No. 10(32)/2021-NICSI
NATIONAL INFORMATICS CENTRE SERVICES INC.
(A Government of India Enterprise under NIC)
MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY
Hall No. – 1st Floor, NBCC Tower
15, Bhikaiji Cama Place, New Delhi: - 110 066
Phone: 91-11-22900534 /35 Fax: 91-11-26105212
Email: tender-nicsi@nic.in

Date:- 12.05.2022

CORRIGENDUM-V

TENDER NO: NICSI/Application and Website Development/2021/20 Tier-2

Refer NICSI's open tender no. NICSI/Application and Website Development/2021/20 for Empanelment of agencies for Design, Development, Implementation and Maintenance of Application Software and Website (Tier-2).

1. The modification in respective section of RFP have been incorporated through this corrigendum.

2. A Revised Tender Document published through this corrigendum supersedes the earlier published tender document/Revised Tender Document.

3. All bidders are requested to submit their bids as per this Revised RFP Document.

Revised Tender Document (As on 12 May 2022) is attached herewith.

File No. 10(32)/2021-NICSI

National Informatics Centre Services Incorporated

(A Government of India Enterprise under NIC)

Ministry of Electronics & Information Technology (MeitY)

Government of India

Revised

(As on 12 May 2022)

Request for Proposal

for

Empanelment of Agencies

for

Design, Development, Implementation and Maintenance of Application Software and Websites_Tier-2

TENDER NO. NICSI/Application and Website Development/2021/20

1st FLOOR, NBCC TOWER,

15 BHIKAJI CAMA PLACE,

NEW DELHI – 110066.

TEL – 011-22900534/35,

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DISCLAIMER

The sole objective of this document (Request for Proposal or RFP) is to solicit Techno commercial offers from interested parties for taking part in the empanelment process leading to empanelment of vendor(s) for the scope of work as mentioned in this document. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by NICSI or any of their employees, including deputed officials/contractual staff, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary, obtain independent advice from appropriate sources.

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

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

NICSI representatives, its employees including deputed officials/contractual staff, agents and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Some of the activities listed to be carried out by 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, in the best interests of NICSI.

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

1 FACTSHEET

Tender No.	**NICSI/ Application and Website Development/2021/32**
Name of Organization	National Informatics Centre Services Inc. (NICSI)
Tender Type	Open Tender
Tender Category	Services
Type of Contract	Empanelment
Service Category	Design, Development, Implementation and Maintenance of Application Software and Website. (TIER-2)
Contract (Empanelment) Period	**Three (3) years** from the date of contract awarded and further **One (1) year** (conditional).
Vendor Panel Size	**Tier-2:** Up to **15 (Fifteen)** Vendors
Bid Securing Deposit	**Bid Securing Declaration Form**
Bid Validity	**120 days** from the last date of bid submission
~~Date of Publication~~	~~**24.04.2022** at e-procurement portal site https://etenders.gov.in~~
~~Pre-Bid queries submission last date:~~	~~**04.04.2022 till 17:30 Hours (Pre-Bid queries to be submitted as mentioned in RFP document)**~~ ~~***Note***: *Bidder who had* ***sent their request to participate***, *through e-mail (tender-nicsi@nic.in), will only be allowed to attend the Pre-bid Meeting.*~~
~~Pre-bid Meeting Date & Venue:~~	~~**06.04.2022 at 11:30 Hrs** through **Video Conferencing (VC).**~~
Last date and time for Bid Submission	**18.05.2022 at 15:00 Hrs.** Proposals that are received late WILL NOT be considered
Opening of Bids	**19.05.2022 at 15:30 Hrs.**
Opening of Financial Bids	Will be **informed later** after technical bid evaluation
Number of Packets	Two packets online bid submission as under: **Packet-1: Technical Bid** (Bid Securing Declaration/Eligibility and Technical Bid) **Packet-2: Financial Bid** (Abridged Financial Bid)
Re-Bid Submission allowed?	**Yes (**Before last date of bid submission)
Bid Withdrawal allowed?	**Yes (**Before last date of bid submission)
Address for Communication	**Tender Division NICSI** National Informatics Centre Services Inc. 1st Floor, 15 NBCC Tower, Bhikaji Cama Place, New Delhi-110066 Email: tender-nicsi@nic.in Phone: 011-22900525/534/535

2 INTRODUCTION

This document is a Request for Proposal (RFP) to **Empanelment of Agencies for Design, Development, Implementation and Maintenance of Application Software and Websites**. The purpose is to empanel reputed firms having relevant experience to deliver as per the requirement of NICSI/NIC and/or its client.

To ensure continued support to the projects undertaken by NICSI, it proposes to empanel vendors having proven expertise in System Study, Design, Development, Implementation and Maintenance of Web Portals, Web Enabled Applications, Web Sites and Mobile Apps development using latest available technologies like, Proprietary (.net etc.), Open Source (php, java, CMS Drupal etc.) or any other technology as per the requirements of the project and/or use of Common Minimum Framework (CMF), designed by NIC which may be used for the purpose or as per user requirement. The Website, Web Portals, Applications (Web & Mobile) so developed shall be device independent. In addition, it must be assured that all development(s) and enhancement(s) can be done at par with the best of industry standards in minimum span of time and maintenance of the same be done to the satisfaction of the client organization.

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

3 *ABOUT NICSI*

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

Main Objectives:

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

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

4 DEFINITIONS

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

- **"Application Software"** - refers to the Application development using any of the technology as per the requirements of the project. It may be client Server Application, stand-alone utility, Website/Web Application Development or Mobile application.
- "**Authorized Representative/Vendor**" shall mean any person/vendor authorized by NICSI.
- **"Bidder"** means the firm offering the solution(s), services and/or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful bidder called "Vendor", on whom NICSI places Work Order for Delivery of services.
- "**Client"** shall mean the department/organisation for which order(s) will be issued.
- "**Contract**" shall mean the Work Order placed by NICSI to successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- "**GFR"** shall means General Financial Rules
- **"DFPR"** shall means Delegation of Financial Rules
- **"Financial Year" (FY)** period from 1st of April till 31st of March of a year. **"NIC"** shall mean National Informatics Centre, New Delhi.
- **"FPP"** shall mean Fixed Price Project
- **"GOI"** shall mean Government of India
- **"HDM"** shall mean Hybrid Delivery Mode
- **"MeitY"** shall mean Ministry of Electronics & Information Technology
- "**NICSI**" shall mean National Informatics Centre Services Incorporated, New Delhi. The term NICSI includes successors and assigns of NICSI.
- **"Offices"** means any establishment described as a Registered Office, Corporate Office or Branch offices by the bidder.
- **"Party"** shall mean either NICSI or Bidder individually and "**Parties**" shall mean both NICSI and Bidder collectively.
- "**RFP"** shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by NICSI in respect of the RFP.
- "**Services"** means requirements defined in this document including all additional services associated thereto to be delivered by the Bidder.
- **"Site"** shall mean the location(s) for which the work has been allotted and where the services are to be delivered. It can be onsite or offsite as per the requirement of project/project manager.

- **"Specifications"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.
- **"T&M"** shall mean Time and Material project.
- **"TOR"** shall mean Term of Reference.

5 SCOPE OF WORK (INDICATIVE)

This tender is for the empanelment of vendors having proven expertise in System Study, Design, Development, Implementation and Maintenance of client/server software apps/tools, Websites/Portals, Web Enabled Applications, Web/Mobile Apps, APIs/microservices, data/contents preparation etc. The activities may include project management, gap analysis, requirement gathering, design, development, maintenance, testing, implementation, application migration, system integration, project execution/operations, training, documentation including translation etc.

The projects may use existing and latest available tools/technologies including tools/frameworks designed/developed by NIC, or any other technology as per the guidelines issued by MeitY/NIC/NICSI. Website/Application Software shall be designed, developed preferably on an Open-Source platform (as per project requirements). However, in certain specialized domains where Open-source solutions (OSS) meeting essential functional requirements may not be available or in case of urgent/strategic need to deploy lack of expertise (skill set) in identified technologies, the concerned Government Organization may consider exceptions, with sufficient justification. It is expected from vendors that they should have the requisite tools/licenses for the development available with them both in onsite and offsite cases. However, in such cases where proprietary solution is provided to the User Department (as per their requirement), besides the product cost as per this Empanelment, all necessary cost in meeting the expenses towards License/Operating System/Premium Support etc. (as applicable) after handing over the application/product by the vendor to the User Department, shall be borne completely by the concerned User Department.

Work Orders issued under this empanelment shall be based upon Turnkey (FPP) basis. However, project requirements, manpower can also be engaged on T&M basis or in hybrid mode on the rates finalized through this empanelment. Work order under this empanelment can be for the on-site/offsite project(s).

The application developed should be as per industry standard interface and capabilities (standards like ISO, XML, web services, APIs etc.) with compliance to policy/guidelines issued by NIC/MeitY.

The scope may include all the activities or a combination of activities along with indicative deliverables as mentioned under various sub-sections. However actual deliverables will depend upon project specific requirements and will be finalized in consultation with user department. These activities and development model may depend on project to project as defined in their specific TOR to be executed in Project, T&M or hybrid mode.

5.1 PROJECT MANAGEMENT

This activity includes project planning, schedule/milestones, deliverables, identification of development/operational methodology (such as using devops for agile, waterfall, etc.), configuration management, quality assurance, risk management, data governance etc. A project management methodology is a set of principles and practices that guide in organizing projects to ensure their optimum performance. Submission of Project Management plan is a key deliverable. Exception and regular periodic status reports may be submitted to concerned project manager. Revised plan may be prepared, if required.

5.2 SOFTWARE DEVELOPMENT LIFE CYCLE ACTIVITIES

1. Requirement Gathering

The understanding of requirements begins with discussions/meeting with stakeholders, study write-ups, forms, reports, process documents related to application to be developed. As a result, one or more requirement gathering documents are to be prepared for approval and going ahead with designing the application architecture. The documents to be delivered may be Stakeholder Requirements Specification (StRS), System Requirements Specification (SyRS), or Software Requirements Specification (SRS).

2. Design

To meet project requirements, an application may be required to be architect in terms of application/DB servers, tools/technologies to be used, and availability of existing solution/software, if any. In either case, user interface designs (navigation system, forms, screen layouts, reports, etc.) may be required to be created/customised, necessary algorithms/logic are documented/explained to software developers. The database schema will be required to be created; informational/error messages are drafted. In case of web services, necessary integration issues may also be required to address. All the designs are documented in form of Solution Architecture Document and System/Software Design Descriptions (SDD). During this stage, reusable components are required to identified for generalization/implementation in other systems with or without customization or configuration.

3. Development

Based on design, the source needs to be developed and reviewed to check implementation of standards and guidelines. The care is also to be taken to ensure that security audit issues are addressed well in advance. The unit testing may be carried out to validate the design descriptions and requirements. Errors found during the unit testing would be rectified. The source code should be handed over to NIC/User.

The front-end user interface should be such that it allows a user, even with limited expertise, to add, modify and remove content from a Web site/mobile app.

4. Testing

As per the requirement of the project, a test plan may be required to be prepared. Necessary test cases need to be prepared covering for integration testing and user acceptance test. Further, relevant modifications may be required to be perform based upon User Feedback, which may lead to UAT sign-off. Testers may identify defects by testing the software as per test case conditions for its success/failure conditions. The defects found during testing phase are accepted as bugs and removed by developers to come out with fault-free software. The test plan, process description and reports are to be delivered as a part of this activity.

5. Security Audit

The security audit process involves deployment of the application in staging environment followed by tool based to manual audit in multiple iterations till all the vulnerabilities are removed. During the iterations, the developers will be required to address audit issues and rectifies source. The activity should be performed by CERT-IN/NICSI empaneled application security auditors and submit Security Audit Certificates.

6. Quality Assurance

Ensure compliance with the "Guidelines for Indian Government Websites" (GIGW Version 2) https://guidelines.gov.in/. The site may also require STQC certification as per the requirements of the user department.

7. Developers' Training and Knowledge Transfer

The Developers' training program may include training and knowledge transfer to the NIC/User or their authorized developers for taking over the system. As per the requirement of the project, it may include source code, training kit, system manual, deployment guide, etc.

8. System Deployment

The necessary infrastructure may be setup and audited application should be deployed as detailed in system manual, deployment guide. After deployment, the system should be handed over to operations team.

9. Users' Training

The training program may include training to the user department to be enable them in using the system. As per the requirement of the project, it could include training plan, conducting training programs such as train the trainer, end-user classroom-based training, personalized training etc. Depending on the user specific role, specialized training may also be required to be conducted. Necessary documents such as attendance reports, feedback reports may be submitted to NIC/user department as per project requirements.

5.3 PROJECT EXECUTION/OPERATIONS

This phase starts after the deployment of audited software and database on production servers. The indicative list of activities is mentioned below which may vary from project to project. Depending on nature of activity, regular periodic status reports may be submitted to concerned project manager.

1. Server Administration

The activities may include system/database administration, scheduling alerts/messages, performance analysis, maintaining logs, system backups (OS level, DB backup/restore) including Disaster Recovery (DR Drills, Migration to DR site, bringing back to Production site, etc.).

2. Server Security

The servers need to be secured by mandating access through VPN/Firewall, hardening/fine tuning, anti-virus protection etc.

3. Application Security

The applications are to be secured with SSL certifications, encryptions, software updates/patches, WAF/IPS, regular security audits etc.

4. Data Security

The scope of work may include data security and its sharing as per approvals, policy/guidelines for respective projects.

5. Software maintenance

Towards maintenance of Websites/portals, Web/Mobile Applications, the activities may include software update, patch/version control, release note, defect repair/error removal, technical support, software enhancement, code optimization, etc.

6. Website/Application Management

It may include overall management in terms of its domain name registration, hosting, fine tuning, compliances (quality, security, audits etc.), contents, archival, responses/feedbacks etc. as per policy/guidelines.

7. System Migration

The existing websites/applications may be migrated/converted from old/existing to new platforms. It may include application, data, contents and other related integrations. The migrated platform should also comply with all quality/audit compliances.

8. System Integration

The applications may be integrated with messaging, SMS, payment, e-forms, Aadhaar, e-sign, social media, external applications gateways, devices (like storage, HSM etc.)

9. Warranty support

Vendors empaneled through this empanelment process, would be required to provide one year warranty support for software developed/maintained with on-site handling of L1 (Critical) issues within 24 hours, on-site/off-site L2 (moderate)/L3 (normal/cosmetic) support for closing of issues within 48 hours/one week.

10. Technical Helpdesk

As per the requirement of the project, there may be requirement of Technical Help desk with defined deliverables. Periodic Status reports on issues received, resolved, escalated, converted into change request, etc. may be required to provide to the user department.

11. On-site support

Support manpower can be engaged for handholding under the scope of this at the manpower rates as finalized through this tender.

12. User helpdesk support

There may be a requirement of helpdesk support service, the same shall be provided by the vendor with clearly defined and agreed SLAs and shall form part of the work order.

5.4 TRANSLATION SERVICES

The translation services are required primarily for existing websites/portals, web/mobile apps, data, documents and other contents. The vendor shall provide translation services as per the scheduled Indian languages. The vendor(s) shall ensure availability of language experts as per the regions/State for the project requirement.

The selected vendor would be required to either to provide its services in fixed-price mode or may deploy resources at site during the entire life cycle of the project. Another alternative can be quote for number of pages/words translated.

The following is a list of key activities to be undertaken by the selected vendor(s) as a part this tender for Translation Services:

1. Requirement Gathering

In this phase the vendor shall examine the contents to be translated in terms of its availability in soft/hard copy, language in which contents are available and language(s) to be translated, on-site/off-site, desired format, unicode font should be used for delivering the translated contents, mode of delivery i.e., if it has to be uploaded through the content management system or provided in any other digital format etc.

2. Translation& proof-reading

The vendors shall provide Translation Services to convert part of/complete content. Translations should be precise and accurate to maintain the context and meaning. All the translations to/from any other Indian Language are to be proof-read by proof reader and edited by a second translator (from the vendor) to ensure that there are no spelling, grammar or punctuation mistakes, and that the words and style chosen are appropriate.

3. Content Delivery

In this phase the vendor shall undertake delivery of an edited, proof-read, publication-quality document in the appropriate language duly vetted by the concerned User Department(s). It is also to be self-certified by the vendor(s). The vendor shall be responsible for any discrepancies in translations.

4. Operations &Maintenance

Maintenance/ updating of the translated content shall be the responsibility of the vendor, till the completion of the contract. During the warranty phase of the application the vendor shall also. Provide technical support to address, analyze and fix any errors within the existing translated content.

5.5 ANNUAL MAINTENANCE CONTRACT

After successful completion of warranty support, the user department/NICSI may opt for Annual Maintenance Contract (AMC). During the AMC period, the vendor shall be responsible for all the project activities. In case there is no development/enhancement, all the activities as a part of Project Execution/Operations are to be taken care.

In case the User Department desires to utilize the AMC services of this empanelment for their already developed websites/portal, web/mobile apps etc., the vendor shall be paid for the AMC charges as a percentage of the total project/development cost arrived through existing work order.

The AMC will be applicable for the Work Order(s) issued under this empanelment and projects which were issued during the previous empanelment (empanelled through tender no. NICSI/Website Development/2015/42)."

AMC charges may be arrived from TOR and should be limited to maximum of 10% of the Project development cost.

6 *ELIGIBILITY CRITERIA*

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

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

6.1 ELIGIBILITY COMPLIANCE SHEET

S. No	Eligibility Criteria (1)	Descriptions (2)	Documentary Evidence (3)	Compliance (4) (Yes/No)	Compliance (4) Technical Bid Page No
1	Registration Status	The bidder shall be any ONE of the following with their registered office in India for the period of at least three financial years as on publication of bid: i. A **Company** incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto. ii. An **entity registered under LLP Act 2008** and subsequent amendments thereto. iii. **Partnership firms** registered under Indian Partnership Act, 1932 iv. Registered Co-operative societies under Societies Registration Act (1860)	a. Certificate of Incorporation/ Registration b. Copies of Articles of Association in case of company. **OR** Partnership deed in case of partnership firm. **OR** Self-Certificate in Letter Head in case of Proprietorship along with GSTIN certificate. **OR** Bye laws and certificate of registration in case of registered co-operative societies.	(a)………… (b)…………..	(a)………… (b)…………..
2	PAN and GSTIN	The bidder must have a registration number for GST (Goods and Services Tax) and hold a valid PAN.	Bidder must provide a copy of the following in the name of the bidding company: a. PAN card b. GSTIN	a)…….. (b) …………..	(a)………….. (b)…………..
3	Net Worth	The bidder should have **positive net worth** in **any three (03) out of past five (5) Financial Years** i.e. FY (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). **Note: Net-Worth of any parent, subsidiary,**	a) Certificate from a registered CA as per the format provided in Annexure : 4 b) Audited balance sheet of respective financial year to be enclosed	a) …….. b)……….	a) …….. b)……….

S. No	Eligibility Criteria (1)	Descriptions (2)	Documentary Evidence (3)	Compliance (4) (Yes/No)	Technical Bid Page No
		associated or other related entity shall not be considered.	b)		……..
4	Net Profit	The bidder should have made **net profit** in **any three (03) out of past five (5) Financial Years** i.e. FY (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). **Note: Net-profit of any parent, subsidiary, associated or other related entity shall not be considered.**			
5	Company's Average Turnover	The bidder should have an **average annual turnover INR 50 Crores or more** in any three (03) out of past five (5) Financial years i.e., FY (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). Average turnover required as per above should be from projects of **"Design, Development/ customization, maintenance and other IT related activities.** (as mentioned in the Section 5 Indicative Scope of Work) **Note: Turnover from Supply of Hardware, 3rd party Software, IT infrastructure and their associated maintenance**			

S. No	Eligibility Criteria (1)	Descriptions (2)	Documentary Evidence (3)	Compliance (4) (Yes/No)	Compliance (4) Technical Bid Page No
		services shall not be considered.			
6	Blacklisting	The bidder, as on the date of bid submission, should not be under blacklisting period/ active debarred list by NICSI or any of the Central or State Government Organization/Public Sector Undertaking/Autonomous Body etc.	An undertaking (self-certification on company's letterhead) is to be submitted, as per format provided in **Annexure-11**.	…………	…………
7	Certification and Compliance	The bidder should be CMMi Level 3 or higher (CMMI V1.3/V2.0) certified to work in the area of software development and support.	a. Provide valid CMMi certificate awarded to the firm by the concerned accreditation agency/ organization along with the details of CMMI certificate as per the annexure 13.	a)………	a)………..
8	Resources	8.1 The bidder should have minimum of 500 resources on company payroll during any 1 Financial Year out of past 3 Financial Years i.e., **FY (2019-20, 2020-21 and 2021-22).** 8.2 Out of these, **100 resources** should be **B.E. OR B.Tech OR B.Design OR MCA OR MBA OR M.Sc. OR equivalent**	Certificate from the **Bidder's HR head** and signed by **authorized signatory of the Company/CA/CS** as per the Resource required format provided in **Annexure: 3**	a)…………	a)…………

S. No	Eligibility Criteria (1)	Descriptions (2)	Documentary Evidence (3)	Compliance (4) (Yes/No)	Compliance (4) Technical Bid Page No
		qualification with relevant experience in IT (wherever applicable).			
		8.3 The bidder should have minimum of **5 resources each** with experience as required in Annexure 2 **for the following profile**: i) Management Profile ii) Technology Profile iii) Developer Profile iv) UI/UX Profile v)Content/Translation Profile			
9	Work Experience	9.1 The bidder should have experience of ongoing/implementing at least **three (03) projects, each of project value Rs 50 Lakhs or more** in the field of **Design, Development, Implementation and Maintenance of Application Software and Websites** **(The WORK ORDER should have been issued within the last five (05) Financial years, as on 31st March 2022.)**	Copy of a. Work Order/ LOI/ Purchase Order/ Contract indicating project value b. Completion/ phase completion/Ongoing project Certificate from client/ Receipt of all payment certified by CA If required, the TEC may ask for Self-Certified List of GST invoice(s) raised for the project indicating Invoice No., Date and amount. c. Project details filled as per Annexure 6	a)……….. b)………. c)………..	a)……….. b)………. c)………..

S. No	Eligibility Criteria (1)	Descriptions (2)	Documentary Evidence (3)	Compliance (4)	
				(Yes/No)	Technical Bid Page No
		9.2 The bidder should have experience of at least five (5) successfully completed/ Go-Live **<u>end-to-end Mobile Application Development</u>** <u>projects</u> **(The WORK ORDER should have been issued within the last five (05) financial years, as on 31st March 2022.)**	Copy of a. Work Order/ LOI/ Purchase Order/ Contract indicating project value. b. Completion/ phase completion/ Ongoing project Certificate from client/ Receipt of all payment certified by CA. If required, the TEC may ask for Self-Certified List of GST invoice(s) raised for the project indicating Invoice No., Date and amount. c. Project details filled as per Annexure 6	a)……….. b)………. c)………..	a)……….. b)………. c)………..

Note:

a) Wherever, the term PO (Purchase order) is mentioned in this RFP, it is to be read as PO/WO (Purchase Order/Work Order).

b) To demonstrate an experience, multiple work orders which are the extension of the same project (in continuation) may be considered.

c) In case of non-discloser agreement, the bidder can submit a certificate from a registered CA stating the relevant scope of work & project value along with copy of Work Order.

d) All pages of bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.

e) Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document without any pre-condition shall be short-listed for further bid evaluation.

f) For FY 21-22, if audited financial statement is not available, bidder may submit provisional certificates certified by CA.

g) Confirm in Yes or No, whether it falls under the Micro, Small and Medium Enterprises Development Act, 2006. If yes, a copy of the Registration Certificate must be provided to NICSI. Further, keep informed to NICSI whether there is any change of the status of the company.

h) Empanelled vendors are supposed to maintain all the above-mentioned eligibility criteria during the empanelment period. Failure may lead to termination of empanelment.

The bids consisting of documents in support of the above Eligibility criteria required as per Section-6: Eligibility Compliance Sheet" should be uploaded electronically and document properly page numbered and indexed. Undertaking for subsequent submission of any of the required document/Deviations will not be entertained under any circumstances. NICSI reserves the right to seek clarifications on the already submitted documents; however, any document created after bid submission date will not be accepted. The time limit, in which the Bidders have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected."

7 *BIDDING PROCESS*

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

7.1 AVAILABILITY OF TENDER

The tender/RFP document is available at NICSI website and at e-procurement site https://etenders.gov.in

Any prospective bidder, desirous to participate in this tender may view and download the tender/RFP document free of cost from the above-mentioned website.

All bidders are expected to examine all instructions, forms, terms, project requirements and other information in the tender/RFP documents. Failure to furnish all information required as mentioned in the tender/RFP documents or submission of a proposal not substantially responsive to the tender/RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

Online bidding can only be done through e-Procurement System at https://etenders.gov.in

7.2 PRE-BID MEETING

NICSI shall hold a pre bid meeting with the prospective bidders as per the schedule provided in **Section1- FACTSHEET**. Queries received from the bidders regarding bidding conditions, bidding process, item specifications, evaluation criteria, etc., in writing, or over email (preferably in an excel file), **up till two days prior to the pre bid meeting**, shall be addressed. The queries can be sent to NICSI through email at **tender-nicsi@nic.in**

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

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

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

Due to Pandemic (Covid-19) scenario, the Pre-Bid meeting shall be organized through Video Conference. All interested prospective bidders (one authorized representative) may participate in the pre-bid meeting.

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

Name of the company: M/s. ___________________________________

Name of the authorised representative(s) to attend VC: _____________

Email Id of the representative(s): _________________________________

Contact No. of representative(s): _________________________________

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

7.3 AMENDMENT OF TENDER/RFP DOCUMENTS

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

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

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

7.4 LANGUAGE OF BID

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

7.5 BIDDING COST

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

7.6 BID SECURING DECLARATION

Bidders are required to submit "**Bid Securing Declaration Form**" as per the format mentioned in **Annexure-10: FORMAT FOR BID SECURING DECLARATION FORM** uploaded onto the CPP Portal as per bid submission section.

Bids without Bid Securing Declaration Form in the prescribed format as mentioned above, will be summarily rejected.

<u>In case the Bid Securing Declaration is not received within the stipulated time then NICSI reserves the right to summarily reject the proposal of the bidder without providing any opportunity for any further correspondence.</u>

8 BID SUBMISSION

Bidder shall adhere to the timelines as mentioned in the **Section1: FACT SHEET**. No bids shall be accepted post the deadline as mentioned in this schedule. Bids submitted online, will only be considered for the tender opening process and further evaluation. **Incomplete bids may be rejected**.

8.1 ONLINE BID SUBMISSION

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

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

Packet Number	Documentstobe uploaded	Packet File Format
Packet-1 (Technical Bid)	The file should be saved in a PDF version as '***Packet_1-<BidderName>".pdf*** **1.** Scanned copy **of Covering Letter** in Company Letter Head as per Annexure-1: COVERING LETTER FOR BID duly signed & stamped. **2.** Scanned copy of **Bid Securing Declaration Form** duly signed & stamped as per the format mentioned in Annexure-10: Format For Bid Securing Declaration Form. **3.** 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 Company registered under the Companies Act 1956/2013, as applicable **OR** - **Original Authorization in Letter Head** in case of Partnership Firm **OR** - **Original Self Certificate** in Letter Head in case of Proprietorship naming/indicating the person authorized to sign the bid. **4.** Scanned copy of **Bidder's Profile** as per **Annexure-5: Bidder's profile** duly filled in, signed and stamped along with all supporting documents. **5.** Scanned copy of duly filled signed and stamped **Eligibility Compliance Sheets** as per **Section-6** and all the **supporting/mandated documents** and **Annexures** required for eligibility criteria.	**PDF**

Packet Number	Documentstobe uploaded	Packet File Format
	Note: a. The PDF file not containing above documents or containing the financial bid in the explicit/implicit form may lead to rejection of the bid. b. Provide other document(s), as asked/mentioned anywhere in the RFP to be submitted along with Technical proposal/bid.	
Packet -2 (Financial Bid)	Financial Bid to be uploaded as:- **1.** **BoQ: Financial Bid** as per **Annexure-7 (in .xls format).** *All the bids documents duly signed by the authorized signatory of the company and stamped with company seal*	**XLS**

Instructions for Online Submission

I. Instructions for Packet-1

a. All the bids documents duly **signed** by the authorized signatory of the company and **stamped** with company seal

b. It shall be the sole responsibility of the bidder to check (and double-check) the **page number referencing** made for supporting documents in the checklist indicated under **Section 6: Eligibility Criteria**. **No relevant information/document should be left**, whether listed above or not

c. Bidder must provide all documents mandated for bidder's profile, pre-qualification criteria, etc.

d. All pages of the bid being submitted must be sequentially numbered by the bidder

e. Relevant referencing shall be done by the bidder, clearly indicating all page numbers where supporting documents are provided.

f. The document should have a **Table of Contents** indicating page no. where supporting document are placed. All pages in the bid document should be sequentially numbered, stamped and signed by the authorized signatory.

g. Provide other document(s), as asked/mentioned anywhere in the RFP/corrigendum(s) to be submitted along with Technical proposal/bid.

II. Instructions for Packet-2

a. The Bidder must upload the **BoQ as per the format** provided on CPP portal. The bidder must adhere to terms and conditions and fill in the required details as required in BoQ.

b. The bidder must strictly follow the prescribed format of BoQ provided as mentioned in the detailed Financial Bids.

c. The bidder shall quote only the %OM value in Abridged Financial Bid as derived from in **Detailed Financial Bid.**

d. During financial opening, the Financial Bid (BoQ) shall be opened for determining the L1 bidder based on the %OM value.

e. Any other itemized financial details/deviations mentioned in the Financial Bid may lead to rejection of the bid.

f. All the bids documents should be duly signed by the authorized signatory of the company and stamped with company seal.

8.2 General Instructions for Bid Submission

i. NICSI will not be responsible for any delay on the part of the vendor in submission of the bid. The bids submitted by Fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.

ii. **Conditional Bids or any form of Deviations from the RFP** shall not be accepted on any ground and shall be rejected straightway. (A bid is conditional when bidder submits its bid with his own conditions & stipulations extraneous to the terms and conditions specified in this tender) If any clarification is required, the same should be obtained before submission of the bids i.e. during pre-bid meeting.

iii. No bids will be accepted after the expiry of the deadline as stated in the Fact Sheet.

iv. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.

v. All pages of the bid being submitted must be signed by the authorized signatory, stamped and sequentially numbered by the bidder irrespective of the nature of content of the documents. **Un-signed & un-stamped bid may be summarily rejected.**

vi. At any time prior to the last date for receipt of bids, NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by publishing an amendment/corrigendum. The amendment will be notified on NICSI's CPP portal https://etenders.gov.in and should be taken into consideration by the prospective agencies while preparing their bids. It is the responsibility of the bidder to check website for any such notice/changes and submit its bid accordingly.

vii. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender. Withdrawal of a bid during this interval may result in execution of Bid Securing Declaration.

viii. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case any terms and conditions of the tender document is/are not acceptable to the bidder or submitted any deviation, the bid shall be rejected summarily.

ix. Bids not submitted as per the specified format and nomenclature may be rejected.

x. Ambiguous/Incomplete/Illegible bids may be out rightly rejected. Not quoted bids shall be consider as non-responsive and shall be rejected.

xi. Any alteration/ overwriting/ cutting in the bid should be duly countersigned else it may be out rightly rejected.

xii. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the vendor's risk and may result in the rejection of the bid.

xiii. Tender process will be over after the issuance of empanelment letter(s) to the selected vendor(s).

xiv. Submission of false/forged documents will lead to execution of Bid Securing Declaration and blacklisting of vendor for a minimum period of 3 years from participating in NICSI tenders.

8.3 BID OPENING

i. NICSI shall convene a bid opening session as given in the **FACTSHEET**, where maximum two representatives from each bidder, who have successfully uploaded the bid, can participate.

ii. NICSI will download the **Technical Bid (Packet-1)** from e-tender portal at first. Bidder's representatives can remain present during the bids download process.

iii. For Technical evaluation, these technical bids will be passed on to a duly constituted Technical Evaluation Committee (TEC).

iv. **Financial bids (Packet -2)** of only those bidders whose bids are found technically qualified by the Technical Evaluation Committee as per the Eligibility criteria will be opened in the presence of the bidder's representatives subsequently for further evaluation.

v. **Financial bids**, original and revised (if any), of only the technically qualified bidders, shall be opened on a notified date and time, in the presence (physical/ Video Conference) of vendor's representatives, who chose to remain present.

vi. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

8.4 BID VALIDITY

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

9 BID EVALUATION

Any effort by a bidder to influence NICSl's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and execution of Bid Securing Declaration. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/ its authorized representative and office of NICSI can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders may be rejected.

NICSI reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders, of any obligation to inform the affected bidder of the grounds for NICSl's action and without assigning any reasons.

Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case any terms and conditions of the tender document are not acceptable to the bidder, the bid shall be summarily rejected.

9.1 TECHNICAL EVALUATION

i. A duly constituted Technical Evaluation Committee (TEC) will evaluate bids on the basis of Eligibility Compliance Sheet of this tender. The TEC will examine the eligibility documents submitted by the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria may be rejected.

ii. Only those bidders, who satisfy **all the conditions of the Packet-1** without having any deviations from the RFP, will be considered for further **bid evaluation**.

iii. The decision of TEC will be final in this regard.

iv. If required by the TEC, the bidders shall also assist the TEC in getting relevant information from the bidders' references. Bidders failing to adhere to the specified time limit will not be considered for further evaluation.

v. The TEC may decide to visit the premises of the bidder to verify the information submitted by them. For this the bidder shall extend all cooperation, shall present the documents desired by the TEC at the premises and adhere to the time targets set by the TEC. NICSI will facilitate all Members of the TEC for such visits.

vi. Financial bids will be opened for those bidders who shall qualify the technical evaluation.

9.2 FINANCIAL EVALUATION

i. On a designated day and time, the **Abridged Financial Bids (Annexure-7: Abridged Financial Bid)** of only those bidders who satisfy all conditions of the eligibility criteria may be opened electronically in the presence of the representatives of the technically qualified bidding companies and other entities.

ii. After excluding outliers (extreme quotes), the bidder with the lowest quoted percentage Operating Margin among all the quotes in the Abridged Financial Bids (Annexure-7: Abridged Financial Bid) will be considered as L1 bidder. Extreme quotes shall not be considered while determining L1 bidders.

To identify outliers, a combination of Quartile method and Deviation from Average will be used. The quartile method will provide “Lower Limit” and “Upper Limit”. The quotes beyond these range will be considered as 1st layer of rejection. Further, while applying Deviation from Average, the average of all quotes (lies within these limits) will be calculated to get “average %OM value”. To get 2nd layer of rejection, % deviation will be applied on the “average %OM value”. This will provide the Upper and Lower %OM range. Quotes beyond these range will also be rejected.The bidders, whose quotes lies within this limit (2nd layer) will only be considered to determine L1, L2, L3, … bidders. The lowest quoted value within this range shall be considered as L1 quote and the bidder shall be termed as L1 bidder. The next higher quotes withing this permissible range will be termed as L2 bidder, L3 bidder, L4 bidder till the bidder with the highest quote.

Note: a. To determine 1st layer of rejection (i.e. “Lower Limit” and “Upper Limit”), QUARTILE.INC() formula of Microsoft Excel will be used. b. Depending on the scenario, one of the following “% deviation” will be used:

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SNo.	Scenario (number)	Deviation
a	Technically qualified bids >= 2 * Panel size	30
b	Technically qualified bids > Panel size (but < 2*Panel size)	40
c	Technically qualified bids <= Panel size	50

This “% deviation” will be applied on the “average %OM value” to get final range of outliers (upper and lower range). Bid(s) beyond these range shall be rejected.

<u>Illustration:</u> Considering a scenario when, in Tier-1A category (panel size of 10 empanelled vendors), 15 financial bids of technically qualified bidders were opened.

Sr. No.	Tier-1A		
1	Panel size for Empanelments		**10**
2	Bidders (Technicall qualified)		15
3	Applicable Deviation		**40%**
4	1st Quartile	Quartile.INC (OMs,1)	8.75%
5	2nd Quartile	Quartile.INC (OMs,2)	11.50%
6	3rd Quartile	Quartile.INC (OMs,3)	19.00%
7	IQR*	3rd Quartile - 1st Quartile	10.25%
8	Lower Limit	1st Quartile - 1.5*IQR	**-6.63%**
9	Upper Limit	3rd Quartile + 1.5*IQR	**34.38%**
10	Average %OM value (average of quotes within limits in SNo. 8 and SNo. 9)		**10.38%**
11	Lower and Upper % OM range (applying % deviation as given in Sno. 3)		**6.23%** **14.53%**

Bidder	OMs	Outlier	Within Range	L1 OM
			40.00%	8.00%
1	1.00%	No	2nd Layer rejection	
2	2.00%	No	2nd Layer rejection	
3	10.00%	No	10.00%	
4	8.50%	No	8.50%	
5	35.00%	Yes	1st Layer rejection	
6	9.00%	No	9.00%	
7	9.50%	No	9.50%	
8	8.00%	No	8.00%	L1
9	11.50%	No	11.50%	
10	12.00%	No	12.00%	
11	15.00%	No	2nd Layer rejection	
12	18.00%	No	2nd Layer rejection	
13	20.00%	No	2nd Layer rejection	
14	40.00%	Yes	1st Layer rejection	
15	50.00%	Yes	1st Layer rejection	

*** IQR – Inter Quartile Range, Interquartile multiplier value = 1.5**

Quartile method is applied on the list of quoted OM values. It provides us the upper limit and lower limit. The calculation as tabulated above provides (-)6.63% and 34.38% as "Lower Limit" and "Upper Limit" respectively. The quotes beyond these limits are considered as rejected as 1st layer of rejection.

The average %OMs value within these limits comes out as 10.38%. As the number of technically qualified bidders (whose Financial bids were opened), are more than the panel size (but less than 2*panel size), deviation value of 40% is considered. Applying 40% deviation on the average %OM value (i.e. 10.38%) provides a range of 6.23% & 14.53% (upper range and lower range). The quotes beyond these limits are considered as rejected as a part of 2nd layer of rejection. The lowest quote within this range is 8%, which is termed as L1 quote. Hence the bidder no. 8 shall be called as L1 bidder. Subsequent higher quotes withing this range are termed as L2 bidder (bidder no. 4), L3 bidder (bidder no. 6) till the L7 bidder (bidder no. 10)

iii. **In the scenario, when 2(two) or more qualified bidders quotes same %OM (tie on the same value), the bidder with the higher "Turnover in FY 2020-21" would be given preference and shall be considered as L1 bidder**.

In a rare scenario, when both have the same Turnover, then **bidder having more "number of resources on company's pay roll" will be considered as L1 bidder.**

iv. The bidder with the Second Lowest quoted %OM value the Abridged Financial Bids will be the L2 bidder and will then be asked to match the L1 rates, category wise, in order to be placed on the panel (within a timeframe prescribed by NICSI). If L2 does not agree, L3, L4 & so on…will be asked to match the L1 rates. Thus, by way of successive opportunity a **panel of vendors as per defined category wise** will be formed.

v. 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 NICSI arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.

vi. If NICSI considers necessary, revised Financial Bids could be called from the eligible Bidders, before opening of the original financial bids for recommending final empanelment.

vii. 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.

viii. Quoting incredibly low value with a view to subverting the tender process shall be rejected straight away and execution of Bid Securing Declaration of such bidders.

ix. If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.

x. 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.

xi. If there is only one bid, NICSI reserves the right to process the single bid or take recourse to the process of re-tendering.

xii. Arithmetical error will be rectified on the following basis:

a) 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.

b) If there is a discrepancy between words and figures, the amount in words will prevail.

xiii. NICSI reserves the right to use this tender to service its client's/NIC/NICSI project requirements.

xiv. The rates quoted should be as per industry standards for the prescribed experience of manpower under different categories.

xv. The bids in which the bidder quote NIL charges/considerations, such bid will be treated as unresponsive and will not be considered.

10 *EMPANELMENT*

10.1 SIGNING OF CONTRACT

i. Empanelment will be initially for a **period of 3(three) years**, extendable **for next one year solely** at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions. In the event of any exigency, the empanelment period may be extended further for a further period as approved by the NICSI management.

ii. NICSI will have a **panel of up to Fifteen (15) vendors for Tier-2 category.**

However, NICSI may increase the panel size as per the business requirement subject to the qualification in FEC.

iii. The empanelment can be used by both NIC and/or NICSI. The rates finalized shall remain valid during empanelment/extended empanelment period. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.

There will be no annual increment on the empanelled rates/%OM. However, annual increment equivalent to 8% on base rates will be admissible on every 1st of April/October, to the resources completed one year of deployment (under this empanelment), subject to the resource/employee passing performance appraisal. Such appraisal shall be carried out by the Competent Authority of NICSI/NIC/User Department during the period of empanelment.

The annual increment as specified above will be done as follows:

a. April 1 for those who have completed one-year service during the period between November 1 to April 30 (A resource joining on May 1 shall complete one year of service on April 30 of the following year).

b. October 1 for those who have completed one-year service during the period between May 1 to October 31 (A resource joining on November 1 shall complete one year of service on October 31 of the following year).

Resources, not able to perform in appraisal for grant of annual increment for 2 (two) consecutive years shall be considered as unfit for further deployment in NICSI/NIC/User Department and the Agency is bound to replace such resource forthwith.

In case the pay fixed for the Lowest category resources, falls short of minimum wages at any point of time during the empanelment/extended period of empanelment on account of revision of wages by Govt. from time to time under Minimum Wages Act, the pay of such lowest category shall be so raised from the date of such revision of minimum wages that it reaches the minimum wages fixed by Government.

Provided that in case, such upward revision results in higher wage for lowest category than the starting wage of next higher category or above, the wage of next higher category or above may also be raised with an equivalent amount in order to ensure that wage of next higher category or above does not fall below.

iv. The empanelled vendor should pass this increment to the resource(s) in their salary component. After empanelment, selection procedure for issuance of Work Order will be at the sole discretion of NICSI/User Department. The Bidder will provide services as per NICSI/User Department's requirements.

v. The Empanelled vendor 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. The Empanelled vendor should also provide website URL for such purpose.

vi. On written communication from NICSI for having qualified for empanelment the bidder shall sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer shall be treated as withdrawn and execution of Bid Securing Declaration.

vii. Empanelled vendors must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the Work Orders placed by NICSI on behalf of its clients. Failing this, NICSI may execute of Bid Securing Declaration and stop further participation of such vendor(s) for three years in NICSI tendering process.

viii. 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.

ix. In case Empanelled Agency intends to sell its business to any other organization then they will be required to inform to NICSI in advance and NICSI if deemed fit, can cancel the empanelment of the Empanelled Agency.

x. During the empanelment, NICSI may ask the vendor to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.

xi. The vendor should not assign or sublet the empanelment or any part of it to any other vendor in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees.

xii. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled vendor without any compensation, if the Empanelled vendor 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.

xiii. Reasons for rejecting a tender/bid will be disclosed to a bidder only where enquiries are made.

xiv. NICSI may verify the CA certificate along with required supporting documents submitted as part of bid by the bidder 'as and when required' during bid evaluation or/and the course of empanelment.

xv. In case of empaneled vendor does not execute the PO / WO issued to them and / or fails to provide/replace Manpower within stipulated time required by NICSI/NIC/ User department, for three instances during the term of empanelment; NICSI reserves its right to debar/blacklist the empaneled vendor from participating in any of the NICSI's tender for a period of three years from the date of denial by the empaneled vendor and/or to reject/cancel all such other ongoing tender/contract which were granted to the empaneled vendor by NICSI after said date of denial by the empaneled vendor and/or to execute/ forfeit the Bid Securing Declaration/ EMD / Security Deposit/Performance Bank Guarantee in all rejected/ cancelled tender/work order(s) of the selected bidder.

Note: The date of denial means the last day by which the empaneled vendor shall provide the manpower or the day on which the empaneled vendor has specifically expressed their concern for non-deployment, whichever is earlier.

10.2 SECURITY DEPOSIT FOR EMPANELMENT

i. The selected bidder(s) will submit the interest free security deposit in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form for the duration of the empanelment plus 3 months or extended period if any (with 3 months add on period), in favor of NICSI, New Delhi.

ii. The Security Deposit of amount **Rs 60,00,000/- (Rupees Sixty Lakhs Only)** has to be submitted by the empanelled agency.

iii. Empanelled agencies shall be required to submit Security Deposit within 14 days of issuance of Empanelment letters by NICSI.

iv. The Security Deposit should remain valid for a period of 3 months beyond the date of completion of all contractual obligations of the supplier i.e. (Empanelment/Extension duration.

v. In the event wherein the Empanelment is extended by NICSI beyond 3(three) years, the selected agency shall ensure submission of a fresh Security Deposit within 14 days of issuance of letter for extension of Empanelment by NICSI or may extend the validity of Security Deposit submitted at the time of original empanelment.

vi. The Validity of this Security Deposit shall also be for an additional period of 60 (Sixty) days beyond the period of extension of Empanelment.

vii. The Bank Guarantee will be released without any accrued interest after the empanelment or execution of all pending WOs whichever is later.

viii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of the tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.

ix. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.

10.3 PERFORMANCE BANK GUARANTEE

i. The selected bidder is required to ensure submission of **Performance Bank Guarantee**

(PBG) equivalent to 3% (Three Percent) of the Work Order value issued by NICSI, as per the Office Memorandum dated 12.11.2020 issued by Ministry of Finance including any amendment, time to time.

ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.

iii. The Performance Bank Guarantee should remain valid for a period of **60(Sixty days)** beyond the date of completion of all contractual obligations of the supplier for that project.

iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.

v. Empanelled vendors shall be required to give PBG as per the following timelines (For work related to Manpower mode, HDM and Project Mode). For projects duration between 0-6 months, PBG should be submitted within 15 working days of issuance of PO by NICSI and for projects duration greater than 6 months, PBG should be submitted within 30 working days of issuance of PO by NICSI.

vi. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day delay/default with a Maximum penalty capping of 10% of PO value.

vii. In the event, wherein a WO is released by NICSI for project renewal or a fresh WO is released, the bidder shall ensure extension / submission of PBG (in the form of Empanelment Security Deposit) within 15 days of issuance of the WO.

viii. The successful bidder has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.

ix. 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.

x. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.

xi. 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 work orders and thereafter the empanelment will be cancelled.

10.4 Information Security

i. The selected bidder 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.

ii. The selected bidder to acknowledge that NIC's business data and other NICSI proprietary information or materials, whether developed by NIC/NICSI or being used by NIC/NICSI pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to NIC/NICSI; and the selected bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the selected bidder to protect its own proprietary information.

iii. The selected bidder 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 NIC/NICSI, out of premises without prior written permission from NICSI.

iv. The selected bidder shall recognize that the goodwill of NICSI depends, among other things, upon selected bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by selected bidder could damage NICSI and that by reason of selected bidder's duties hereunder. Selected bidder may come into possession of such proprietary information, even though selected bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Selected bidder shall use such information only for the purpose of performing the said services.

v. The selected bidder shall, upon termination of this agreement for any reason, or upon demand by NICSI, whichever is earliest, return any and all information provided to the selected bidder by NICSI, including any copies or reproductions, both hardcopy and electronic.

vi. The selected vendor 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 Department. In case of User Department/NIC/NICSI or project requirement(s), a separate "Non-Disclosure Agreement" **Annexure-9: Proforma for Non-Disclosure Agreement** shall be signed within 1 week after receiving of work order.

11 PLACEMENTS OF WORK ORDERS

i. This tender is for empanelment of multiple vendors in different categories. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 bidder of such particular category for distribution of projects (Work Orders)/ work in that category. However, NICSI/ user department shall have right to choose any other eligible bidder for allotment of projects (Work Orders)/ work considering various parameters like performance, location, mix of project, etc. or any other factors depend on the situation.

   After empanelment, issuance of Work Order will be at the sole discretion of NIC/NICSI/User Department.

ii. Work Order(s) may encompass the complete scope of work or may require few services. Depending on the requirement, work orders may be placed to anyone of the empanelled vendor; more than one depending on the project requirement or the Terms of Reference (TOR) may be given to more than one empanelled vendor for their proposals for the specific scope of work using the L1 rates.

iii. Under this empanelment, the vendors are expected to proactively engage with NIC and/or respective Government Departments to obtain and execute projects through NICSI. NICSI will review the progress as per TOR (at least once in every 6 months) and may decide to drop the empanelment of the vendors who are observed to be dormant on this subject.

iv. NIC/NICSI may place the work orders to the empanelled vendors for its own requirement or for its projects on behalf of its clients. Work may be awarded based on one of the modes (T&M or FPP or HDM) as described below;

   a. Time & Material (T&M)

   This model is based on resources deployment on man-days/months based on scope of work along with any other cost for materials used like sitting charges, development tools etc. This model is flexibility and provide opportunity to cope up with the changing requirements, shift milestones, etc. It is generally used in projects with dynamic requirements where project scope is not yet fully known.

   In this model, a vendor is short-listed as per the selection criteria defined in TOR. The vendor is evaluated (among empanelled vendors) primarily on the basis of vendors experience in handling similar projects having sufficient resources to be deployed, resource interaction, etc. The payments may be released as per agreed terms in TOR.

   Under this empanelment, other than manpower, any material (if required) may be channelized through other mode(s) of procurement(s).

   b. Fixed Price Project (FPP)

   This model may be used in the scenario where the requirements are clear with defined milestones/deadlines with a limited/fixed budget. It may be an effective choice when requirements, specifications, and rates are highly predictable, i.e., where users are able to share their clear vision of the software application.

   In this case, a TOR (having Scope of work, milestones, etc) may be floated among the empanelled vendors and a vendor may be identified based on selection criteria defined in TOR. The selected vendor will be responsible for completion of the project with the agreed terms and conditions as defined in the TOR. Change requests may be taken care either in TOR or asking for revised proposals.

c. **Hybrid Delivery Mode (HDM)**

The dynamic delivery model is a kind of **hybrid** of Fixed Priceand T&M models with estimated fixed price and milestone-based deliveries.

In this model, the software project is divided into small assignments to be measured in terms of **Function Points (FPs)**as per ISO/IEC 14143-1:2007 (https://www.iso.org) to be developed in agile mode and delivered in limited timeframe. In this case, an estimated cost/effortmay be worked out along with function points to be delivered.

In case of translation services, the assignment can be measured in terms of number of words/pages to be translated.

It can be sub divided into following two models;

C1:Function points: - In this model, the project is divided into small assignments to be measured in terms of **Function Points (FPs)** to be developed in agile mode and delivered in limited timeframe. Similarly, translation services can be measured in terms of word/page counts. This model provides flexibility as in case of T&M and deliverables as in fixed price model. It may be used for short/long term projects with dynamic requirements where project milestones known with evolving requirements.

C2:Milestone: - In this case, an estimated cost/effort may be worked out based on man-month required foreach milestone/deliverable. A vendor may be short-listed based on selection criteria as defined in the TOR on empanelled man-month rates. The vendor is accountable for completing the project within the timelines agreed upon. The payments may be released based on actual man-month deployed in each milestone or as agreed upon TOR.

v. On receipt of request from User department(s), NICSI would inform the User Department/ Agency/ Institution about the Empanelled vendors and the GFR compliant procedure followed in the empanelment.

vi. In case the User Department clearly and specifically states in writing the name of a vendor, NICSI may assign the work to that vendor. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department's concerned.

The scope of work should be finalized in consultation with the User Department and shared with NICSI.

vii. The Terms of Reference/ Scope of Work will be shared among with all Empanelled vendors and they would be invited by the Committee to make presentations and/or submission of technical proposal and/or financial effort estimate in a separate sealed envelope regarding the project under consideration (this process may be done on official email). The presentations may be evaluated objectively, based on which the most suitable vendor 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 vendor. For assignment of work to Empanelled vendors, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time. The criteria for the evaluation of proposal will be defined by the Committee. The committee may take QCBS method for the evaluation of technical/financial proposals for their Project.

TOR template at **Annexure 12**, may be used for drafting TOR document.

viii. The proposal of the selected vendor along with necessary supporting document/ minutes of meeting will then be forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).

ix. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected vendor as per the terms and conditions of the empanelment and scope of work.

x. For every Work Order issued by NICSI to the selected Empanelled vendor, the vendor needs to sign a mutually agreed Non-Disclosure Agreement (NDA) with the User Department. The format for the NDA proposed to be signed between selected Empanelled vendor and the respective User Department shall be provided post empanelment by NICSI. Such NDA shall be mutual and subject to standard confidentiality exclusions and with a clear survival period. A copy of the signed NDA shall be provided by the selected Empanelled vendor to NICSI/ NIC for record keeping / reference purpose.

xi. If during the project (either development/ Maintenance), any change request coming from user department, which is not the part of the work order, will be treated as separate work and the change request proposal shall be submitted by vendor to user department and will be shared with NICSI for further processing.

xii. The cost for obtaining the certification(s) s required (if any) may be indicated by the vendor separately in its proposal submitted to user department/NIC/NICSI.

12 PAYMENT TERMS

Payment will be made in Indian Rupees only. In this empanelment, projects may be of following 3(three) modes;

a. **Time & Material (T&M) Mode:**In this mode of projects, the payment to the vendor will be made on *monthly* basis (for the T&M mode Projects only) depending upon the actual duration of services rendered at NICSI/NIC/User's Office after availing service.

b. **Fixed Price Project (FPP)Mode:**In FPP mode assignments, the payment term(s) shall be as mentioned in the Term of Reference(TOR) circulated for individual projects. The payment to the vendor will be made on the completion of the *milestone* as finalized by the project specific committee and agreed by the vendor. A certificate of completion of a milestone needs to be given by the concerned User Department.

c. **Hybrid Delivery Mode (HDM):**The payment will be as per the conditions mentioned in the TOR. It may be on completion of *milestone linked with the function points or word/page counts or man-month.* A certificate of completion of a milestone needs to be given by the concerned User Department.

PROCEDURE FOR SUBMISSION OF BILL/INVOICE:

i. The vendor would submit invoices in the online (as per the defined procedure of NICSI)OR manual mode, as asked by NICSI. The vendor will submit pre-receipted bills in triplicate (having details of concerned Work Order number, Date and Project-Number of NICSI) on monthly 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) [in T&M Mode only] duly signed by NICSI/NIC/User Project coordinator. In FPP mode, it should be accompanied with milestone completion certificate issued by the user department/NIC/NICSI as defined in the TOR. 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.

ii. Payments shall be made subject to deductions of any amount for which the vendor is liable under the empanelment or tender conditions. Further all payments to vendor 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.

iii. GST would be paid extra as may be applicable from time to time.

iv. It is the bounden duty of the empanelled vendor to regularly pay the deployed manpower their entitlements such as monthly salaries/wages/annual increment/EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc.(as applicable as per statutory obligations) and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.

v. In case the submission of monthly bills to NICSI is delayed by the vendor beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective vendor; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective vendors.

vi. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,
HallNo. 2&3,6th Floor,NBCC Tower,
15Bhikaji Cama Place,
New Delhi –110066

13 PENALTIES

i. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled vendor beyond the delivery/ installation (where applicable) schedule as per purchase/ Work order will render the vendor liable for liquidated damages at the rate as mentioned in the following sections.

ii. The Empanelled vendors shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of vendor in the performance of its obligations shall attract penalty. The penalty shall be charged at the **rate of 0.5% of the delayed** milestone (or item in default, as applicable) per week of delay or per instance of default (in case of translation services) subject to a **maximum of 10% of the work order value**. Post that NICSI will have the option of getting the work done through alternate sources at the cost and risk of the defaulting vendor, which will be realized from pending payments of the Empanelled vendor, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.

iii. The Empanelled vendor shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the vendor, it can be mailed to them. The selected vendor shall start the work within 15 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected vendor.

iv. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the vendor, NICSI would be free to forfeit the defaulting vendor's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided vendor fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.

v. If the vendor for reasons attributable to it is not able to execute the Project/assignment as per the terms and conditions of the work order, applicable penalty clause shall be invoked and NICSI may forfeit Security Deposit/Performance Bank Guarantee in full. Besides this NICSI reserves the right to take any legal action against the vendor.

vi. If at any time during performance of the work order, the vendor encounter conditions impeding timely performance of the ordered services, the vendor shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

vii. Vendor needs to inform User Department and NICSI, 1(one) month [WO end date or 1 month, whichever is lesser] in advance before the deployed manpower will leave any ongoing project (under any circumstances). Failing this will leads to penalty of amount equal to one-month manpower's WO value or/and termination of the empanelment of such vendor.

14 DEPLOYMENT OF MANPOWER/RESOURCES

14.1 MANPOWER/ RESOURCES RELATED TERMS & CONDITIONS

i. It is the responsibility of vendor that prior to the deployment; it shall undertake all required verification of the resources considering both this empanelment and project specific requirement(s). The manpower provided by the vendor shall work as per user department's work schedule.

ii. NICSI/ NIC/ User Department shall examine the qualification, experience etc. of the personnel provided before/during they are put on area positions. The selected vendor has to take approval for the staff deployed from NICSI/ NIC/ User department before deployment. NICSI/ NIC/ User department has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

iii. The professionals deployed by the vendors for project assignments should have requisite qualifications and experienced with specialization in identified required technologies. The Non-Technical resources deployed by the selected vendor should be well versed (both reading and writing) with target Language. The staff provided by the bidder will perform their duties in accordance with the instructions given by the officers of NICSI /NIC /User department from time to time.

iv. The manpower provided by the agency shall work as per user department's work schedule.

v. If the User Department/NIC/NICSI so recommends, a deployed resource must be replaced by the agency within a period of 10 working days.

vi. At no time there be more than 10% of the provided manpower on leave or absent from the duty.

   a. In case of long-term absence due to sickness, leave etc., the selected vendor shall ensure replacements and manning of all manpower posts by without any additional liabilities to NICSI/ NIC/ User department.

   b. Substitute will have to be provided by the selected vendor against the staff proceeding on leave/ or remaining absent.

vii. Vendor needs to inform User Department/NIC and NICSI, 1(one) month [WO end date or 1 month, whichever is lesser] in advance before the deployed manpower will leave any ongoing project (under any circumstances).

   Failing this will leads to penalty of amount equal to one-month manpower's WO value or/and termination of the empanelment of such vendor.

   Note: It will be the responsibility of the vendor to make necessary changes in the existing contract/agreement with the manpower, before deployment of him/her in the project.

viii. Depending upon the nature and complexity of the Application Software work/ project assigned to the selected Vendor under the Empanelment, various website support resources would be required to be deployed on-site/ off-site by the firm/ Vendor.

14.2 LEAVE POLICY FOR DEPLOYED MANPOWER/RESOURCES IN T&M MODE

i. The Resources should be stationed in NICSI/ NIC/ User department/ Project Location for the entire project period (as per project requirement). The Resource has to follow the working hours, working days and Holidays of NICSI/ NIC/ User department.

ii. Resource shall get prior approval of NICSI/ NIC/ User department before leaving NICSI/ NIC/ User department/ project location as the case may be. Leave entitlement and computation will be effective from date of start of project. The resources can avail **maximum 18 leaves per year** or on pro-rata basis. In case the Resources does not avail leave in any particular year, the same cannot be encashed and shall be lapsed.

iii. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer of NICSI/NIC/User department/Project Head.

14.3 SCREENING TEST OF VENDOR'S MANPOWER

i. Before offering for any assignment of the deployment of the "Technical manpower" under T&M mode, NICSI will take screening test (as per the requirement of the Project). The respective project manager may access manpower further, as per its requirement. It is necessary for the offered manpower to clear such screen test. Validity of screening test shall be for 2(two) years.

ii. Empanelled vendor to ensure to provide quality manpower. The vendor must ensure quality of the manpower by conducting similar screening examination at their end.

15 GENERAL TERMS AND OTHER CONDITIONS

15.1 GENERAL CONDITIONS

i. As a matter of policy and practice and on the basis of Notification published in Gazette of India dated 14th March, 1998, it is clarified that services and supplies of the vendor selected through this tender can be availed by both National Informatics Centre [NIC] and National Informatics Centre Services Incorporated [NICSI], as the case may be depending on the project, and the selected vendor shall be obliged to render services / supplies to both or any of these organizations as per the indent placed by the respective organization. In other words, the selection procedure adopted in this tender remains applicable for NIC as well, and in the event of rendering services / supplies to NIC, the selected vendor shall discharge all its obligations under this tender vis-à-vis NIC.

ii. Consortium of agencies / firms cannot participate in this tender.

iii. NICSI reserves the right to modify and amend any of the stipulated condition/criterion given in this tender, depending upon project priorities vis-à-vis urgent commitments. NICSI also reserves the right to accept/reject a bid, to cancel/abort tender process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the NICSI.

iv. Any default by the bidders in respect of tender terms & conditions will lead to rejection of the bid with execution of Bid Securing Declaration /forfeiture of Security Deposit.

v. Any attempt by vendor vendor/empanelled bidder to bring pressure towards NICSI's decision making process, such vendors shall be disqualified for participation in the present tender and those vendor may be liable to be debarred from bidding for NICSI tenders in future for a period of three years.

vi. The decision of NICSI arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by NICSI. Reasons for rejecting a bid will be disclosed only when it is requested by the concerned bidder.

vii. Printed/written conditions mentioned in the tender bids submitted by vendors will not be binding on NICSI.

viii. Upon verification, evaluation/assessment, if in case any information furnished by the bidder/vendor is found to be false/incorrect, their total bid/Contract shall be summarily rejected and no correspondence on the same, shall be entertained.

ix. NICSI will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.

x. All terms and conditions governing prices and supply given in this tender, as applicable to NICSI, will be made equally applicable to NIC.

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

xii. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services / supplies to NICSI, shall invite all or any actions / sanctions, as the case may be, such as execution of Bid Securing Declaration, security deposit stipulated in this tender document. The decision of NICSI/NIC arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any vendor/empanelled bidder to bring pressure of any kind, may disqualify the vendor/empanelled bidder for the present tender and the vendor/empanelled bidder may also be liable to be debarred from bidding for NICSI/NIC tenders in future for a period of at least three years.

xiii. Operational expenses like travel/ boarding/ lodging/ Daily commuting of resources to user department's office/ etc., shall be taken care of by the empanelled vendor. However for cases where resources are required to travel for project (outside the city), pre-approved by the user department/NIC, then that cost shall be borne by the user department on actual and shall be paid either directly by the user department or by NICSI upon validation of original bills by the User Department/NIC. However, no expenses are admissible on account of relocation of vendor resources on projects anywhere in India.

xiv. In case the empanelled vendor vendor/empanelled bidder is found in-breach of any condition(s) of tender or supply order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.

15.2 APPLICABLE LAW

i. The empanelled vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

ii. All disputes in this connection shall be settled in Delhi jurisdiction only.

iii. NICSI reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NICSI will not be under obligation to give clarifications for doing the aforementioned.

iv. NICSI reserves the right that the work can be allocated to any of the empanelled vendors.

v. NICSI also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.

vi. NICSI, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

vii. NICSI also reserves the right to award work orders on quality / technical basis, which depends on quality, capability and infrastructure of the firm.

viii. All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the NICSI and subordinates and Bidders are bound to respect the same.

15.3 Labour Laws

i. The empanelled vendor shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof.

ii. Wherever necessary, the vendor shall apply for and obtain license as provided under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. NICSI shall not be held responsible for any breach of the license terms and conditions by the vendor.

iii. The vendor shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.

iv. The vendor shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.

v. The vendor shall also ensure compliance to the following labour legislations:

   a. Minimum Wages Act *
   b. Employees Provident Fund Act *
   c. Employees State Insurance Act *
   d. Workmen's Compensation Act, if the ESI Act does not apply *
   e. Maternity benefit Act, 1961*
   f. Any other laws, as applicable, time to time*

   **Applicable as per respective state*

vi. The vendor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of NICSI.

vii. The resources deployed under this tender should be on pay roll and full-time employee of the empanelled vendor.

viii. It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes. In any case, there shall not be a relationship of employer and employee between the NICSI/NIC/user department and the said manpower.

ix. The manpower employed by the agency shall have no right, whatsoever, for any appointment in the NICSI/NIC/user department in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the NICSI/NIC/user department

x. The said manpower/workmen are not entitled for any claim, right, preference, etc. over any job/regular employment of NICSI or NIC or its users. The agency or its workmen shall not at any point of time have any claim whatsoever against NICSI/NIC/User Department. The Agency should submit undertaking received from the respective deployed manpower in NICSI/NIC/User Department regarding the same.

xi. The Agency should submit undertaking received from the respective deployed manpower in NICSI/NIC/User Department regarding the same along with Employment certificate by HR issued to those manpower(s).

xii. In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).

xiii. Medical benefits should be provided by the vendor to the manpower deployed.

15.4 MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006

i. If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the bidder must keep NICSI informed of any change in the status of the company or any other legal entity.

ii. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are liable to get following benefits;

a. Issue of tender sets free of cost (zero Tender Fee)

b. Exemption from payment of earnest money (zero EMD)

iii. The bidder is required to submit a copy of the registration certificate to NICSI. Further, the bidder must keep NICSI informed of any change in the status of the company or any other legal entity.

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

15.5 LIMITATION OF LIABILITY

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

ii. Empanelled Vendor shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand

and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled vendor or its employees.

iii. In no event will empanelled vendor be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise."

15.6 INDEMNITY

i. The vendor shall indemnify NICSI/NIC against any liability incurred by NICSI/NIC on account of any default by the vendor or manpower deployed by it.

ii. The selected vendor shall indemnify and defend the NICSI/User departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof ("Deliverables"). The selected vendor shall have no obligations with respect to any claims to the extent such claim results from:

a. the selected vendor's compliance with NICSI/User departments specific technical designs, specifications or instructions where the selected vendor has notified NICSI / User department in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims;

b. inclusion in a Deliverable of any content or other materials provided by NICSI/User departments and the infringement relates to or arises solely from such NICSI/User departments materials or provided material;

c. modification of a Deliverable after delivery by the selected vendor to NICSI/User departments if such modification was not made by or on behalf of the selected vendor and the claim arises solely due to such modification;

d. operation or use of some or all of the Deliverable in combination with materials not provided by the selected vendor and the claim arises solely due to such reason; or

e. use of the Deliverable for any purposes for which the NICSI/ User department have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected vendor; or

f. use of a superseded release of some or all of the Deliverables or NICSI/User departments‟ failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected vendor provided that such modifications or new releases are made available by selected vendor free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels

iii. NICSI/User department stand indemnified from any employment claims that the hired manpower /Resources / vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the Work Orders.

iv. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the Work Orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

15.7 INTELLECTUAL PROPERTY RIGHTS

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

ii. The User Department/NIC/NICSI shall acknowledge that:

a. In performing services under the Contract, the Empanelled Vendor may use Empanelled Vendor's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Empanelled Vendor prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Empanelled Vendor's Pre-Existing IP").

b. Notwithstanding anything to the contrary contained in the Contract, the Empanelled Vendor shall continue to retain all the ownership, the rights title and interests on all the Empanelled Vendor's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Empanelled Vendor from using the Empanelled Vendor's Pre-Existing IP in any manner.

c. If any of the Empanelled Vendor's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the Empanelled Vendor hereby grants to the User Department/NIC/NICSI a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.

d. NIC being the owner of all the IPs created in the deliverables, except the Pre- Existing IPs of the Empanelled Vendor used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the user department/NIC/NICSI may require or find necessary for its purpose. The IP rights of the /NIC shall indefinitely subsist or continue in all future derivatives of the deliverables.

e. The Empanelled Vendor or its deployed resources shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the User department/NIC/NICSI for use as detailed in the Clause (c) above.

f. Except as specifically and to the extent permitted by the Empanelled Vendor, the User department/NIC/NICSI will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the Vendor's Pre-Existing IP, or separate Empanelled Vendor's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.

g. The User Department/NIC/NICSI shall warrant that the materials provided by the User Department/NIC/NICSI to Empanelled Vendor for use during development or deployment of the application shall be duly owned or licensed by the User Department/NIC/NICSI.

15.8 INTEGRITY PACT

i. In compliance with the Central Vigilance Commissioner Circular No. 06/05/21 dated 3rd June 2021 regarding adaptation of Integrity Pact- Revised Standard Operating Procedure to ensure transparency, equity and competitiveness in public procurement, the Bidder(s)/Vendor(s)/Prospective vender(s) are required to sign an Integrity Pact (IP) with NICSI.

ii. The pact essentially an agreement between the Bidder(s)/ Vendor(s)/Prospective vender(s) and the NICSI, committing the persons/Officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those bidders, who commit themselves to such a pact with the NICSI, would be considered competent to participate in the bidding process.

iii. The bidders are required to sign the Integrity pact with the NICSI. The details for signing the integrity pact will be shared later.

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

15.9 CONFIDENTIALITY

i. The empanelled vendor (the "Receiving Party") shall acknowledge and agree to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the NICSI/ user department (the "Disclosing Party"). The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract/ Agreement.

ii. The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the Contract Agreement.

iii. The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

iv. The obligations under this clause shall survive for three years from termination or expiration of this Contract/agreement.

The empanelled vendor and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NICSI or its clients without the prior written consent of NICSI.

v. The work order/contract with the user department may define more stringent confidentiality obligations depending on the nature of information / data being shared. In such event, the more stringent obligations shall prevail.

15.10 NON-SOLICITATION

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

15.11 ARBITRATION

NICSI and the empanelled vendor will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/wok-order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to panel of three arbitrators, one to be appointed by each party and the third to be appointed by the Ministry of Electronics & Information Technology (MeitY) and the award of the arbitration, as the case may be, will be final and binding on both the parties. Such arbitration will be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or amended later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

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

15.12 TERMINATION OF CONTRACT

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

i. TERMINATION PROCESS

Upon occurrence of an event of default as set out in above clauses, NICSI will deliver a default notice in writing to the other party which shall specify the event of default and give the Empanelled vendor an opportunity to correct the default.

At the expiry of notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.

ii. TERMINATION FOR INSOLVENCY, DISSOLUTION ETC.

NICSI may at any time terminate the contract by giving written notice to the selected/ empanelled vendor without compensation to the selected/ empanelled vendor, if the selected/ empanelled vendor becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to NICSI.

iii. TERMINATION FOR DEFAULT:

NICSI may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit, Performance Bank Guarantee) by written notice of default sent to the Empanelled vendor, terminate the contract in whole or in part after sending a notice to the Empanelled vendor in this regard.

a) If the Empanelled vendor fails to accept the Work Order(s).

b) If the Empanelled vendor fails to deliver services within the time period specified in the Work Orders or during any extension thereof granted by NICSI.

c) If the Empanelled vendor fails to meet any other terms and conditions under the contract.

iv. TERMINATION FOR CONVENIENCE

NICSI may by written notice, sent to the selected vendor, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICSI"s convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. NICSI reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.

v. EXIT MANAGEMENT

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

vi. Payments for all satisfactorily completed services till the time of termination shall be made to the empanelled vendor in the event of termination.

15.13 FORCE MAJEURE

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

16 ANNEXURE

Annexures are given in the following pages.

16.1. ANNEXURE 1: COVERING LETTER

<To be submitted in Company's Letter Head>

<Place>

<Date>

To,

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

Subject: Submission of Bid for Empanelment under Tender No. ……………….. for the Tier <***Tier No***>

Dear Sir,

This is to notify that our company is submitting technical bid in response to Tender No <*…….Tender No………….*> for <*……**Name of the Tender**………..*.> for **Tier-<….*Mention Tier number*……..>**Category. Primary & Secondary contact for our company are as follows:

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

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

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

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, scheduled and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding and evaluation. There are no deviations from the terms & conditions of the RFP.

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

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

Deviations:

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

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

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

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

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

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

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

Yours sincerely,

On behalf of [bidder's name]
Authorized Signature [In full and initials]:
Name & Title of signatory:
Name of Firm:
Address:
Seal/Stamp of bidder:

Place:

Date:

16.2. ANNEXURE 2: QUALIFICATION & EXPERIENCE OF TECHNICAL RESOURCES

S. No	PROFILE	MINIMUM REQUIRED QUALIFICATION & EXPERIENCE
1	**Management Profile**	Educational Qualification: (i) MBA OR Equivalent **AND** (ii) B. Tech. OR B.E. OR MCA OR M.Sc. (IT OR CS) OR MS in Software system Work Experience: (i) Minimum of 10 years' experience as a Program Manager for IT Implementation Projects OR software development OR IT System projects (ii) 2(two) e-Governance and related Projects implementation experience **AND** Certification: Resource should have done once any of the following certification: PMP OR PRINCE 2 OR Scrum Master OR CSM OR CAPM OR equivalent
2	**Technical Profile**	Educational Qualification: (i) B. Tech. OR B.E. OR MCA OR M.Sc. (IT OR CS) OR MS in Software system Work Experience: (i) Minimum 10 years' experience in the area of IT OR ITES projects (ii) Knowledge of IT concepts & architectures, coupled with practical knowledge of problem management, principles & processes of implementing and delivering IT services. (iii) Preferably have worked on laying down guidelines for S/w development quality assurance framework, etc. (iv) Minimum 5 years of experience in the implementation of IT projects with Government
3	**Developer Profile**	Educational Qualification: (i) B. Tech. OR B.E. OR MCA OR M.Sc. (IT OR CS) OR MS in Software system Work Experience: (i) Minimum 5 years' experience in IT OR software development OR IT System projects OR Website Development OR Mobile Application Development, etc. (ii) Experience in complete lifecycle of web application development. Experience as a full stack developer

S. No	PROFILE	MINIMUM REQUIRED QUALIFICATION & EXPERIENCE
4	**UI/ UX Profile**	Educational Qualification: (i) B.E. OR B.Tech OR BCA OR BFA. OR B.Arch. OR B.Design OR PG diploma in computer science and allied area. Work Experience: (i) Minimum 8 years' experience in designing for IT OR software development OR IT System projects OR Website Development OR Mobile Application Development. (ii) Minimum of 5 years' experience in UI/UX design and development experience for digital products or services. (iii) Experience in professional UI/UX design work for both web and mobile platforms (iv) Proficiency in creating concepts, wireframes, designs and mock-ups that lead to intuitive user experiences.
5	**Content/ Translation Profile**	Educational Qualification: (i) Graduation or above Work Experience: (i) Having at least 3+ years of post-qualification relevant work experience in Content Writing OR Translation Skills.

Note:

1) As per the requirement of individual work order(s), the selected vendor shall provide qualified resources as per the educational qualifications defined in the table above and suitable to perform the awarded scope of services.

2) The committee may ask bidders to share CVs (some or all) of such employees. In certain circumstances, they may be asked to be available for interview/interaction.

16.3. ANNEXURE 3: RESOURCE DETAILS UNDERTAKING

<Date>

To
The Managing Director,
NICSI, 1st Floor, NBCC Tower
Bhikaji Kama Place,
New Delhi
Sub: Undertaking for employees on company pay-roll in any of the last 3 financial years

Dear Sir,
We confirm that our company has experienced professionals having domain knowledge as mentioned in Scope of work and are well versed with the guidelines issued by the government of India from time to time pertaining to design, development, implementation and Maintenance of Application software and website.

This is also to certify that <Mention Bidder's company Name> has < number of employees> on company's payroll in <mention the year>. Out of which, <number of employees> have the qualification and years of relevant experience as per clause 8.2 of section 6.1. of NICSI's tender no. < Mention tender Name >.

Details of employee as per clause 8.3 of section 6.1 are as below:

S.No	Profile	Name of the Resources	Educational Qualifications (As Per Annexure-2)	Total Relevant Experience (As Per Annexure-2)	Years of Experience with the organization	Certifications, wherever applicable
1.	**Management Profile**	i)	i) …….. ii)………			
		ii)	i) …….. ii)………			
		iii)	i) …….. ii)………			
		iv)	i) …….. ii)………			
		v)	i) …….. ii)………			
2.	**Technology Profile**	i)	i) …….. ii)………			
		ii)	i) …….. ii)………			
		iii)	i) …….. ii)………			
		iv)	i) …….. ii)………			

S.No	Profile	Name of the Resources	Educational Qualifications (As Per Annexure-2)	Total Relevant Experience (As Per Annexure-2)	Years of Experience with the organization	Certifications, wherever applicable
		v)	i) …….. ii)………			
3.	**Developer Profile**	i)	i) …….. ii)………			
		ii)	i) …….. ii)………			
		iii)	i) …….. ii)………			
		iv)	i) …….. ii)………			
		v)	i) …….. ii)………			
4.	**UI/UX Profile**	i)	i) …….. ii)………			
		ii)	i) …….. ii)………			
		iii)	i) …….. ii)………			

S.No	Profile	Name of the Resources	Educational Qualifications (As Per Annexure-2)	Total Relevant Experience (As Per Annexure-2)	Years of Experience with the organization	Certifications, wherever applicable
		iv)	i) …….. ii)………			
		v)	i) …….. ii)………			
5.	**Content / Translation Profile**	i)	i) …….. ii)………			
		ii)	i) …….. ii)………			
		iii)	i) …….. ii)………			
		iv)	i) …….. ii)………			
		v)	i) …….. ii)………			

Signature (Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

16.4. ANNEXURE 4: CA CERTIFICATE FORMAT

This is to certify that M/s………………………………………………………………,having its registered office at ………………………………………………………………………, Financial Details during Financial Year 20xx-xx,20xx-xx and 20xx-xx are as under:

This certificate is given for the purpose of submission of Tender No <…….Tender No………….> for <……Name of the Tender…………> to NICSI.

Financial Year **(A)**	**Total Turnover** (Rs. In Crores) **(B)**	**Total Turnover from Design, Development/ customization, maintenance and other IT related activities.** (Rs. In Crores) **(C)**	**Net Profit** (Rs. In Crores) **(D)**	**Net Worth** (Rs. In Crores) **(E)**
FY…….				
FY……..				
FY…….				

i. The above turnover (as mentioned in Column C) does not include turnover from Supply of Hardware, 3rd party Software, IT infrastructure and their associated maintenance services.

ii. The average annual turnover of the above three financial years as mentioned in column C is____________________.

iii. This certificate is provided on the basis of Audited Annual Reports and of the respective Financial Year and other relevant details and documents produced before us.

Place: **Sign & Stamp**

Date: **Chartered Accountant**

UDIN:

16.5. ANNEXURE 5: BIDDER'S PROFILE

< *To be submitted in Company's Letter Head*>

Bidder's Profile

Name of the Bidder (in CAPITAL letters only): …………………………………………….

Date of Incorporation in India as: ……………………………………………………………….

Registration No: ………..………………………………………………………………………………

Complete Address with PIN: ……………..…… ………………………………………………….

		Contact Person: ……………………………………………………………..				
Name						
Designation						
Telephone						
Fax						
E-mail						
Goods & Service Tax No.						
Whether Bidder is Micro/ Small Enterprise: *(Yes/No)* *(if Yes, please attach Udyam Registration Certificate)*	Yes/No		If yes, a) Type of Enterprise: ________________ b) Udyam Registration No.: ___________			
Whether Bidder is DPIIT Recognised Start-up Enterprise: *(Yes/No)*	Yes/No		if Yes, Enter DIPP No. __________________________			
PAN No						
ISO Certification						
CMMI Certification						
Total number of employees						
Turnover (in INR Crores)	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**2021-22**	**Average Turnover**
• Total turnover						
• IT related services						
Whether Bidder is blacklisted						
Whether any Litigation Arbitration/ proceeding						

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:

16.6. ANNEXURE 6: LIST OF CLIENTS/PROJECT DETAILS

This list of clients is in reference to the projects as required to submit under Eligibility criteria

Date: dd/mm/yyyy

To,

The Managing Director,

National Informatics Centre Services Incorporated (NICSI)

1st Floor, NBCC Tower,

Bhikaji Cama Place, New Delhi-110066

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for "Empanelment of Agencies for Design, Development, Implementation and maintenance of application software and website".

I hereby declare that below are the details regarding relevant work that has been taken up by our company

General Information		Reference Page number
Name of the project		
Client for which the project was executed		
Name and contact details of the client		
Project Details		
Description of the project		
Scope of services		
Relevance to the current project		

Outcomes of the project		
Other Details		
Total cost of the project		
Total cost of the services provided by the Bidder		
Duration of the project (no. of months)		
Start date		
Completion date		
Current status		
Other Relevant Information (As per section 6.1 eligibility compliance sheet)		
Work Order/ LOI/ Purchase Order/ Contract indicating project value.		
Completion/ phase completion/Ongoing project Certificate from client/ Receipt of all payment certified by CA		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)
Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6.1.

16.7. ANNEXURE 7: ABRIDGED FINANCIAL BID

Financial Bid (BoQ)

Name of the Bidder: ____

Category : (**Tier-2)**

Operating Margin (%OM)

Operating Margin (in %) As per 'Column D' of Annexure: 8	…………………. **(in figures)**	……………………… …………………………… **(in words)**

Note:

i. Percentage value of Operating Margin should be quoted in both figures and words. The value mentioned in words will prevail.

ii. In this proforma, the percentage Operating Margin is the Operating Margin (%OM) as quoted in the 'column-D' of Detailed Breakage of Financial Bid is to be reproduced above.

iii. This proforma shouldn't contain any other addition conditions, otherwise the bid will be rejected.

16.8. ANNEXURE 8: DETAILED BREAKAGE OF FINANCIAL BID

Name of the Bidder: ____

Category : (Tier-2)

Minimum Work Experience	Level	Minimum Remuneration (INR)	Operating Margin (%OM)
A	**B**	**C**	**D**
0+ years	1	30,000.00	Bidder to Quote (%OM) in the BoQ provided in Financial Bid packet.
1 years	2	35,000.00	
	3	40,000.00	
	4	45,000.00	
	5	55,000.00	
	6	60,000.00	
5 years	7	70,000.00	
	8	75,000.00	
	9	85,000.00	
	10	90,000.00	
	11	1,10,000.00	
10 years	13	1,30,000.00	
	14	1,50,000.00	
	15	1,70,000.00	
	16	1,90,000.00	
15 years	17	2,10,000.00	
	18	2,30,000.00	

- **All prices quoted above are exclusive of taxes**

Note:

1. Percentage quoted in Operating Margin (%OM) shall be up to two decimal points.
2. Minimum remuneration indicated above in the Table should be the minimum monthly amount, a deployed resource to be paid (Gross Salary) by the Vendor which shall include standard deductions under various applicable laws (Statutory Obligations). Beyond the Statutory Obligation, any Insurance, etc. will be as per the mutual consent between the employee and employer.
3. In the event, the remuneration paid by the vendor is more then as tabulated above, agency is required to bear the difference amount from their operating margin. Operating Margin (OM) will be paid on the base rates (plus annual increment, if any) as tabulated above irrespective to

the remuneration paid to the employee (subject to not less than the minimum as per the table above).

4. In the event, the employee already has a medical insurance, it may not be mandatory for him to take medial insurance policy offered by the employer (as applicable in the applicable law).
5. For T&M project(s), along with every invoice, vendor is required to submit the proof(s) of payment against breakup of "minimum remuneration". Alternatively, a certificate from the HR head of the organisation may be provided, confirming that the monthly payment (along with other statutory obligations) to the manpower has been made in accordance with the existing empanelment rates and provisions. In the event, any information is found false/forged, it may lead termination of contract and/or blacklisting of vendor for a minimum period of 3 years for participating in NICSI tenders and/or legal proceeding and/or financial penalty depending upon the violation.
6. Work Order will be issued based on User's requirement. For example, a user department asks for a manpower of Level 7. Since, the level 7 lies in the bracket of "min 5 years" therefore the vendors will be asked to provide resources of having experience 5 years or more.
7. Annual increment will be on the "Level" for which WO will be issued to the Vendor. The annual increment will be given if the same resource keeps on working. Example: If a resource is working since past 3 years at "level 7", then 2(two) subsequent increments will be applicable on the initial WO value.

16.9. ANNEXURE 9: PROFORMA FOR NON-DISCLOSURE AGREEMENT

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 Tender No. <*Mention tender no.*> dated <*dd-mm-yyyy*> "**Empanelment of Agencies for Design, Development, Implementation and Maintenance of Application Software and Websites**" (hereinafter called the said 'RFP') to NICSI, having its office at HALL NO. 2&3, 6TH FLOOR, NBCC TOWER, 15 BHIKAJI CAMA PLACE, NEW DELHI – 110066., hereinafter referred to as 'Purchaser' and,

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

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

It is hereby agreed as under:

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

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

3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Tendering process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:

   a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;

   b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;

   c. to restrict access and disclosure of confidential information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

   d. to treat confidential information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

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

5. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by

the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. 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 RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(Service Provider)

Authorised Signatory	Office Seal:
Name:	Place:
Designation:	Date :

16.10. ANNEXURE 10: FORMAT FOR BID SECURING DECLARATION FORM

< *To be submitted in Company's Letter Head***>**

Date: ___________________ Tender No. _________________

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

I/We. The undersigned, declare that:

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

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

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

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

(i) fail or reuse 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 he 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)

16.11. ANNEXURE 11: DECLARATION-CUM-UNDERTAKING AGAINST BLACKLISTING/ NON-BLACKLISTING

(Self-Certification on Company's Letter Head)

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

OR

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

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

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company/ Firm:

Date:

Place:

***NOTE: Do not make any changes except for filling the details**

16.12. ANNEXURE 12: TEMPLATE - TERM OF REFERENCE (TOR)

For the use of User Department/NICSI/NIC (Post Empanelment)

1. **Introduction**: The project/user may be in one-two paragraphs.
2. **Point of Contact**: It shall provide details of the single point of contact (SPOC) of user department and NIC related to the TOR/project related activities, etc.
3. **List of Supporting Documents/ References**: A list of relevant documents/references may be provided for understanding broader project requirements to enable the vendor to estimate duration, cost/efforts etc.
4. **Functional Area to be covered:** The functional activities (Sub-systems, modules to be developed/maintained) may be mentioned.
5. **Scope Of Work**: The list of activities to be covered may be mentioned. The activities may be taken from indicative list provided in this tender.
6. **Standard/Guideline (as applicable):** The list of standards, guidelines to be followed, may be mentioned in this section.
7. **Project Schedule/Timeline:** Project milestones may be mentioned along with deliverables.
8. **Development** (as applicable)
9. **Project Deliverables:** In line with Scope of work, a list of project deliverables may be mentioned.
10. **Selection Criteria**: It may contain the criteria for shortlisting the empanelled vendors. Generally, a presentation is asked from all the vendors to know their level of understanding, approach, resources to be deployed etc. It may be followed by financial proposal to shortlist among technically qualified vendors.
11. **Engagement**
12. **Payment Criteria**: It shall cover payment criteria for the project under TOR.
13. **Annexure(s)**: TOR related templates, formats, etc

16.13. ANNEXURE 13: FORMAT FOR CMMI CERTIFICATION

S.No.	Details of CMMi	To be Filled By the Bidder
1	CMMi Level-3/Level-5	
2	CMMi V1.3/V2.0	
3	CMMI artifacts from Benchmark or Sustainment appraisals	
	i) Scope	
	ii) Appraisal Id	
	iii.) Appraisal Validity	
4	Kindly provide the Website Link of CMMI issuing authority for Verification of certificate	
5	All the units related to this tender hold the CMMi certificate	Yes/No

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company/ Firm:

Date:

16.14. ANNEXURE 14: DOCUMENT CHECKLIST

#	Description	Format	Bid Page No.
For Packet No. 1			
1	Scanned copy of Covering Letter as per Annexure 1 duly sealed and signed	PDF	
2	Scanned copy of **Bid Securing Declaration Form** duly sealed and signed as per the format mentioned in Annexure-10: FORMAT FOR BID SECURING DECLARATION FORM /EARNEST MONEY DEPOSIT. (PDF)	PDF	
3	Scanned copy of original Power of Attorney letter/Board Resolution/ Original Authorization/ Original Self Certificate	PDF	
4	Scanned copy of Bidder's Profile as per 'Annexure-5: Bidder's profile' duly filled in, signed and stamped along with all supporting documents.	PDF	
5	Scan copy of duly filled signed and stamped Eligibility Compliance sheets as per Clause 6: ELIGIBILITY CRITERIA and all the supporting/mandated documents and Annexures required for eligibility criteria.	PDF	
For Packet No. 2			
6	As per BoQ: GTV Financial Bid as per Annexure-7: Financial Bid	XLS	