

No. 10(46)/2009-NICSI

NATIONAL INFORMATICS CENTRE SERVICES INC.  
(NICSI)

A Government of India Enterprise under  
National Informatics Centre (NIC)  
Ministry of Communication & Information Technology  
Government of India

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Tender No: NICSI/Application Dev/2009/53

**Empanelment of Agencies for Application Development**

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#### 1.0 Background and Requirement

- a. National Informatics Centre Services Incorporated (NICS) was set up in 1995 as a section 25 company and is the corporate extension of National Informatics Centre (NIC), Department of Information Technology, Government of India
- b. NICS has to its credit a number of successful projects on networking, software development and implementation, web site design and development, setting up of video conferencing facilities etc.

- c. To ensure support to the projects undertaken by NICS/NIC, NICS proposes to empanel agencies with proven competence in the design, development, implementation, rollout and handholding of large software projects. The agencies would provide support to the ongoing as well as new projects. The empanelled agencies would be expected to set up a team of technical professionals' for the entire project development life cycle. However, working on NICS/NIC projects wouldn't amount to any employment obligation on the part of NICS/NIC.
- d. The projects would be handled through joint project teams consisting of professionals from the agency and NICS/NIC and the project team would work under the overall guidance of NICS/NIC project heads. Requirement of agency professionals for the joint project team would vary from project to project and may include professionals at various levels like project manager to code developers. Considering the project complexities and delivery time, the agencies will deploy adequate manpower with provision to increase/decrease in the number of professionals to adhere to the time schedules.
- e. The agency will deploy resources with educational qualifications and experience commensurate with the project needs. The only condition is that the incumbents forming the team have to be the regular employees of the agency for at least one year.
- f. Upto six agencies will be empanelled for Project support as above. The empanelment will be initially for a period of two years, which can be extended through mutual consent for a further period of one year. Irrespective of the initial/extended period, the empanelment will be deemed to be operative until the close of the assigned projects. NICS reserves the right to empanel more agencies, out of the technically qualified agencies, should the need arise.

## 2.0 SCOPE OF WORK

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- a. For application development, the agencies would provide need based resources. For example for a new project the initial need would be of resources to design the project. The agency resource(s) in association with NICS/NIC project head would design a project in its entirety viz. defining the scope, requirements of hardware/software, networking, time frame and other resources required from time to time.
- b. The projects could be short duration or running for several months. Therefore, it is incumbent on the empanelled agencies that they would be able to post resources as per project needs. For servicing requirements of this tender agencies would post resources already working with them. NICS is not contemplating that agencies would hire and post the resources on the projects after the release of work orders on them. Therefore, the agencies which can't spare their own resources to work on government projects, on a long term basis, need not respond to this tender.
- c. The agency would deliver functional software, source code and complete documentation in the form of system and user manuals.

- d. Empanelled agencies would sign a non-disclosure agreement in addition to an undertaking that the software developed by them for NICS/NIC projects wouldn't be used by them for any other purpose.
- e. IPR of the developed software would remain with NICS/NIC.

### 3.0 ELIGIBILITY CRITERIA

- a. The bidders should hold a valid CMM Level 5 or equivalent certification for working in the area of software development.
- b. The bidders must be agencies engaged in the application design, development, implementation, rollout, training and hand holding activities at least for the past three years. The agency's turn over from software projects, including overseas projects, should be more than Rs. One hundred crores in each of the preceding three years viz. 2006-07, 2007-08 and 2008-09 or 2006, 2007 and 2008. A certificate, in original, from a chartered accountant on the turn over from Software Projects for the reference years may be submitted.
- c. The agencies must have themselves developed and implemented at least three software development projects (in India or overseas) of value more than Rs. 2 crores each in each of the last three years. Copies of Purchase orders and linked satisfactory completion certificates duly signed by the clients should be submitted as supporting documents and Information, on the projects, may be furnished as per Annexure - I. Exclusively software development projects need be quoted. Projects where software development is a part of the overall IT project will not be considered.
- d. An undertaking that the agency has on its rolls at least 500 software professionals working for more than one year may be submitted and details provided as per Annexure-I. For every category of experience the strength should be 10% of the total software professionals.
- e. An undertaking (self certificate) that the agency, in case of empanelment with NICS, would provide its own resources as per NICS/NIC project requirements from time to time.
- f. The agency should be registered with the Service Tax department and carry a valid PAN.
- g. Should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm). Only the relevant pages and not the whole document need be uploaded.
- h. An undertaking (self certificate) that the agency hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of similar services.

In order for their bids to be considered, the Agencies are requested to furnish documents for each of the above clauses.

## 4.0 BIDDING PROCESS

### 4.1 Bid Submission

- a. Agencies are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement 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 agency's risk and may result in the rejection of the bid.
- b. A composite draft amounting to Rs. 500500 towards EMD and tender fee, drawn on a scheduled commercial bank and payable to NICSI, N. Delhi may be placed in an envelope. The envelope should be sealed and superscripted "Tender fee and EMD for NICSI tender for Application Development due on 25/02/2010 at 11:00 AM". The envelope may be addressed to the Managing Director NICSI and submitted at NICSI, N. Delhi office before the due date and time specified above.
- c. The Technical and Financial bids have to be uploaded as per the "UPLOADING PROCEDURE" given in the tender document. Therefore, except for the drafts, no physical document is to be submitted by the agencies.

### 4.2 Earnest Money Deposit (EMD) and Tender Fee

- a. The Agencies shall furnish, Earnest Money Deposit (EMD) of Rs. Five lakhs in the form of Demand Draft / Bankers' Cheque, from a scheduled commercial bank, drawn in favour of NICSI payable at N. Delhi. The EMD of unsuccessful agencies shall be returned without interest after finalization of the tender. EMD of the successful agencies shall be returned without any interest, on receipt of BG of Rs. Ten lakhs valid for the period of empanelment / extended empanelment.

### 4.3 Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited if a Agency

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Agency fails to sign the contract within the stipulated time.

### 4.4 Pre bid meeting

NICSI will hold a pre bid meeting with the prospective agencies at 11:30 AM on 16/02/2010 in the NICSI conference hall. Queries received, from the agencies, two days prior to the pre bid meeting will be addressed. The queries can be sent to Mr Ravindra Kumar, Deputy General Manager, NICSI through email at [ravindra.kumar@nic.in](mailto:ravindra.kumar@nic.in) or faxed on 26105212.

#### 4.5 Last date for uploading of bids

- a. Bids, complete in all respects, must be uploaded on the mentioned site by the due date and time. In the event of the specified date for the submission of Bids being declared a holiday, the Bids can be uploaded up to the appointed time on the next working day for which NICS I will make necessary provisions.
- b. NICS I may, at its own discretion, extend the date for uploading of bids. In such a case all rights and obligations of NICS I and the Agencies shall be applicable to the extended time frame.
- c. As the bids can be uploaded only up to the defined date and time, there can't be any late bids. NICS I will not be responsible for any delay in obtaining the terms and conditions of the tender or uploading of the bid on NICS I's e-procurement portal before the due date and time of submission.
- d. The offers submitted as documents, by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e. At any time prior to the last date for receipt of bids, NICS I, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify the Tender Document by an amendment. The amendment will be notified on NICS I's website [www.nicsi.nic.in](http://www.nicsi.nic.in) as well as on e-procurement portal <http://eproc-nicsi.nic.in>. and should be taken into consideration by the prospective agencies while preparing their bids.
- f. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, NICS I 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 agency in the bid. Withdrawal of a bid during this interval may result in forfeiture of Agency's EMD.
- g. The agencies will bear all costs associated with the preparation and submission of their bids. NICS I will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- h. Printed terms and conditions of the agencies, as uploaded, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any agency, they should clearly specify the deviations in their bids.

#### 4.6 Opening of Bids

##### 4.6.1 Technical Bid

- a. NICS I shall convene a bid opening session on 25/02/2010 at 11:30 AM where one representative from the agencies, who have successfully uploaded the bid, can participate.
- b. Subsequent to this, NICS I will download the technical bids of only those agencies whose tender fee and EMD drafts are found to be in order and haven't withdrawn

their bids. Agencies' representatives can remain present during the bids download process.

- c. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC).

#### 4.6.2 Financial Bid

- a. Financial bids, original and revised, if any, of only the technically qualified agencies, shall be opened on a notified date and time, in the presence of agency's representatives, who chose to remain present.
- b. NICS I at its discretion may call for revised financial bids from the technically accepted agencies, which should be submitted within the stipulated time period set out by NICS I. The rates quoted for any of the items in the revised financial bids shall not be more than the original financial bids, otherwise the bid shall be rejected and EMD forfeited.
- c. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

#### 4.7 Bid Validity

All the bids must be valid for a period of 120 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, NICS I will seek extension in the bid validity period beyond 120 days. The agencies, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

#### 4.8 Evaluation of bids

- a. When deemed necessary, NICS I may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b. NICS I may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other agency.
- c. Any effort by a agency to influence NICS I's bid evaluation, bid comparison or contract award decisions may result in the rejection of the agency's bid and forfeiture of the agency's EMD.
- d. NICS I 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 agencies or agencies and of any obligation to inform the affected agencies of the grounds for NICS I's action and without assigning any reasons.

- e. Printed Conditions mentioned in the tender will not be binding on NICS. If any specific condition is to be accepted it should be specifically mentioned in the tender itself.

#### 4.8.1 Technical Evaluation

The technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the agencies as per the tender specifications. Bids, not satisfying the eligibility criteria will be rejected. Subsequently, the TEC would examine the technical details and may ask for additional information from the agencies. On request from the TEC, the agencies may have to submit additional information. The TEC may call the eligible agencies for a presentation of the projects handled by them and quoted here. The time limit, in which the agencies' 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. Agencies failing to adhere to the specified time limit will be rejected.

#### 4.8.2 Financial Evaluation

- a. After approval of the TEC report by the competent authority, the processing of the second stage will commence with the opening of the Financial Bids of only the technically qualified Agencies. A Financial Evaluation Committee (FEC) would scrutinize the commercial bids. The bids, found lacking in strict compliance to the commercial bid format will be rejected straightaway.

#### 4.9 Award of Contract (Empanelment)

- a. On written communication from NICS for having qualified for empanelment the agency will sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited.
- b. NICS will have a panel of six agencies for availing the services during the period of empanelment, which will be initially for two years. Depending on the project requirements, NICS may extend the period of empanelment for additional one year through mutual consent. The empanelled agencies will have to renew/re-submit the security deposit for the extended period of empanelment.
- c. The agencies selected for empanelment will give security deposit of Rs. 10,00,000 (Rs. Ten Lakhs) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favor of NICS, New Delhi.

#### 4.10 Providing Services / Support

- a. As per the provisions of this tender, the project delivery and resource deployment are responsibilities of the empanelled agencies. NICS/NIC project heads can intervene on the time frame or the number of resources to be deployed or the suitability of a resource to a particular project. The empanelled agencies will fully honor the recommendations of NICS/NIC project heads in this regard.

- b. The agencies would seriously adhere to the project time lines by judiciously managing the absence of its resources from the projects for whatever reasons. Depending on the project requirements resources with a high degree of availability will only be posted. Once the time targets have been fixed, these are to be adhered to under all circumstances, if required, by posting additional resources at no extra cost to NICSI/NIC.
- c. In case the agency fails to post the required resource(s) within 10 working days of raising the demand, a penalty of Rs. 2,500 per resource per day will be levied for a period of 7 days and after that the work order will be cancelled and manpower obtained from alternate sources at the risk and cost of the defaulting agency. The work order cancellation charges will be applicable.
- d. For three defaults of manpower posting or project delays or unsatisfactory performance to the project needs, agency's empanelment will be terminated and EMD/Security Deposit forfeited.
- e. Agency resources deployed on projects will report to NICSI/Client project heads.
- f. The agency will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its resources at NICSI/Client's premises. All equipment will be used only for the purpose of carrying out legitimate business of client organization and will not be put into any other use. For any established damage the extent of damage as decided by NICSI will be final and binding on the agency.
- g. Agency resources will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the Client's problems.

#### 4.11 Penalty for non-performance

- a. The agency will deploy the requisite resources within 10 working days of placing the work order by NICSI. Beyond ten days a penalty of Rs. 2500/- (Two thousand five hundred) per day per person will be levied for a period of 7 days and after that the work order will be cancelled and manpower obtained from alternate sources at the risk and cost of the defaulting agency. Work order cancellation charges will be applicable.
- b. The defaulting agency is liable to pay work order cancellation charges of 10% which will be realized through the pending bills or Security Deposit or by raising claims.
- c. In case of 3 cancellations of the work orders, the Agency's empanelment will be terminated, Security Deposit will be forfeited and work got done from alternate sources at the risk and cost of the defaulting Agency.
- d. In any of the defaults described above, NICSI reserves the right to get the work done through alternate sources at the cost and risk of the defaulting agency.

#### 4.12 Payment terms

- a. The Payments to the agencies will be made on the basis of the man months of the services provided at NICSI/client locations all over the country. The agency will charge in proportion to the presence of a resource on the project.

- b. All payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961, penalty for late payments and other taxes if any as per Government of India rules.
- c. The agency will submit Pre-receipted bills in triplicate, in the name of User A/c NICSi, by the 15<sup>th</sup> day of the succeeding month enclosing therewith satisfactory performance & attendance certificates, from NICSi/NIC project head, for each resource person for whom the bills is being preferred. In addition, copies of the concerned month's pay slip duly certified will also be attached.
- d. Support documents for payment of TA/DA to the resources for the journeys performed on official duty, duly certified by NICSi/NIC project head/Client's representative.
- e. Resources would be required anywhere in India. NICSi wouldn't pay any TA/DA for the first posting. However, a professional would be entitled to TA/DA if s/he is asked to go on tour for project work from her/his project site. In such cases TA/DA as admissible to NICSi employees at various levels or the agency employees, which ever is less, will be applicable. Local TA/DA is not admissible.
- f. Payment will be made within 30 days of submission of completed documents.
- g. On completion of a project, the agencies would submit the final bill within 45 days of project completion. In case of default NICSi may close the project without any liability to pay.

#### 4.13 SECURITY

- a. The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
- b. The agency resources, by virtue of working on NICSi/Client's projects, can't claim any rights on the work performed them. NICSi/Client will have absolute rights on the work assigned and performed by them. The agency or its deployed resources will have no claims on the deliverables.

#### 4.14 INDEMNITY

- a. The empanelled agency will indemnify NICSi and its client organizations of all legal obligations of its resources deployed for NICSi/NIC projects.
- b. NICSi and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency resources during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its resources.

## 5.0 General Terms & Conditions

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- a. The selected agency will not, without NICSİ's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of NICSİ in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance.
- b. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then NICSİ will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- c. NICSİ may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICSİ'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. NICSİ reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- d. In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with NICSİ, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- e. All panel agencies automatically agree with NICSİ for honoring all aspects of fair trade practices in executing the work orders placed by NICSİ.
- f. The Technical support to the project will be provided throughout the country and the period for which the support is required will be indicated by NICSİ from time to time.
- g. NICSİ reserves the right to allocate the business among the empanelled agencies as per its client's preferences, conveniences and the performance of the empanelled agencies.
- h. The professionals deputed to work on the projects would observe the working days/hours of NICSİ/clients. Honorarium, overtime etc. for the work done on holidays or beyond office hours are not admissible to the deployed professionals.

## 6.0 Termination for Insolvency & default

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### 6.1 Termination for Insolvency

NICSİ may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

## 6.2 Termination for default

### a. Default is said to have occurred

- If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by NICS I.
- If the agency fails to perform any other obligation(s) under the contract / work order.

### b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NICS I (or takes longer period in spite of what NICS I may authorize in writing), NICS I may terminate the contract / work order in whole or in part. In addition to above, NICS I may at its discretion also take the following actions

- NICS I may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate NICS I for any extra expenditure involved towards support service to complete the scope of work totally.

## 7.0 Force Majeure

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### a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by NICS I :-

- War / hostilities.
- Riot or Civil commotion.
- Earthquake, flood, tempest, lightning or other natural physical disaster.
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

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

## 8.0 Arbitration

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NICSI and the vendor will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work 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 by the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Director General, National Informatics Centre, N. Delhi and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

## 9.0 Applicable law

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The work order will 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.

### TECHNICAL DETAILS

- a) Name of the Agency:
- b) Incorporated as \_\_\_\_\_ in year \_\_\_\_\_ at \_\_\_\_\_  
(State Registered Firm, Co-operative Society or Partnership Firm)
- c) Whether any Legal Arbitration/proceeding is instituted against the Agency or the Agency has lodged any claim in connection with works carried out by them. If yes, please give details.
- d) Whether the agency complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act : Yes/No
- e) Agency profile (\*)  
Address :

Name of the top executive with designation :

Telephone No :

Mobile :

E-mail :

Service Tax No :

PAN:

Office Strength :

Strength of Software Professionals on agency rolls for the past one year and with experience of				Total Software Professionals	Administrative Strength
10 Years	5 Years	3 Years	1 Year		

- f) Turn over from Software Development: (In Rs. Crores)

2006-07 or 2006	2007-08 or 2007	2008-09 or 2008

- g.) Please specify nine software development projects (in India or overseas) of value more than Rs. 2 crores each, successfully completed in the last three years. The project duration shouldn't be more than 12 months. Information, in the following format, may be submitted along with clients' signed work orders & corresponding satisfactory completion certificates.

S.No.	Caption	Details
1	Name of the Client with address	
2	Year	2006/2007/2008
3	Project Name and summary (5 lines)	
4	Project Start Date MM/YY	
5	Project Completion Date MM/YY	

6	Project Cost in Rs.	
7	Composition of resources deployed Level/Number/Months	
8	Attached work order & corresponding nsatisfactory completion certificate (both duly signed)	
9	Name of the Contact person with phone number	

## h. Payment details:

Particulars	Amount (Rs.)	Draft No.	Date	Bank	Branch
EMD & Tender Fee	500500				

Documents in support of the above may be uploaded with page numbers indicated in the index. Please use separate sheets wherever necessary.

(\*) If the Agency has branch offices in India, please give profile of the branch offices as per item (e) above.

Date:

Authorized Signatory:

Place:

Name:

SEAL

**Financial Bid**

1. Name of the Agency:

Percentage agency charges on the gross salary as reflected in the previous month's salary slip	% in figures	% in words

Service Tax extra as applicable

1. While working out and quoting the percentage above, the agencies need to take into account continued availability of a resource on the project except for a short leave of couple of days in a month. In case a resource goes on leave for whatever purpose an equivalent resource is to be deployed.
2. NICS I will make payments for the resources deployed on the basis of her/his previous month's gross salary plus gross salary multiplied by the percentage quoted and finalized for this tender.
3. In order to establish that the resources deployed are regular employees of the agency, the agency, alongwith the first bill, will submit copies of their salary slips of the of the previous month and of the corresponding month of the previous year. The process has to be repeated in case of change of salary of a resource.
4. L1 is the agency quoting least percentage. In case there is conflict between the value in figures and words, the value quoted in words will prevail.
5. In order to maintain a panel of six agencies, L2, L3..... in that order will be asked to match L1 rates. If L2 agrees they are considered for empanelment otherwise the opportunity will be extended to L3 and so on. If none of the L2, L3....agree to match L1 rates then L1 alone will be on the panel.

Date:

Authorized Signatory:

Place:

Name:

SEAL

## UPLOADING PROCEDURE

TENDER NO. NICSI/Application Dev./2009/53

### EMPANELMENT OF AGENCIES FOR APPLICATION DEVELOPMENTS

#### PROCEDURE FOR ONLINE UPLOADING OF BIDS AND IMPORTANT DATE LINE FOR THE TENDER

- a) The bids for this tender have to be uploaded online on the NICSI e-procurement portal <http://eproc-nicsi.nic.in>. For this the Agencies must have obtained a class 2 digital signature certificate as described on the afore-mentioned portal.
- b) All the bid documents to be uploaded must be digitally signed and sequentially numbered.
- c) Scanned copy of bank draft (in PDF) meant for tender fee and EMD has also to be uploaded. The actual draft has to be submitted to NICSI office in a sealed cover superscripting "NICSI tender for Application Developments due on 25/02/2010 at 11:30 AM". The envelope should be addressed to the Managing Director NICSI and submitted before the Bid submission date and time mentioned in the table given below.
- d) The system allows uploading of bid in terms of packets as follows:

Packet No	Documents to be uploaded	Format
1	Scanned copies of draft for tender fee and EMD	PDF
2	Eligibility Criteria & Technical bid- Annexure - II	PDF
3	Financial bid - Annexure - III	XLS

- e) In case of any uploading problems, NICSI Help Desk (Tel: 011-66660000) may be contacted up to one day before the Date of submission.
- f) The successful uploading of the bid, complete in all respects, delivers an automatically generated Bid-id. Non-generation of Bid-id means the bid hasn't been successfully uploaded. A snapshot of this screen should be obtained and produced at the time of bid opening as a proof of successfully uploaded bid.

Activity	Date
Date of Publication on <a href="http://eproc-nicsi.nic.in">http://eproc-nicsi.nic.in</a>	27/01/2010
Downloading of the Tender Document	From the next day of its publication on the website
Seek Clarifications - Start Date	2 Days after its publication
Seek Clarifications - End Date	2 days before the pre-bid meeting
Pre-bid meeting	16/02/2010 at 11:30 AM in NICSI office
Bid submission start date	22/02/2010 after 10:00 AM
Bid submission end date	25/02/2010 by 11:00 AM
Opening of Bids (Eligibility and Technical)	25/02/2010 on 11:30 AM