 years from the date of bid publication</p> <p>(FY 2022-23,2023-2024 and 2024-25)</p>	<p>Citations as per format specified in Form 2 Annexure 19</p> <ul style="list-style-type: none"> • Work Order + Completion Certificate / Receipt of all payments certified by CA <p>If required, the TEC may ask for more details.</p>
4	The Bidder should hold a valid CMMi Level 3 or above and ISO 9001, ISO 27001 certificate (s) for working in software development and support.	Copy of valid Certification (Agency must certify that all the units of Agency's organization related to this Bid holds this certificate)
5	<p>The Bidder must have at least 100 technical resources on the organization's payroll for the last three financial years.</p> <p>Note: The Bidder must have at least 25 employees with minimum qualification – B. Tech/B.E./MCA/ Redhat Certified continuously on its rolls from the past one year.</p>	An undertaking / self-declaration duly signed (with Organization seal), by the HR Head/CA/CS/Authorized Signatory
6	A Power of Attorney / Board Resolution in the name of the person signing the tender	Original Power of Attorney / Board Resolution Copy on a non-judicial stamp paper
7	<p>Mandatory Undertaking:</p> <p>Firm should:</p> <ul style="list-style-type: none"> • Not be insolvent • Not have been convicted of any criminal offense • Not have been blacklisted by a central/Government institution 	The firm shall furnish an undertaking duly attested by notary on a non-judicial stamp paper of value INR100/- (Rupees One Hundred Only)

Sl. No.	Proposed Criteria	Supporting Document
	<p>/PSU/Government Bodies /Autonomous Bodies/Private Sector on the date of bid submission.</p> <ul style="list-style-type: none"> Comply with requirements of Registration under contract labor (Regulation & Abolish) Act, wherever applicable 	

iii. Technical Evaluation Criteria

S. No.	Parameter	Criteria	Documents Required	Max. Marks
1.	Financial Turnover	<p>The Bidder should have a minimum annual average turnover from Managed Services- Data Centre IT infrastructure, DevOps, Application Support and Maintenance Services in last three Financial Years from the date of bid submission.</p> <p>(FY 2021-2022, 2022-2023, 2023-2024) or FY 2022-23,2023-2024 and 2024-25 (if audited).</p> <p><u>INR 40+ Crores to INR 50 Crores: 5 marks</u></p> <p><u>INR 50+ Crores to INR 60 Crores: 10 marks</u></p> <p><u>INR 60+ Crores: 15 Marks</u></p> <p><u>MSE/Startup turnover:</u></p> <p><u>INR 10+ Cr to INR 15 Cr: 5 marks</u></p>	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for the last 3 financial years from the date of bid submission.	15

S. No.	Parameter	Criteria	Documents Required	Max. Marks
		<p><u>INR 15+ Cr to INR 20 Cr: 10 marks</u></p> <p><u>INR 20+ Cr: 15 marks</u></p> <p><u>Note:</u> Turnover from supply of Hardware/IT infrastructure shall not be considered.</p>		
2.	Projects/ Work	<p>The bidder must have successfully completed infrastructure and application service-related projects, as per the “Scope of Work”, for any Govt./PSU/Bank/Corporates in India each of Rs. 2 crore or more in the last Three financial from the date of bid submission.</p> <p><u>Minimum 2 Projects: 5 marks</u></p> <p><u>2+ Projects to 5 Projects: 10 marks</u></p> <p><u>5+ Projects: 15 marks</u></p> <p><u>MSE/Startup:</u> The bidder must have successfully completed infrastructure and application service-related projects, as per the “Scope of Work” for any Govt./PSU/Bank/Corporates in India each of Rs. 1 crore or more in the last three financial from the date of bid</p>	<ul style="list-style-type: none"> • Citation as per format specified in Form 3 Annexure 17. • Summary of Technical Citations as per format specified in Form 2 Annexure 17 • Work Order + Completion Certificate / Receipt of all payments certified by CA 	15

S. No.	Parameter	Criteria	Documents Required	Max. Marks
		<p>submission.</p> <p><u>Minimum 2+ Projects: 5 marks</u></p> <p><u>2+ Projects to 5 Projects: 10 marks</u></p> <p><u>5+ Projects: 15 marks</u></p> <p>Note 1: Value of Work Order will be considered as inclusive of all taxes.</p> <p>Note 2: Subsequent Work Orders, in continuation of existing Work Orders, for any Project will be considered as a single W/O</p>		
3.	Technical Manpower Strength of Bidder	<p>Present strength of manpower (permanent employees) on the Service Provider's payroll, as on bid submission date</p> <ul style="list-style-type: none"> <u>100 to 125 manpower - 10 marks,</u> <u>125 to 150 manpower – 15 marks,</u> <u>more than 150 manpower – 20 marks</u> <p>Note1: Bidder will be considered only in one of the above-mentioned categories.</p> <p>Note 2: Manpower of subsidiaries companies will not be considered.</p>	An undertaking / self-declaration duly signed (With organization seal), by the HR Head/ CA/ CS/ Authorized Signatory	20
4.	Certifications	The Bidder will be awarded marks for certifications accordingly:	Copy of valid certificate(s) in the name of The Bidder	10

S. No.	Parameter	Criteria	Documents Required	Max. Marks
		I. CMMi Level 3 and above– 6 Marks AND ISO/IEC 27001:2013 – 2 Marks II. ISO 9001:2015/ 20000:2011– 2 Marks	attested by the authorized signatory of the organization	
5.	Presentation	<ul style="list-style-type: none"> • Bidder's understanding level of the scope of work • Project Management Methodology including Migration of existing application to cloud • Project Management Methodology for the O&M Phase • Bidders' awareness of the risks in the project 	Technical Presentation	40
Total				100

Note:

1. RFEs will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this document.
2. NICSI reserves the right to physically verify the office, or any document provided by the bidder in the way NICSI desires
3. All the aforementioned documents must be signed and stamped before uploading on the e-tender portal.
4. RFE response must be properly serial numbered and indexed.

18. Bid Evaluation

- a) NICSI will constitute a RFE Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFE and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.

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

18.1. Original/Detailed documents

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

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

18.2. Evaluation Process

18.2.1 Stage – 1: Pre-Qualification

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

18.2.2 Stage – 2: Technical Qualification and Presentation

- a) Only bidders who satisfy all the conditions of the eligibility criteria completely will be considered for further technical evaluation.
- b) The TEC will further evaluate the documents of the eligible bidders as per the Technical Compliance sheet as per the technical evaluation criteria.
- i. If required by the TEC, the bidders shall also assist the TEC in getting relevant information from the bidders' references. Agencies failing to adhere to the specified time limit will not be considered for further evaluation.
- ii. 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. NICS I will bear all expenditure of the TEC visits.
- iii. In order to qualify in the Technical Evaluation, a bidder must obtain a minimum score of 70 % of the total marks in the Technical Evaluation Criteria.
- iv. Financial bids of only the technically qualified bidders will be opened.

18.3. Financial Evaluation

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

- a. On a designated day and time, the Abridged Financial Bids of only those Bidders satisfying all conditions of the eligibility criteria and have passed the Technical Evaluation Stage will be opened electronically in the presence of the representatives of the technically qualified bidding companies.
- b. The lowest quoting vendor (L1) will be the bidder with the lowest Gross Total Value (GTV) among all the quoted GTV in the Abridged Financial Bids. In case of tie of GTV, the bidder with higher consultancy turnover will be declared L1.
- c. The detailed financial bid Detailed Financial Bid of only the L1 bidder shall be opened and will be evaluated by a duly constituted Finance Evaluation Committee (FEC).

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

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

19. Annexures

Note: Bidders must fill and submit these forms as prescribed formats in this RFE only.

19.1 Compliance Sheet for Technical Proposal

#	Section heading	Details	Compliance (Yes/No)	Reference & Page No
1.	Covering letter	As per format provided in Form 1, Annexure 19		
2.	Firm Eligibility Criteria	<ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum and Article of association • Registered Partnership Deed 		
3.	Details of Firm valid PAN and a registration number for GST	<ul style="list-style-type: none"> • Copy of PAN card • Copies of relevant GST registration certificates 		
4.	Details of firm valid EPF and ESIC registration.	<ul style="list-style-type: none"> • Copy of EPF registration certificate. • Copy of ESIC registration certificate. <p>If exempted, valid proof should be provided.</p>		
5.	Annual Turnover	As per format provided in Form 4 Annexure 19		
6.	Summary of Bidder's Experience	Summary of technical citations as per Format Provided in Form 2 Annexure 19		
7.	Citations as per Experience (Bidder)	Citation needs to be provided as per format provided in Form 3 Annexure 19		
8.	Quality Certifications	Copy of the certificates which will be valid as on the date of Bid submission		
9.	Man-Power Undertaking	An undertaking / self-declaration duly signed		

#	Section heading	Details	Compliance (Yes/No)	Reference & Page No
		(with organization seal), by the HR Head/ CA/ CS/ Authorized Signatory		
10.	Power of Attorney / Board Resolution in the name of the person signing the tender.	Original Power of Attorney / Board Resolution Copy on a non-judicial stamp paper		
11.	Mandatory Undertaking	Undertaking duly attested by notary on a non-judicial stamp paper of value INR100/- (Rupees One Hundred Only)		
12.	EMD/ Bid Securing Declaration	Scanned copy of EMD / Bid Securing Declaration Form as per annexure 19.		
13.	Bidder Profile	Details of bidders as per annexure format 19		
14.	Land Border Compliance Certificate	Land Border Compliance Certificate as per Annexure 19		
15.	Proforma for NDA	As per Annexure 19		

19.2 Form 1: Format for Covering Letter

(To be submitted on the letter head of the bidder)

To

Tender Division,
National Informatics Centre Services Inc.
Ground Floor, 15 NBCC Tower, Bhikaji Cama Place,
New Delhi-110066

Subject: Submission of Proposal for RFE dated<<...>>

Dear Sir,

We, the undersigned, offer to provide services for Managing IT Infrastructure Services, Application Modernization and Digital Transformation.

Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name and Address		
Name		
Mobile		
E-mail		

3) We are hereby submitting our Request for Empanelment as a soft copy through email. We understand you are not bound to accept any Proposal you receive.

4) We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NICSI is true, accurate, verifiable and complete. This response includes all information

necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

5) We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process or unduly favours our company in the short-listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, to provide Services for the Project.

6) We agree to abide by the conditions set forth in this RFE

7) 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.

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:

19.3 Form 2: Summary of Citations for Evaluation Criteria

Summary of Citations for Technical Evaluation						
#	Assignment Name	Award Date (Month/Year)	Government (Center / State)/ PSU / Global	Status (Complete / Partially Complete)	Domain	Value of the Assignment (INR)
1						
2						
3						
4						

Note: Please note in case the project is partially complete, the realized value of the project as on date of submission of proposal shall be considered. The same needs to be supported by Statutory Certificate by Auditor / CA Certificate

19.4 Form 3: Bidder's Experience – Citations for Evaluation Criteria

Following table shall be filled with the details of the Bidder

Citation Format for Technical Evaluation		
#	Item	Bidder's Response
1	Name of Bidder entity	
2	Assignment Name and Brief Description	
3	Name of Client and Address	
4	Contact Details (Contact Name, Address, Telephone Number)	
5	Approximate Value of the Contract	
6	Duration of Assignment (months)	
7	Award Date (month / year)	
8	Completion Date (month / year)	
9	Details of Work that defines the scope relevant to the requirement specifying Proposed Product / Solution / criteria (for which citation has been provided)	
10	Documentary Evidence attached	

19.5 Form 4: Firm Average Annual Turnover

Using the format below provide information on the turnover of your firm, duly certified by the Chartered Accountant/Auditor.

Turn over for the Period of (FY 2021-2022, 2022-2023, 2023-2024) or FY 2022-23, 2023-2024 and 2024-25 (if audited)		
Financial Year	Annual turnover from Managed Services- Data Centre IT infrastructure, DevOps, Application Support and Maintenance Services (INR Crore)	Annual Turnover from overall business (INR Crore)
Average Annual Turnover		

Note: Supporting documents to be attached:

- Audited financial statements of the Bidder from financial years (Only main/relevant pages of Balance Sheet and P & L; without schedules; to be provided. Documents to have evidence of signing by Auditors).
- The turnover data shall be consistent with the Audited Balance Sheets/P&L

Place:

Date:

Seal and signature of the bidder

Seal & signature of Chartered Accountant/Auditor (with UDIN)

19.6 Format for submission of Pre-bid Queries

The queries should necessarily be submitted in the following format in **EXCEL sheet** only:

Bidder's request for clarification		
Name & address of the bidder submitting request	Name and position of person submitting request	Contact details of the organization / authorized representative
		Telephone:
		Mobile:
		E-Mail:

S. No	Bid reference			Content of bid requiring clarification	Points of clarification required
	Section	Page #	Clause #		

19.7 Format for Bid Securing Declaration Form

(To be submitted on Non-Judicial Stamp paper of
minimum Rs. 100)

Date: _____

RFE No. NICS I.....

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

19.8 Project Execution Models

1. Model – 1: Capacity Augmentation

- I. Communication for initiating the project from Ministry/Department
- II. Preparation of Terms of Reference (TOR) indicating nature of work, duration, resources re-quired, place of deployment, reporting officer, deliverables, selection criteria etc. for hiring the services of resources from empaneled bidders
- III. Constitution of Project Review Committee (PRC) and/or other such committees by Ministry/Department with members from NIC, NICSI as well
- IV. Approval of TOR by Ministry/Department
- V. Raising of PI by NICSI to Ministry/Department for release of funds
- VI. Transfer of Funds as per PI to NICSI by Ministry/Department
- VII. Circulation of resource requirement/TOR to empanelled bidders by NICSI
- VIII. Selection of resources from empanelled bidders by PRC
- IX. Intimation of empanelled bidder of the selected resource, kind of resource, date of joining and duration by Ministry/Department to NICSI
- X. Order placement by NICSI to be selected empanelled bidder(s)
- XI. Deployment of resources by empanelled agency and their joining at designated places
- XII. Preparation of Monthly Performance Report (MPR) format for each deployed resource indicating key performance indicators likely to be achieved during the period of deployment
- XIII. MPR as per Monthly Performance Report – Resource submission by Re-reporting Officer for resources indicating the KPIs achieved
- XIV. Raising of monthly bills along with MPR by empanelled bidder to NICSI for release of payment as per Work Order
- XV. Project Closure on its completion by NICSI

2. Model – 2: Deliverable based Assignment

- I. Communication for initiating the project from Ministry/Department
- II. Preparation of Terms of Reference (TOR) indicating nature/scope of work, supporting documents, duration, place of deployment, milestones, deliverables, selection criteria etc. for deliverable based consulting assignment from empanelled bidders
- III. Constitution of Project Review Committee (PRC)/ Nodal Officer and/or other such committees by Ministry/Department with members from NIC, NICSI as well
- IV. Approval of TOR by Ministry/Department
- V. Circulation of TOR along with supporting documents to empanelled bidders by NICSI
- VI. Selection of bidder and cost as per selection criteria defined in TOR by PRC/ Nodal Officers.
- VII. Approval of Committee Minutes by Ministry/Department
- VIII. Raising of PI by NICSI to Ministry/Department for release of funds
- IX. Transfer of Funds as per PI to NICSI by Ministry/Department
- X. Order Placement by NICSI to be selected bidder

- XI. Deployment of resources, if required, at designated places, finalization of Milestone Performance Report (MPR) indicating milestones, deliverables, key performance indicators, quality parameters for deliverables etc.
- XII. Project Execution by selected bidder under the guidance of PRC.
- XIII. MPR submission by Reporting Officer to bidder at the end of each milestone based on PRC review
- XIV. Raising of bills along with MPR by empanelled bidder to NICS I for release of payment as per Work Order
- XV. Sign-off by Ministry/Department
- XVI. Project Closure on its completion by NICS I

19.9 Land Border Compliance Certificate

(On the letterhead of the Bidder)

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)

19.10 Proforma for Non-Disclosure Agreement

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

NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned Service Provider, _____, having our principal place of business/ registered office at _____, are desirous of providing services under the terms and conditions as stipulated under RFE No. dated <dd-mm-yyyy> “Empanelment of Agencies for Managing IT Infrastructure Services, Application Modernization and Digital Transformation” (hereinafter called the said 'RFE') to NICSI, having its office at HALL NO. 2&3, 6TH FLOOR, NBCC TOWER, 15 BHICAJI CAMA PLACE, NEW DELHI – 110066., hereinafter referred to as 'Purchaser' and,

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

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

It is hereby agreed as under:

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

- a. the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. information in the public domain as a matter of law;
- c. is obtained by the Service Provider from a third party without any obligation of confidentiality;
- d. the Service Provider is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

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

- 3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the RFE process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFE and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.
- 4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the RFE process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may

require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the RFE process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded,

in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party any Confidential Information or the contents of this RFE without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(Service Provider)

Authorised Signatory

Office Seal:

Name:

Place:

Designation:

Date :

19.11 Bidder's Profile

<On Company's Letter Head>

Sr. No	Details	
1.	Name of the Bidder (in CAPITAL letters only):	
2.	Date of Incorporation in India as:	
3.	Registration No:	
4.	Complete Address with PIN:	
5.	Contact Person Name:	
6.	Designation:	
7.	Telephone	
8.	Fax	
9.	E-mail	
10.	Goods & Service Tax No. (GSTN)	
11.	Whether Bidder is Micro/Small Enterprise: (Yes/No)	If yes, a) Type of Enterprise: _____
12.	PAN No.	
13.	Whether Bidder is blacklisted: (Yes/No)	
14.	Whether any Litigation Arbitration/ proceeding: (Yes/No)	

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

Signature (Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

19.12 Abridged Financial Bid

Name of the Bidder:

Gross Total Value (GTV)

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

Note:

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

19.13 Detailed Financial Bid

DETAILED FINANCIAL BID

Name of the Agency: _____

Sl. No	Profile Re-sources with Experience	Man-Month Rate of the agency (without tax) (R)	Multiplication Factor (f)	Total (R*f)
	1	2	3	4=2*3
1.	Indicative Profiles as per Section 8 (15 years & above)		4	
2.	Indicative Profiles as per Section 8 (10 years and < 15 years)		18	
3.	Indicative Profiles as per Section 8 (6 years and < 10 years)		16	
4.	Indicative Profiles as per Section 8 (3 years and < 6 years)		24	
5.	Indicative Profiles as per Section 8 (1 yr and < 3 Yrs)		20	
Sum of Column (4) of Rows Sl. No. 1 to 5				X

As calculated above, the calculation for GTV is:

GROSS TOTAL VALUE (X) =

Grand Total Value (X) in figure= Rs. _____

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

.....

Authorized Signatory

Name

Date:

Place

Company Seal

Important Note:

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