

National Informatics Centre Services Incorporated
(A Government of India Enterprise under NIC)
Ministry of Electronics & Information Technology (MeitY)
Government of India

Request for Empanelment (RFE)
of Agencies for Development, Maintenance and Rollout Support of NeVA
(National e-Vidhan Application)



RFE NO. NICSI/ National e-Vidhan Application /2025/03

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Table of Contents

1. FACTSHEET	5
2. INTRODUCTION.....	6
3. ABOUT NICSII.....	7
4. DEFINITIONS.....	8
5. BACKGROUND AND OBJECTIVE	10
5.1 Major Activities.....	10
5.2 Generic Application Architecture of NeVA Application.....	11
5.3 Software Modules of existing NeVA Application.....	13
6. SCOPE OF WORK	17
6.1. Development Support	17
6.2. Productization of NeVA	17
6.3. Execution and Maintenance of NeVA	18
6.4. NeVA Development and Productization - Activities	18
6.5. Manpower for Execution and Maintenance of NeVA	22
6.6. General Responsibilities of Manpower for Execution and Maintenance of NeVA System ²⁴	
7. ELIGIBILITY CRITERIA.....	25
8. BIDDING PROCESS.....	26
8.1. Availability of RFE.....	26
8.2. Pre-Bid Meeting.....	26
8.3. Amendment of RFE Documents	27
8.4. Language of Bid	27
8.5. Bidding Cost	27
8.6. Earnest Money Deposit (EMD) / Bid Security	27
9. BID SUBMISSION	29
9.1. Online Bid Submission	29
9.2. General Instructions for Bid Submission	30
9.3. Bid Opening	31
9.4. Bid Validity.....	32
10. BID EVALUATION.....	33
10.1. Technical Evaluation.....	33
10.2. Financial Evaluation.....	34
11. EMPANELMENT	36
11.1. Signing of Contract	36
11.2. Security Deposit for Empanelment.....	37
11.3. Performance Bank Guarantee (PBG)	37

11.4.	Information Security	38
12.	PLACEMENTS OF WORKORDERS	40
13.	PAYMENT TERMS	41
14.	DELIVERY OF SERVICES	42
15.	PENALTY	43
16.	DEPLOYMENT OF MANPOWER/RESOURCES	44
17.	GENERAL TERMS & CONDITIONS	46
18.	ANNEXURES.....	55
	ANNEXURE-1: BIDDER'S PROFILE	56
	ANNEXURE-2: COVERING LETTER.....	57
	ANNEXURE-3: Sample Format for EARNEST MONEY DEPOSIT (EMD)	59
	ANNEXURE-4: ELIGIBILITY COMPLIANCE SHEET	61
	ANNEXURE-5: SELF-DECLARATION	66
	ANNEXURE-6: ASSIGNMENT/PROJECT DETAILS	68
	ANNEXURE-7: ABRIDGED FINANCIAL BID	69
	ANNEXURE-8: DETAILED FINANCIAL BID	70
	ANNEXURE-9: DECLARATION-CUM-UNDERTAKING REGARDING BLACKLISTING/ NON-BLACKLISTING	72
	ANNEXURE-10: EDUCATIONAL QUALIFICATION AND EXPERIENCE	73
	ANNEXURE-11: EMPLOYEES DETAIL UNDERTAKING	75
	ANNEXURE-12: JOINT DECLARATION - CUM -UNDERTAKING BY EMPLOYEE AND EMPLOYER (EMPANELLED VENDOR).....	76
	ANNEXURE 13: CODE OF INTEGRITY	77

DISCLAIMER

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

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

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

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

1. FACTSHEET

Particulars	Details
RFE No.	NICSI/National e-Vidhan Application/2025/03
Name of Organization	National Informatics Centre Services Inc. (NICSI)
RFE Type	Open RFE
RFE Category	Services
Type of Contract	Empanelment
Service Category	Development, Maintenance and Rollout Support of NeVA
Contract (Empanelment) Period	Three (03) years from the date of contract awarded and an additional Two (02) years' extension upon mutual consent on an annual basis.
Vendor Panel Size	Up to Eight (08) vendors
Earnest Money Deposit (EMD)	INR 5,00,000/- (Five Lakhs Rupees)
Security Deposit for Empanelment	INR 15,00,000/- (Fifteen Lakhs Rupees)
Bid Validity	180 days from the date of bid Opening
Date of Publication	30.05.2025 at e-procurement portal site https://etenders.gov.in
Pre-Bid queries submission last date:	06.06.2025 till 14:00 Hours <i>Note: Bidder who had sent their queries / request to participate, through e- mail (tender-nicsi@nic.in), will only be allowed to attend the pre-bid meeting.</i>
Pre-bid Meeting Date & Venue:	09.06.2025 at 11:30 Hrs. at NICSI / through Video Conference
Last date and time for Bid submission	19.06.2025 at 15:00 Hrs. Proposals that are received late WILL NOT be considered in this procurement process
Opening of Bids	20.06.2025 at 15:30 Hrs.
Opening of Financial Bids	Will be Informed Later after Technical Evaluation
Number of Packets	Two packets online bid submission as under: Packet-1 Technical Bid [EMD (Bid Security deposit), Eligibility Criteria, etc.] Packet-2 Financial Bids (Abridged & Detailed 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. 1stFloor, 15 NBCC Tower, Bhikaji Cama Place, New Delhi-110066 Email: tender-nicsi@nic.in , Phone: 011-22900525/35

2. INTRODUCTION

This document is a Request for Empanelment (RFE) to Development, Maintenance and Rollout of NeVA in Central/State Government Departments including Parliament and Legislative Assemblies/Councils and its Maintenance. The purpose is to empanel reputed firms having relevant experience to deliver as per the requirement of NICS/NIC and/or its client.

“The mission of National e-Vidhan Application (NeVA) is to make all the States/UTs Legislatures including two Houses of Parliament paperless/digitized, streamlining all the processes for information exchange with the different Government Departments and to publish the contents on the public portal as and when it happens. It also aims to assist the Members of all Legislative Bodies including States/ UTs Legislatures and Members of Parliament to use the latest ICT Tools for preparing themselves for participation in the legislative debates more effectively.”

NICS/NIC proposes to empanel vendors having proven expertise in Development, Maintenance and Rollout of client/server software apps/tools, Web Portals, Web Enabled Applications, Web Sites and Mobile Apps developed 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 and their rollout.

For projects/assignment initiated prior to this empanelment, the terms and conditions as per Work Order already issued to the vendor shall prevail. However, post empanelment of vendors through this RFE, any new Work Order issued shall adhere to terms & conditions (along with revised rates) laid out through this new empanelment. The empanelled vendors may be required to provide services anywhere in India online/onsite(s) as per project requirements.

Interested parties may view and download the RFE 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/RFE.

3. ABOUT NICSI

National Informatics Centre Services Inc. (NICSI) was set up in 1995 as a section 25 Company (now Section 8 Company) under National Informatics Centre, Ministry of Electronics & Information Technology, Government of India to provide total IT solutions to the Government organizations. NICSI provides services for several e-Governance projects undertaken by NIC, MeitY, Central/State Governments and Government Organizations (like Public Sector Undertakings).

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 RFE. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful bidder 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.
- **"Consulting Service"** means any subject matter of procurement (which as distinguished from 'Non Consultancy Services' involves primarily non-physical project-specific, intellectual and procedural processes where outcomes/ deliverables would vary from one consultant to another), other than goods or works, except those incidental or consequential to the service, and includes professional, intellectual, training and advisory services or any other service classified or declared as such by a procuring entity.
- **"Contract"** shall mean the Work / Purchase 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 Power Rules
- **"e-Governance"** ICT (Information and Communication Technology) based projects in government sector
- **"Financial Year" (FY)** is the period from 1st of April till 31st of March of a year.
- **"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
- **"NeVA"** shall mean National eVidhan Application
- **"NIC"** shall mean National Informatics Centre
- **"NICSI"** shall mean National Informatics Centre Services Incorporated
- **"Offices"** means any establishment described as a Registered Office, Corporate Office or

Branch offices by the bidder.

- **"Party"** shall mean either NICS or Bidder individually and **"Parties"** shall mean both NICS and Bidder collectively.
- **"RFE"** shall mean Request for Empanelment, RFE Document or Bidding Document including the written clarifications issued by NICS in respect of the RFE.
- **"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
- **"TEC"** shall mean Technical Evaluation Committee.
- **"TOR"** shall mean Term of Reference

5. BACKGROUND AND OBJECTIVE

NeVA is an e-Governance Solution for Legislative Assembly to automate the process involved in working of House including various House Committees, its Secretariat and managing Constituencies by respective Hon'ble Members.

All documents related to the House are made available online to Hon'ble Members through touch screens installed on their tables and Mobile Apps. All papers for laying are received online from government departments.

"The mission of National e-Vidhan Application (NeVA) is to make all the States/UTs Legislatures including two Houses of Parliament paperless/digitized, streamlining all the processes for information exchange with the different Government Departments and to publish the contents on the public portal as and when it happens. It also aims to assist the Members of all Legislative Bodies including States/ UTs Legislatures and Members of Parliament to use the latest ICT Tools for preparing themselves for participation in the legislative debates more effectively."

The mission of e-Vidhan or NeVA MMP is to make all the State/ UTs Legislatures paperless, streamlining all the processes for information exchange with the different State Government Departments and to publish the allowed contents on the public portal as and when it happens. It also aims at to assist the Members of the States/ UTs Legislatures to use the latest ICT tools for preparing themselves for participation in the legislative debates & law-making process and empower them to handle it smartly and efficiently. It will also enable the electronic flow of information, laying of documents on the Table of the House and Electronic information exchange among all the stakeholders, thus, to create less paper legislature in the country. This will also provide Data analytics, Information processing and analysis of the data of all the State Legislatures.

5.1 Major Activities

- Connecting House Committees online with all government departments so that all correspondence such as notices, questionnaires and replies by departments may be online.
- e-Constituency Management for Hon'ble Members, government departments and public which is an integrated interface for the MLAs with a single sign-on for accessing the data related to their respective constituencies for the following services:
 - Public Grievances
 - Public Works
 - Offices and institutions
 - Correspondences
- Digitizing all previous Assembly records of the library such as debates, bills, Questions & Replies, Speeches etc.
- To be implemented in all assemblies. Current seeker states are:
Punjab, Odisha, Bihar (both houses), Gujarat, Manipur, Meghalaya, Arunachal Pradesh, Sikkim, Haryana, Tamil Nadu, Himachal Pradesh, Nagaland, Tripura, Chhattisgarh, Puducherry & Uttar Pradesh (Assembly).

Major Modules:

- Master data Module
- House Centric Module: Presiding Officer
- Minister-Secretary Centric Module
- Table Office –Business Controller
- List of Business – eBook (for Members)
- Speaker’s Talk Time Management
- Member’s Attendance
- Question Processing Module
- Paper’s Laid module
- Committee Management Module
- Bills Management Module
- Reporters Module
- Department’s Module
- Digital Library & Telephone Directory
- In built e-File system
- NeVA Web Portal (<https://neva.gov.in>)
- NeVA CMS (<https://cms.neva.gov.in>)
- Digital House (<https://ebook.neva.gov.in>)
- NeVA Mobile Apps (IOS and Android and other compatible platform)
- e-Constituency + Grievances Module



5.2 Generic Application Architecture of NeVA Application

Application has been developed using following technologies: -

- Web Platforms: IIS 7
- Web Technologies: HTML 5, CSS 3, Java Script, BootStrap
- Windows Platform: Windows 7 and above
- Programming Tools: C# .NET Visual Studio 2012 with Framework 4.5

- Design Technologies: MVC, WPF, WCF, Entity Framework 6.0
- Mobile Platform: Android 4.0+
- Mobile Programming Tool: Java with Android Studio/Eclipse
- Backend Database: SQL Server 2012

Technologies in use:

- Web Platforms: IIS 10
- Web Technologies: HTML 5, CSS 3, Java Script, JQuery, Json, Bootstrap
- Windows Platform: Windows 7 and above
- Programming Tools: C# .NET Visual Studio 2012 with Framework 4.5
- Design Technologies: MVC 4.5, WPF, WCF, Entity Framework 6.0
- Evo Pdf (html to pdf generations)
- itext sharp (for cutting pdf and merge)
- TFS (Team Foundation Server) for common development/Version Management & auto deployment
- MS SQL 2017

Digital House- Consists of Business Controller module, Display Module and eBook which are accessible for the different users during the House.

- Asp .Net Core 2.2(Open-Source Web Framework)
- ASP .Net -Signal R core for Chat communication, Voting, House display.

Mobile Application: Neva iOS App

- Platform:- iOS
- Neva iOS App current Version no :- 1.0.2
- Neva iOS App current Version no in app store :- 1.3.45
- Technology used front-end :- Ionic version 1
- Technology used Back-end :- WCF, using rest API's
- Using MacBook pro :- OS version 10.15.3
- Development Tools used :- Sublime text IDE, Xcode Version 11.3.1, Visual studio code.

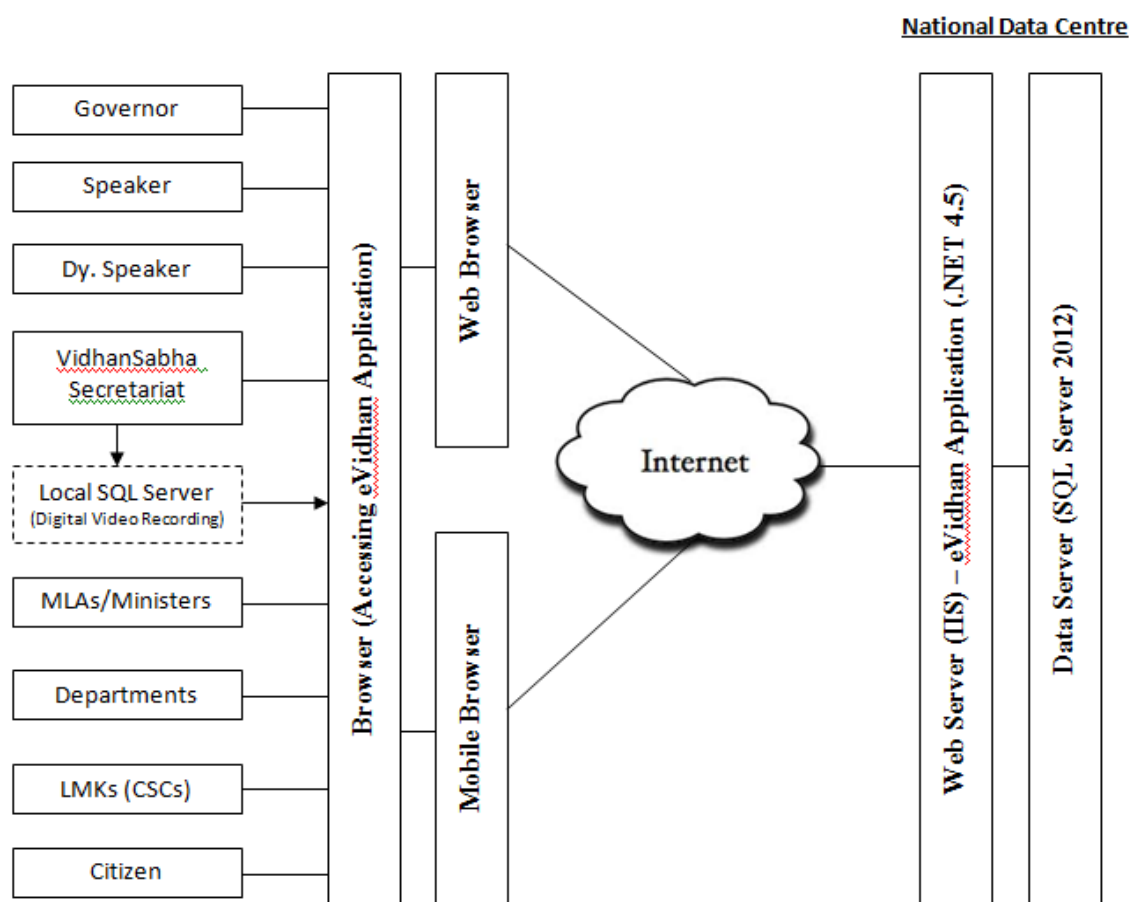
Mobile Application Android

- Mobile Platform: Android 4.0+
- androidx.appcompat.appcompat:1.0.0
- Platform java JDK 1.8 version
- Android studio version: 3.6.3
- Neva Android App current Version number: 1.0.4
- Neva Android App current Version on Play store: - 1.0.3
- Technology using front end: core java
- Technology using Back end: - using rest API's
- Development Tools used: - ADT

Exchanging information in secure mode with the followings using WCF technology

1. SMS Gateway Service
2. E-Mail Gateway Service

Oracle / MSSQL / other DB: MS SQL2017 Server



5.3 Software Modules of existing NeVA Application

1. **House Proceeding Management Module (Legislation):-** The NeVA House Proceeding Management is used to control the activities of the Assembly House. This has various sub-modules.
2. **e-Book Module for Members (Legislation):-** e-Book Module for Members would be mainly accessed from the touch-screen based systems by the Members inside the Assembly. The application data should also be accessible from the android-based devices for the members of the house.
3. **e-Book Module for Speaker (Legislation):-** e-Book Module for Speaker would be mainly accessed from the touch-screen based systems by the Speaker inside the Assembly. The application provides information to Hon'ble Speaker to aid him/her in controlling the House.
4. **Business Controller Module (Legislation):-** This module is used to control and document the flow of events inside the Assembly House.

5. **Information Display Module (Legislation):-** Module to display the proceedings of Assembly House in big display panels.
6. **Members Registration Module (Legislation):-** This Module is used to register the biometric information of Hon'ble Members for using the e-Book module inside Assembly House.
7. **New Events Management Module (Legislation):-** This module is used to introduce new events in LOB during the proceedings of the day.
8. **Budget Viewer Module (Legislation):-** This module is to view the detailed information regarding the current and past budgets.
9. **Reporters Module (Legislation):-** The House Reporters uses this module to create a transcript of the House proceedings.
10. **Entry Pass Verification Module (Legislation) :-** The windows based Entry Pass verification application is to facilitate the Pass verification at the point of entry in the Vidhan Sabha Secretariat during the session.
11. **Questions Processing Module (Legislation):-** This module is used for Submission of Starred and un-starred Questions by the honourable Members, processing of the submitted Questions at the Vidhan Sabha Secretariat, publishing the Question on the public website, sending of the question to the Departments and submission of the reply by the Departments.
12. **Notice Processing Module (Legislation):-** This module is used by the Vidhan Sabha to process the Notices sent by various departments to the Vidhan Sabha Secretariat.
13. **Assembly Bills Module (Legislation):-** This module is used by the departments for submission of the bills to be introduced and the bills passed in the Assembly House. The Legislation section at the Vidhan Sabha Secretariat uses it to fix the laying of the bills inside the house and uploading of the Assented bills and Act file in the NeVA system. The bills to be introduced become part of the List of Business (LoB) on their date of laying in the house. The bills Introduced, Passed, Assented and Act file etc. are published to the public website under respective sections.
14. **Govt. Departments module (Legislation):-** This module in the application enables the departments to send the replies to Notices & Questions, Bills and Other Papers to the Vidhan Sabha Secretariat.
15. **Vidhan Sabha Committees Module (Legislation):-** This module is used by the Vidhan Sabha Secretariat to manage files related to various committees.
16. **Member's Web Portal (Legislation):-** Using this Web Portal Hon'ble Members will submit online Questions and Notices to Vidhan Sabha, manage their Tour programmes, manage their Constituency work and handle the Public Grievances.
17. **Minister's Web Portal (Legislation):-** Using this Web Portal Hon'ble Ministers will see the replies to Questions and Notices and see Other papers and Bills submitted by the concerned Govt. Departments.

18. **LOB Creation & Paper Laying Module (Legislation):-** Vidhan Sabha Secretariate will create the List of Business for the particular day and attach the papers to be laid in the House.
19. **Entry Pass Management Module (Legislation):-** The Access Pass module of the NeVA application is used for Access Pass creation and report generation of the passes. The Access Pass module enables the Department, Ministers, Journalists and Receptionist to submit request in the system for Individual/ Vehicle passes for the Vidhan Sabha Secretariat. The submitted requests are shown on the Administrative Section login for the approval.
20. **Constituency Management Module (Legislation):-** The Constituency Management module of the developed NeVA application package will facilitate the honourable members in (1) Monitoring the works at the constituency level, (2) Viewing the Offices and Institutions and the officers posted within their constituency, (3) Directing the citizen grievance to the concerned office in the constituency.
21. **Members Mobile Application (Legislation):-** The members and the general public may use this module to go through the proceedings of the house from the handheld devices having android OS. The respective members to whom the grievances can be submitted are required to be registered with the application.
22. **Media Mobile Application (Legislation):-** The Media person may use this module to go through the proceedings of the house from the handheld devices having android OS.
23. **Documents Search & Retrieval Module (Public Portal):-** The Search and Retrieval module will be used for the search and retrieval of digitized assembly documents based on their metadata.
24. **Public Web Portal (Public Portal):-** This module is used to manage the content publishing on the website of Vidhan Sabha. The contents are uploaded by using the Admin or Super Admin module and are stored in the database/ File Structure.
25. **News & Notices Module (Public Portal)**
26. **Public Grievance Mobile Application (Public Portal) :-** The general public may use this module to go through the proceedings of the house from the handheld devices having android OS. The general public may also use this module to submit their grievances to the respective member of the constituency, review it, close it.
27. **Establishment Management Module (Office Automation) :-** The Establishment module in the application is used to manage the master data for the Employees which will be used and accessed by other modules of the NeVA application. The details of the Designations, Employment, promotion, Account Details, Contact details, leave records, training information, retirement and pension information of the employees of the Vidhan Sabha Secretariat.
28. **Staff Recruitment Module (Office Automation) :-** This a web portal for showing the Job opportunities in the Vidhan Sabha.

29. **Accounts Module (Office Automation) :-** This module is used to process the Salary and bills reimbursements for the Vidhan Sabha Staff.
30. **Member Amenities Module (Office Automation) :-** This module is used to process the Salary and bills reimbursements for the Members. Also used for processing the Loan disbursement and Loan recovery for the Hon'ble Members. And to allocate budget and generate expense related reports.
31. **Library Module (Office Automation) :-** This module in the application would facilitate the working of the day to day activities in the Library in the Vidhan Sabha Secretariat. This will facilitate in management of the books, reports and debates and Library, and managing the press clippings.
32. **eFile mobile Application (Office Automation) :-** This mobile application is used to scan & attach paper files to the concerned eFiles.
33. **Documents Digitization Module (Office Automation) :-** This module of the application will facilitate the NeVA Digitization team to store the past assembly documents along with its metadata as part of the digitization process. The assembly documents include Debates and Proceedings, Questions and replies, Legislative Bills, Bulletins and Committee Reports.
34. **Server Synchronization Module (Web Administration) :-** This module is used to keep the cloud based and on-premises files & database in synch always.
35. **SMS Integration Module (Web Administration) :-** This module is used to sent SMS from various other modules in e-Vidhan application.
36. **eMail Integration Module (Web Administration) :-** This module is used to sent emails from various other modules in e-Vidhan application.
37. **Super Administration Module (Web Administration) :-** The Super admin module of the NeVA application is used to update the master tables in the database. The different modules of the application use the data from these master tables of the database to perform various functions.
38. **Web Administration Module (Web Administration) :-** This module is used to manage the public web portal of e-Vidhan.
39. **User / Role Management Module (Legislation):-** This module will be used for user registration, submission of request for Department & roles by the user to their Heads. Approval of the received requests by the Heads.

6. SCOPE OF WORK

Development, Maintenance and Rollout Support of National e-Vidhan Application (NeVA) in Central/State Government Departments including Parliament and Legislative Assemblies and its Maintenance

This RFE is for the empanelment of vendors having proven expertise in Development, Rollout and Maintenance of client/server software apps/tools, Websites/Portals, Web Enabled Applications, Web/Mobile Apps, APIs/micro services, 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 e-Vidhan Mission Mode Project (MMP) envisages centralized architecture at the National level with common application software for each of the identified services. The application software will be hosted on the National Cloud (Meghraj). Integration across States Legislatures would be enabled, through adherence to technical specifications and e-Governance standards. The key aspects of the project are Business Process Re-engineering (BPR) and creation of databases based on e-Governance standards for the purposes of ensuring interoperability. BPR is intended to enable process simplification and significant value addition to Members and citizens. The project will cover 28 States and 3 Union Territories with Legislative bodies. All these 31 States/ UTs are to be covered by NeVA, out of which 25 are having Unicameral Legislature and remaining 6 are Bicameral. Moreover, there are 5 States/UT Legislatures viz. Jammu & Kashmir, Himachal Pradesh, Uttarakhand, Karnataka & Maharashtra, whose sessions are held at two different locations thereby making total of 44 locations for implementation of the project. Apart from these, the various government organizations, etc. are also to be covered under this.

The major activities for NeVA can be categorized as;

6.1. Development Support

Deployment of resources for supporting development of NeVA application based on the various inputs received from sites and upcoming new requirements from various sectors.

6.2. Productization of NeVA

Deployment of resources for implementation of NeVA in any Central/State Government Department including Parliament and Legislative Assembly including customization and localization of NeVA productized software.

The scope of work also includes gap analysis of states, clearance of Web Security Audit.

Remarks: -

If there is requirement from any Central/State Government Department including Parliament and Legislative Assembly for customization and localization of NeVA productized software, the work may be awarded to the empanelled vendors under this section according to the need

of the concerned user department with all its terms and conditions as applicable to NICSI. The number of Months/Resources may be increased/decreased as per requirement of the user department.

If there is requirement from the Central Project Management Unit for management of NeVA websites and data on the National Cloud, the work may be awarded to the empanelled vendors under this section according to the need with all its terms and conditions as applicable to NICSI. The number of Months/Resources may be increased/decreased as per requirement of the user department.

The selected agency would deliver functional software, source code and complete documentation in the form of system & user manuals, studies conducted for the project including web security audit certificates.

The selected agency would sign a non-disclosure agreement in addition to an undertaking that the software developed by their professionals for this NICSI/NIC project wouldn't be used by them for any other purpose.

IPR of the software developed for this project would remain with NIC.

6.3. Execution and Maintenance of NeVA

Deployment of resources for execution and maintenance of application at sites.

The deployment under this empanelment will be for works as defined in the scope of work including deployment in the Legislative bodies/Lok Sabha/Rajya Sabha, other elected bodies and allied offices.

The deployed resources will report to NIC project head. By virtue of their working on NICSI/NIC project there will be no employment obligation in NICSI/NIC.

The selected vendors have to ensure continued availability of their professionals for duration of the work as decided by the client users. The vendors would ensure replacement of a deployed resource of equal capability within a period of 10 days in case a resource leaves the agency or goes on leave for whatever reasons or is found unequal to the job assigned.

The service has to be provided at client user site only. No TA/DA will be admissible for the posting of a manpower.

The workplace for the deployed resources will be client user site, where all the infrastructure support like seating arrangement except computers/laptops, connectivity and access to the development server will be provided by client user.

6.4. NeVA Development and Productization - Activities

The activities involved but not limited to are mentioned as below in various sub-sections.

The scope may include all the activities or a combination of activities along with indicative deliverables as mentioned under various sub-sections.

Since NeVA is already developed application, these activities will be according to the stage of development of application, its architecture and technology already in use. Resources are required to follow the laid-out procedures, formats and processes. For all such activities, the deployed resources will coordinate with NIC Team and report to NIC project head.

The application/software so 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.

6.4.1. Project Management

This activity includes project planning, schedule/milestones, deliverables, 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 / reporting authority / third party PMU. Revised plan may be prepared, if required.

6.4.2. Software Development Life Cycle Activities

Requirement/Gaps Gathering

The understanding of requirements/Gaps 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).

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 be identified for generalization/implementation in other systems with or without customization or configuration.

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.

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 performed 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.

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 rectify source.

Quality Assurance

Ensure compliance with the "Guidelines for Indian Government Websites" (GIGW Version 2) <https://guidelines.gov.in/>.

Developers' Training and Knowledge Transfer

In the event of replacement/new resource deployment, the Developers' training program may include training and knowledge transfer to the authorized developers for taking over the system.

Users' Training

The training program may include training to the user department to 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.

6.4.3. NeVA Execution / Operations - Activities

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

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.).

Server Security

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

Application Security

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

Data Security

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

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.

6.4.4. NeVA Application Management – Activities

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

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.

System Integration

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

Application support

Vendors empanelled through this empanelment process, would be required to provide NeVA 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.

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.

On-site support

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

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.

6.5. Manpower for Execution and Maintenance of NeVA

Sr. No.	Type of Post (Designation)	Job Profile
1	Project Manager	Overall Project Management of NeVA System. Monitoring & Evaluation of the application Coordination with stakeholders and states for updates.
2	Business Analyst	Support for requirement gathering of the NeVA system from the respective stakeholders
3	Server Administrator/Cloud Administrator	Maintain the infrastructure and functionality of a NeVA's cloud structures. Assist the client in installing their cloud services, while working alongside cloud engineers and other cloud management employees to ensure that networks continue to function well.
4	Database Administrator	DATA Servers of NeVA System: Management of Data Servers at GOI Cloud Delhi and Local Data Servers at State Legislative Assembly. Data/Audio/Video Backups/Recoveries.
5	Web Administrator	WEB Servers of NeVA System: Management of Web Servers at GOI Cloud Delhi and Local Web Servers at State Legislative Assembly.
6	Database Architect / Solution Architect	Developing and optimizing database models to store and retrieve information. Analyze system requirements, migrate data, and design data models. Should have expertise in SQL, Oracle, and / other data visualization tools.
7	Senior Developer	Responsible for designing, testing, and implementing new and updated software programs. Lead the development team with all software development tasks. Ensure all projects are completed on time and to company specifications.
8	Developer	Responsible for developing, coding, installing, and maintaining software systems. Modify existing software or develop entirely new resources as per the requirements.
9	Software Designer	Designs, develop and maintain software at a client location. Analyse information received from stakeholders to plan and execute software development for varying needs. Find bugs and fix them to ensure the software runs without errors. Develop and implement new techniques for testing and validating software systems.
10	Sr. Technical Support Professional	Provide advanced level technical support for escalated issues conducting network configuration, workstation installation, server configuration and hardware configuration analysis, etc...
11	Technical Support Professional	Trainings to MLAs, Legislative Assembly Secretariat, Government Secretariat, Government Departments and Media.

Sr. No.	Type of Post (Designation)	Job Profile
12	Technical Document Writer	Research, outline, write, and edit content, working closely with various stakeholders to understand project requirements. Gather information from subject-matter experts and develop, organize, and write procedure manuals, technical specifications, and process documentation. Work with development and support leads to identify documentation repositories, revise and edit, and determine best solutions for data compilation and centralized storage
13	Content Writer	To develop informative and engaging articles to help NeVA application showcase its usability & support the user as well as to the general audience.
14	Web Designer	Create the design and layout of a website or web pages. Focus on the visual aspects of a site, such as its layout and its usability, etc...
15	Graphic Designer	Conceptualize visuals based on requirements. Create images and layouts. Test graphics across various media
16	Social Media Manager	Develop and execute content calendars. Create and nurture social media communities. Track useful social media metrics. Create effective social media marketing campaigns
17	Technical Lead	Determine project requirements and develop work schedules for the team. Delegate tasks and achieve daily, weekly, and monthly goals. Liaison with team members, management, and clients to ensure projects are completed to standard. Identify risks and form contingency plans as soon as possible. Analyze existing operations and schedule training sessions and meetings to discuss improvements.
18	Security Analyst	Define, plan, implement, maintain, and upgrade security measures, policies, and controls. Write reports and provide insights on the efficacy of the current security policies, incident responses, disaster recovery plans, and other security-related information.
19	Quality Assurance/Tester	Design test plans, scenarios, scripts, or procedures. Document software defects, using a bug tracking system, and report defects to software developers. Identify, analyze, and document problems with program function, output, online screen, or content.
20	Technical Trainers	Devise technical training programs according to NeVA's requirements. Produce training schedules and classroom agenda. Determine course content according to objectives.
21	Mobile Application Developer	Create, test, and develop applications on mobile devices. Work on popular operating system environments like iOS and Android and consider UI and UX principles when creating applications.
22	Network Operation Professional/Engineer	Management of Local Area Network and computers/printers at State Legislative Assembly and MLA Hostels.
23	Operation Manager	Management of Software Operations: Day-to-Day Technical field Support to MLAs, Legislative Assembly Secretariat,

Sr. No.	Type of Post (Designation)	Job Profile
		Government Secretariat, Government Departments and Media. Providing Services in e-Facilitation Centre for MLAs. Supervision of jobs of Operation Assistants.
24	Operation Assistant	Assistance in Software Operations: Day-to-Day Technical Assistance to MLAs, Legislative Assembly Secretariat, Government Secretariat, Government Departments and Media as per guidance of Operational Managers. Providing Services in e-Facilitation Centre for MLAs. Data entry, handling files and drafting letters/reports.

All manpower shall have to perform Special Duty related to NeVA during the Assembly Sessions.

6.6. General Responsibilities of Manpower for Execution and Maintenance of NeVA System

- They have to handle the important and confidential information of the Government and if it is found that they have disclosed the confidential information of the Government, the necessary action will be taken against them by the concerned empanelled Vendor.
- They have to handle expensive equipment/items for execution and maintenance of NeVA system, therefore, the equipment/items already issued/will be issued to them in writing and on loss of the equipment/item they have to bring the equipment/item with same specification and deposit it in the Legislative Assembly Secretariat for updating the record accordingly. If they fail to return/deposit the lost equipment/item, the necessary action will be taken against them by the concerned empanelled Vendor.
- In case of resign, they have to give the prior notice of at least one month, so that the new manpower can be trained enough to handle the technical work successfully, otherwise the necessary action will be taken against them by the concerned empanelled Vendor.

The selected vendor shall add all above mentioned General Responsibilities of Manpower for Execution and Maintenance of NeVA System in the agreement signed with the employee to be employed in the NeVA Wing.

7. ELIGIBILITY CRITERIA

The eligibility criteria given in this section must be met and to be submitted along with supporting documents towards eligibility compliance and checklist sheet as per **Annexure-4**. 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, no fresh documents shall be accepted.

Note:

- a) Wherever, the term PO (Purchase order) is mentioned in this RFE, 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-disclosure 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 RFE document without any pre-condition shall be short-listed for further bid evaluation. Copy of RFE document clearly signed and stamped by the Authorized Signatory of the bidder to be attached.
- f) 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.
- g) 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 should be uploaded electronically and document properly page numbered and indexed. Undertaking for subsequent submission of any of the required document/Deviations will not be entertained under any circumstances. NICSI reserves the right to seek clarifications on the already submitted documents; however, no fresh documents shall be accepted. 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.”

Decision of the NICSI will be final and binding on the bidders.

8. BIDDING PROCESS

Bidders are advised to study the RFE Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of RFE 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 RFE 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.

8.1. Availability of RFE

- (i) The RFE document is available at NICSI e-procurement site <http://etenders.gov.in>
- (ii) Prospective bidders desirous of participating in this RFE may view and download the tender document free of cost from the above-mentioned website.
- (iii) The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFE documents. Failure to furnish all information required as mentioned in the RFE documents or submission of a proposal not substantially responsive to the RFE documents in every respect will be at the bidder's risk and may result in rejection of the proposal.
- (iv) Online bidding can be done through NICSI e-Procurement System at NICSI e-procurement site <http://etenders.gov.in>

8.2. Pre-Bid Meeting

- (i) NICSI shall hold a pre bid meeting with the prospective bidders as per the schedule provided in **Section- FACTSHEET**. Queries received from the bidders regarding bidding conditions, bidding process, item specifications, evaluation criteria, etc., in writing, or over email (**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
- (ii) **Only those pre-bid queries which are received in the following prescribed format (in an excel) shall be entertained:**

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

- (iii) NICSI is not bound to clarify any query received after the day as described above. NICSI will review every query and on due consideration will issue corrigendum (if require). However, NICSI does not undertake to answer each individual query (ies). Bidders shall not assume that their unanswered queries have been accepted by NICSI.
- (iv) The Pre-Bid meeting shall be organized at NICSI. All interested prospective bidders (maximum two authorized representative) may participate in the pre-bid meeting.
- (v) To join the Pre-bid meeting, interested bidders are required to provide following details on email id at "tender-nicsi@nic.in" **two days before the schedule pre-bid meeting date**. The

meeting detail will be shared later over the email to the bidder.

Name of the company: M/s _____

Name of the authorised representatives to attend: _____

Email Id of the representative: _____

Contact No. of representative: _____

8.3. Amendment of RFE Documents

- i. At any time prior to the last date for receipt of bids, NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE 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.
- ii. To give prospective bidders reasonable time to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend last date for the receipt of bids.
- iii. No bid may be modified after the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of EMD (Bid Security deposit).

8.4. 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.

8.5. Bidding Cost

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

8.6. Earnest Money Deposit (EMD) / Bid Security

- a. Bidders shall submit, along with their Proposals, an EMD as per the details given in "FACT SHEET".
- b. Original EMD must be deposited at NICSI, New Delhi on or before last date & time of submission of bid.
- c. **The EMD amount is as per factsheet.**
- d. In case the EMD is not received by the stipulated time then the NICSI reserves the right to forth with and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- e. The bid security may be accepted in the form of Bank Guarantee(BG) or eBank Guarantee (eBG) from any of the Commercial Banks or payment online in an acceptable

- form.
- f. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the signing of contract to the successful bidder.
 - g. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
 - h. The EMD of successful Bidder would be returned upon submission of Security Deposit.
 - i. No interest shall be payable on EMD, in any case.
 - j. The EMD may be forfeited in the event of:
 - If a bidder withdraws its bid during the period of bid validity.
 - If a bidder modifies its quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the bidder fails to sign the contract or to furnish bank guarantee for security deposit for empanelment (including e-BG) within specified time, in accordance with this RFE
 - k. The EMD as Bank Guarantee shall be valid for a period of 180 days from the date of issue.

9. BID SUBMISSION

- (i) Bidder shall adhere to the timelines as mentioned in the Section: FACT SHEET. No bids shall be accepted post the deadline as mentioned in this schedule.
- (ii) Bids submitted in Online will be only considered for the RFE opening process and further evaluation.
- (iii) Incomplete bids will be rejected straight away and will not be considered.

9.1. Online Bid Submission

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

Packet Number	Documents to be uploaded	Packet File Format
Packet-1 (Technical Bid)	<p>The files should be saved in a PDF version as '<i>packet1<BidderName>".pdf</i>'</p> <ol style="list-style-type: none"> Scanned copy of Covering Letter in Company Letter Head as per Annexure-2: COVERING LETTER for Bid duly sealed & signed (PDF) Scanned copy of EMD (Bid Security Deposit) duly sealed and signed as per the format mentioned in Annexure-3: Sample Format for EARNEST MONEY DEPOSIT (PDF) Scanned copy of Original Power of Attorney letter in a Non-Judicial Stamp Paper of at-least Rs.100/- or Board Resolution in Letter Head in original in case of Registered Limited Companies Or Original Authorization in Letter Head in case of Partnership Firm Scanned copy of Bidder's Profile as per Annexure-1 duly filled in, signed and stamped along with all supporting documents. Scan copy of duly filled signed and stamped Eligibility Compliance Sheets as per Annexure-4 and all the supporting/mandated documents and Annexures required for eligibility criteria. <p>Note:</p> <ol style="list-style-type: none"> The PDF file not containing the above documents or containing the financial bid in the explicit/implicit form will lead to rejection of the bid. Provide other document(s), as asked/mentioned anywhere in the RFE to be submitted along with technical proposal/bid. 	PDF
Packet-2 (Financial Bid)	<p>Financial Bids to be uploaded as:</p> <ol style="list-style-type: none"> As per BoQ: GTV Financial Bid as per Annexure-7: ABRIDGED FINANCIAL BID (in .xls format) <p>And</p> <ol style="list-style-type: none"> Detailed financial bid as per Annexure-8: DETAILED FINANCIAL BID (in .pdf format). The Detailed Financial Bid scanned pdf files, then should be saved in a RAR '<i>Detailed_Fin <Bidder's Name>".RAR</i>' 	XLS & RAR

Instructions for Online Submission

I. Instructions for Packet-1

- a. 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 Annexure-4: Eligibility Compliance sheet.
- b. No relevant information/ document should be left, whether listed above or not
- c. Bidder must provide all documents mandated for bidder's profile, prequalification criteria and for technical evaluation criteria.
- 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.**

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 as mentioned in the detailed Financial Bids.
- c. The bidder shall quote only the GTV value in Abridged Financial Bid as derived from Detailed Financial Bid for which bid is being quoted.
- d. During financial opening, only the Abridged Financial Bid shall be opened for determining the L1 bidder based on the GTV value.
- e. Any other itemized financial details mentioned in the Abridged Financial Bid may lead to rejection of the bid.
- f. All the bid documents should be duly signed by the authorized signatory of the company and stamped with company seal.

9.2. General Instructions for Bid Submission

- i. NICS I will not be responsible for any delay on the part of the vendor in submission of bid.
- ii. Bids submitted by Fax/E-mail /Post / Physical mode, etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. Conditional Bids shall not be accepted on any ground and shall be rejected straightway. (A bid is conditional when bidder submits its bid with his own conditions & stipulations extraneous to the terms and conditions specified in this RFE) If any clarification is required, same should be obtained before submission of bids i.e., during pre-bid meeting.
- iv. No bids will be accepted after the expiry of the deadline as stated in the Fact Sheet.
- v. 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.
- vi. 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 shall be summarily rejected.
 - vii. At any time prior to the last date for receipt of bids, NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE Document by 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.
 - viii. 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 after 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 RFE. Withdrawal of a bid during this interval may result in forfeiture of EMD.
 - ix. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case any terms and conditions of the RFE document is/are not acceptable to the bidder or submitted any deviation, the bid shall be rejected summarily.
 - x. Bids not submitted as per the specified format and nomenclature may be rejected.
 - xi. Ambiguous/Incomplete/Illegible bids may be out rightly rejected. Not quoted bids shall be consider as non-responsive and shall be rejected.
 - xii. Any alteration/overwriting/cutting in the bid should be duly countersigned else it will be out rightly rejected.
 - xiii. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the RFE document with full understanding of its implications. Bids not complying with all the given clauses in this RFE document are liable to be rejected. Failure to furnish all information required in the RFE Document or submission of a bid not substantially responsive to the RFE document in all respects will be at the vendor's risk and may result in the rejection of the bid.
 - xiv. RFE process will be over after the issuance of empanelment letter(s) to the selected agency (ies).
 - xv. For additional instructions, refer to the Section Bid Evaluation, Technical Evaluation and Financial Bid Evaluation, etc.
 - xvi. Submission of false/forged documents will lead to forfeiture of EMD and blacklisting of agency for a maximum period of 3 years from participating in NICSI RFE/tenders.

9.3. Bid Opening

- i. NICSI shall convene a bid opening session as given in the **FACTSHEET**, where one representative from the agencies, who have successfully uploaded the bid, can participate.
- ii. NICSI will download the **Packet-I** from e-tender portal at first. Agencies' representatives can remain present during the bids download process.

- iii. Bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC).
- iv. Financial bids (Packet - 2) of only those bidders whose bids are found qualified by the Evaluation Committee as per Qualification 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 technically qualified agencies shall be opened on a notified date and time in the presence (physical/ Video Conference) of agency's representatives who chose to remain present.
- vi. Financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

9.4. Bid Validity

- i. All the bids must be valid for a period of **180 days** from the date of bid opening.
- ii. If necessary, NICS shall seek extension in the bid validity period (as required).
- iii. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.

10. BID EVALUATION

1. Any effort by a bidder to influence NICSI's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of EMD (Bid Security deposit). No enquiry shall be made by the bidder(s) during the course of evaluation of the RFE, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee / its authorized representative and office of NICSI can make any enquiry / seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.
2. NICSI reserves the right to accept any bid, and to cancel/abort the RFE process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders, of any obligation to inform the affected bidder of the grounds for NICSI's action and without assigning any reasons.
3. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case any terms and conditions of the RFE document are not acceptable to the bidder, the bid shall be summarily rejected.

10.1. Technical Evaluation

- a. The Bidders must have furnished all the necessary and supporting documents to establish their eligibility (indicating the page number in the bid for each of the items given in ANNEXURE-4 (TECHNICAL CRITERIA). Relevant portions in the documents should be highlighted. If a bid is not accompanied by all the necessary documents, it will be summarily rejected.
- b. Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, NICSI reserves the right to seek further proof in the form of document or seek clarifications on the already submitted documents.
- c. All bid proposal documents must be submitted electronically in PDF format. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of EMD (Bid Security Deposit) and blacklisting of agency for a maximum period of 3 years from participating in NICSI RFE/tenders.
- d. A duly constituted Technical Evaluation Committee (TEC) will assess bidders on the basis of eligibility/technical response submitted against technical requirements as mentioned in the RFE document ANNEXURE-4 (TECHNICAL CRITERIA).
- e. The TEC will examine the eligibility documents of the bidders as per the RFE specifications. Bids of the bidders, not satisfying the eligibility criteria shall be rejected.
- f. The bidders have to score minimum 60 marks out of 100 in Technical Evaluation Criteria as per Annexure – 4.
- g. Only bidders who satisfy all the conditions of the eligibility criteria completely will be considered for further bid evaluation.

10.2. Financial Evaluation

- a. 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 and have passed the Technical Evaluation Stage will be opened electronically in the presence of the representatives of the technically qualified bidding companies.
- b. Bids of those bidders whose Financial Bid's Gross Total Value (GTV) has a deviation **beyond 30% (thirty Percent)** on the lower side from the Average GTV of all the technically qualified bidders would be disqualified.
- c. The Financial Evaluation Committee (FEC) retains the right to apply or not the deviation percentage clause. Also, it reserves the right to review and adjust the deviation percentage, as specified in the Financial Bid's clause, based on prevailing market conditions, industry standards, and other pertinent factors, in response to the deviation criteria specified in the Financial Bid's clause.
- d. The lowest quoting bidder in this category will be the bidder with the lowest Gross Total Value (GTV) among all the quoted eligible GTV in the **Abridged Financial Bids (Annexure-7: Abridged Financial Bid)**.
- e. The detailed financial bid **Annexure-8: Detailed Financial Bid** of only the lowest quoting bidder shall be opened and evaluated by a duly constituted Finance Evaluation Committee (FEC). If the submitted detailed financial bid found precise by the evaluation committee, then the bidder will be declared as L1 bidder.
- f. Arithmetical error will be rectified on the following basis.
 - I. 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.
 - II. If the bidder does not accept the correction of the errors, its bid will be rejected, and the bid security deposit [EMD] will be forfeited.
 - III. If there is a discrepancy between words and figures, the amount in words will prevail.
- g. If any discrepancy found in L1 bid during financial evaluation process and L1 does not accept the corrected value, then L2 bidder will be considered as L1. Similarly, if any discrepancy is also found with L2 bidder, L3 bidder will be considered as L1 till the finalization of L1 bidder. Similarly, the process will continue till empanelment of specified no. of bidders.
- h. The bidder with the Second Lowest GTV among the Abridged Financial Bids will be the L2 bidder and will then be asked to match the item-wise price of L1, 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 item-wise price of L-1. Thus, by way of successive opportunity a panel of vendors as per defined category wise will be formed.
- i. 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.
- j. Quoting '0' (Zero) value of an item with a view to subverting the RFE process shall be rejected straight away and NICSI shall forfeit EMD [Bid Security Deposit] of such

- bidders.
- k. If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.
 - l. 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.
 - m. If there is only one bid, NICS I reserves the right to process the single bid or take recourse to the process of re-RFE.
 - n. NICS I reserves the right to use this RFE to service its clients' /NIC/NICS I needs.
 - o. The rates quoted should be as per industry standards for the prescribed experience. The bids in which the bidder quote NIL / Zero charges/considerations or keep it blank, such bid will be treated as unresponsive and will not be considered.
 - p. NICS I reserve the right to reject bid of a bidder in view of wide disparity in the item wise rates.
 - q. The Financial Evaluation Committee (FEC) reserves the right to reject the bid of any bidder whose quoted price is evidently and significantly higher than the average financial bid, to the extent that it disproportionately impacts the overall average. Such rejection may be exercised to ensure fairness and reasonableness in the evaluation process, without the need for further justification.
 - r. In cases where a bidder's quoted price is deemed excessively high or non-competitive, and it is determined to be an outlier that distorts the average financial bid, the FEC may, at its sole discretion, exclude such a bid from the calculation of the average or reject the bid outright, in the interest of maintaining a fair and balanced evaluation process.

11. EMPANELMENT

11.1. Signing of Contract

- a. Empanelment will be initially for a period of 03 (three) years, extendable for next 02 (two) more years on annual basis, solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.
- b. NICSI will have a panel of vendor up to 08 (eight) empanelled vendors.
- c. The empanelment can be used by both NICSI and NIC.
- d. The rates finalized shall remain valid during empanelment/extended empanelment.
- e. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- f. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/User Department. The Bidder will provide services as per NICSI/User Department's requirements.
- g. Escalation Matrix for Problem solving: The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted. The Empanelled agency should also provide website URL for such purpose.
- h. On written communication from NICSI for having qualified for empanelment the bidder shall sign contract (letter of empanelment) within 7 days of such communication. Failing which the offer shall be treated as withdrawn and the bid security deposit [EMD] will be forfeited.
- i. Empanelled agencies must honour all RFE conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its clients. Failing this, NICSI may forfeit the EMD [Bid Security Deposit] and stop further participation of such agency (ies) in NICSI empanelment process as per the Bid Securing Declaration.
- j. 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.
- k. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the RFE terms and conditions are fulfilled.
- l. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of security deposit, revocation of bank guarantees (including the ones submitted for other work orders)
- m. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- n. Reasons for rejecting RFE/bid will be disclosed to a bidder only where written enquiries are made.

- o. 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.

11.2. Security Deposit for Empanelment

- a. The selected bidder(s) shall submit the security deposit amount, as specified in the Factsheet, in the form of an unconditional and irrevocable Bank Guarantee or e-Bank Guarantee from a scheduled commercial bank, in favor of National Informatics Centre Services Inc. (NICSI), New Delhi.
- b. Empanelled agency shall be required to submit Security Deposit within 30 days of issuance of Empanelment letters by NICSI.
- c. The Security Deposit shall remain valid for a period of **15 months** in addition to the empanelment duration.
- d. Refer to the Factsheet for the security deposit amount required for empanelment.
- e. In the event of default/delay in submission of security deposit within the stipulated time, the agency shall be liable for a penalty amounting to 0.01% (Zero Point Zero One Percent) of the Security Deposit value per day delay with a Maximum penalty capping of 1% (One Percent) of security Deposit value.
- f. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of the RFE document or fails to perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- g. Apart from this NICSI also reserves the right to cancel the empanelment / purchase / work order of the selected agency in case of repeated default.
- h. Security Deposit would be returned (without any accrued interest) only after successful completion of tasks/deliverables assigned to them as per PO and only after adjusting/recovering any dues recoverable/payable from/by the Service Provider on any account under the contract.
- i. The security deposit will be released without any accrued interest after the empanelment or execution of all pending POs whichever is later.
- j. If the security deposit is not refunded and is held back on account of any dispute, no interest shall be payable to the Bidder on the Security Deposit until the resolution of the dispute, if any.
- k. If NICSI extends the empanelment beyond the period mentioned in the Factsheet, the selected agency must submit a fresh security deposit within 30 days of receiving the extension letter from NICSI. The validity of the new security deposit shall be **15 months** from the date of extension.

11.3. Performance Bank Guarantee (PBG)

- a. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to 4% (Four Percent) of the Work Order/Purchase Order value.
- b. PBG will be in the form of a Bank Guarantee or eBank Guarantee in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- c. The PBG should remain valid for a period of 90 (Ninety days) beyond the date of completion of all contractual obligations of the supplier.

- d. The requirement to furnish a Performance Bank Guarantee (PBG) is waived for work orders with a duration of up to one month. However, if the user department mandates it, the agency must provide the PBG. Any liabilities arising from such work orders will be recovered from the security deposit.
- e. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract for delivery-based assignments.
- f. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- g. 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.
- h. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- i. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- j. Empanelled agencies shall be required to give PBG within 30 days of issuance of PO by NICSI.
- k. In the event of default in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day delay with a Maximum penalty capping of PBG value. No payment against the PO will be made till PBG is submitted.
- l. In the event wherein a PO is released by NICSI for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG within 30 days of issuance of the PO.

11.4. Information Security

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

any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

- d. Service Provider shall, upon termination of this agreement for any reason, or upon demand by NICS, whichever is earliest, return all information provided to Service Provider by NICS, including any copies or reproductions, both hardcopy and electronic.
- e. The Appointed agency will not disclose any information, to anyone in any form about software, hardware, network topology, IP Schema, and network security policies of NICS/user. Information disclosure to anyone shall be only with prior written consent of NICS/NICS/User.

12. PLACEMENTS OF WORKORDERS

- i. NIC/NICSI may place the work orders on empanelled agencies for its own requirement or for its projects on behalf of its clients. Work may be awarded based on Man-Month basis or Project mode.
- ii. This RFE is for empanelment of multiple agencies. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 bidder of such category for distribution of projects (purchase orders)/work in that category. However, NICSI/User shall have right to choose any other eligible bidder for allotment of projects (purchase orders)/work considering various parameters like performance, location, mix of project etc. or any other factors depend on situations.
- iii. Work Order may encompass the complete scope of work or may require few services. Depending on requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, work order can be read as work order/Purchase order.
- iv. On receipt of request from a User department, NICSI would inform the User Department/ Agency/Institution about the Empanelled agencies and GFR compliant procedure followed in the empanelment.
- v. In case User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of Department concerned.
- vi. Terms of Reference/Scope of Work will be shared among all Empanelled agencies and would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding project under consideration. Presentations may be evaluated objectively, based on which most suitable agency may be assigned the work by NICSI, on the recommendation of above Committee. There should be full participation and involvement of User Department in the process of selection of agency. For assignment of work to Empanelled agencies, above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time.
- vii. Proposal of selected agency along with supporting document/ minutes of meeting are then forwarded to NICSI by user department for issuance of Proforma Invoice (PI).
- viii. Once the requisite funds are transferred to NICSI against issued PI, Work Order will be placed on selected agency as per terms and conditions of empanelment and scope of work.
- ix. 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.
- x. Purchaser may place work orders till the last date of empanelment or extension period, for a period up to beyond one year from the last date of empanelment or extension period. No work order shall be placed after the date of empanelment or extension period.

13. PAYMENT TERMS

- a) Failure in abiding by the scope of work, for reasons accountable to the vendor, shall render the vendor liable for penalty.
- b) All aspects of safe delivery of services shall be the exclusive responsibility of the vendor. The schedule to be given for delivery/installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects.
- c) Proof of Satisfactory Delivery of services duly signed by the NIC/ NICSI Project Coordinator/User Department, should be submitted along with bills.
- d) The agency will submit pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) in the name of National Informatics Centre Services Incorporated, New Delhi along with relevant supporting documents. Payment will be made only upon submission of the Bill along with all the completed documents. An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.
- e) Purchaser shall make payments to the vendor after the service is completed for the respective event and client. Bidder will furnish Satisfaction Certificate duly signed by the client along with the bill.
- f) The vendor will deliver the items at designated locations as per the purchase order and obtain signature with date and stamp on Satisfactory Service Delivery Proof (s) of the concerned user.
- g) No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/ approved by the Purchaser in writing.
- h) Payments shall be subject to deductions of any amount for which the supplier is liable under the empanelment or RFE conditions. Further all payments to agency will be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the income Tax Act, 1961, and other taxes, if any, as per Government of India rules
- i) In case the submission of bills to NICSI, along with the necessary documents, is delayed by the agency beyond 30 days from the date of issue of bill, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective agencies. The entire amount will be deducted from the payment due to respective vendor.
- j) All payments will be made through RTGS only.
- k) GST / Applicable Taxes would be paid as may be applicable from time to time.
- l) The empanelled agency shall timely pay the deployed manpower their monthly salaries / wages and all statutory entitlements like EPF/ESI/Bonus/ Gratuity / Maternity Benefits, etc. as may be applicable and submit the proof of transaction along with joint declaration cum undertaking as per Annexure - 12, thereof to NICSI with Vendor Invoices for the processing of the bills.
- m) In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.

14. DELIVERY OF SERVICES

- (i) The empanelled agency will undertake all the indicative activities defined in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empanelled agency so that no activities are lost sight of and all of them are handled with reasonable efficiency.
- (ii) To discharge its responsibility, the agency will deploy experienced people with proven competence and rich working experience.
- (iii) In case any additional item/service/module needs to be added in future which is not listed in this RFE document by the user department during this empanelment tenure then a quotation for that specific work/item/service/module can be taken from empanelled vendors only and order will be awarded to the lowest quoted vendor.

15. PENALTY

- a) Any unjustified and unacceptable delay resulting from reasons attributable to the Empanelled vendor beyond the delivery/ installation (where applicable) schedule as per purchase/ Work order will render the vendor liable for liquidated damages at the rate as mentioned in the following sections.
- b) The Empanelled vendors shall render the services strictly adhering to the Important Dates by 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.
- c) 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.
- d) 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.
- e) If the vendor for reasons attributable to it is not able to execute the Project/assignment as per the terms and conditions of the work order, applicable penalty clause shall be invoked and NICSI may forfeit Security Deposit/Performance Bank Guarantee in full. Besides this NICSI reserves the right to take any legal action against the vendor.
- f) If at any time during performance of the work order, the vendor encounter conditions impeding timely performance of the ordered services, the vendor shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).
- g) 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.

16. DEPLOYMENT OF MANPOWER/RESOURCES

16.1. MANPOWER/ RESOURCES RELATED TERMS & CONDITIONS

- a) 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.
- b) NICS/ 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 NICS/ NIC/ User department before deployment. NICS/ 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.
- c) 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 NICS /NIC /User department from time to time.
- d) The manpower provided by the agency shall work as per user department's work schedule.
- e) If the User Department/NIC/NICS so recommends, a deployed resource must be replaced by the agency within a period of 10 working days.
- f) At no time there be more than 10% of the provided manpower on leave or absent from the duty.
 - I. 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 NICS/ NIC/ User department.
 - II. Substitute will have to be provided by the selected vendor against the staff proceeding on leave/ or remaining absent.
- g) Vendor needs to inform User Department/NIC and NICS, 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.

- h) 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.

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

- a) The Resources should be stationed in NICS/ 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 NICS/ NIC/ User department.
- b) Resource shall get prior approval of NICS/ NIC/ User department before leaving NICS/ 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 on pro-rata basis. These leaves are to be availed during the year, if no availed, shall not be carried forward to the next duration (leaves will expire). No payment shall be made against un-availed leaves.
- c) 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 NICS/NIC/User department/Project Head.

16.3. SCREENING TEST OF VENDOR'S MANPOWER

- a) Before offering for any assignment of the deployment of the "Technical manpower" under T&M mode, NICS 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.
- b) Empanelled vendor to ensure to provide quality manpower. The vendor must ensure quality of the manpower by conducting similar screening examination at their end.

17. GENERAL TERMS & CONDITIONS

17.1. General Conditions

- a) **Consortiums** are not allowed for the scope of this RFE.
- b) All panel agencies automatically agree with NICSI for honouring all aspects of fair-trade practices in executing the work orders placed by NICSI.
- c) The selected bidder will be responsible for any damage to equipment, property and third-party liabilities caused by acts on the part of its deployed manpower or while execution of the scope of work as per this RFE. All equipment will be used only for the purpose of carrying out legitimate business and will not be put into any other use.
- d) NICSI will be free to allocate the work to any of the empanelled agencies.
- e) Work order will be placed on the empanelled bidder(s) in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order or an alert through e-mail for downloading the Work Order from the official Web Site of NICSI.
- f) Objection, if any, to the Work Order must be reported to NICSI by the selected bidder within two (2) working days counted from the Date of Issue of Work Order for modifications, otherwise it is assumed that the selected bidder has accepted the Work Order in totality. This is applicable in case of electronic publishing/delivery of Work Order also.
- g) For the manpower deployed, the bidder will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature and two passport size photographs and furnish this details/information to NICSI at the time of deployment or soon thereafter as the case may be.
- h) Deployed Manpower of the agency must carry Identity card issued by the agency while on duty at NICSI/ NIC/User Department. Be it private or public areas, the employees are to be frisked/checked by the security personnel, both while entering and leaving the premises.
- i) The selected bidder will provide escalation matrix for problem resolution.
- j) Bid documents submitted by the bidder in hard copies (if any, as per the requirements of the RFE document) must be signed and stamped by the authorised signatory of the bidder.
- k) The bidder must comply with the guidelines and requirements of OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance, Government of India.

17.2. Applicable Law

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

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

17.3. LABOUR LAWS

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

**Applicable as per respective state*
- f) The vendor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of NICSI.
- g) The resources deployed under this RFE should be on pay roll and full-time employee of the empanelled vendor.
- h) It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes. In any case, there shall not be a relationship of employer and employee between the NICSI/NIC/user department and the said manpower.
- i) 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

- j) 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.
- k) 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.
- l) 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).
- m) 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).

17.4. LIMITATION OF LIABILITY

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

17.5. INDEMNITY

- a) The vendor shall indemnify NICSI/NIC against any liability incurred by NICSI/NIC on account of any default by the vendor or manpower deployed by it.
- b) The selected vendor shall indemnify and defend the NICSI/User departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof ("Deliverables"). The selected vendor shall have no obligations with respect to any claims to the extent such claim results from:
 - i. the selected vendor's compliance with NICSI/User departments specific technical designs, specifications or instructions where the selected vendor has notified NICSI / User department in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of

such specific technical designs, specifications or instructions will result in infringement claims;

- ii. inclusion in a Deliverable of any content or other materials provided by NICSI/User departments and the infringement relates to or arises solely from such NICSI/User departments materials or provided material;
 - iii. modification of a Deliverable after delivery by the selected vendor to NICSI/User departments if such modification was not made by or on behalf of the selected vendor and the claim arises solely due to such modification;
 - iv. operation or use of some or all of the Deliverable in combination with materials not provided by the selected vendor and the claim arises solely due to such reason; or
 - v. use of the Deliverable for any purposes for which the NICSI/ User department have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected vendor; or
 - vi. use of a superseded release of some or all of the Deliverables or NICSI/User departments' failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected vendor provided that such modifications or new releases are made available by selected vendor free of cost and the use of such
 - vii. modifications or new releases does not adversely impact the performance / service levels
- c) NICSI/User department stand indemnified from any employment claims that the hired manpower /Resources / vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the Work Orders.
 - d) Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the Work Orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

17.6. INTELLECTUAL PROPERTY RIGHTS

- a) Subject to the other provisions contained in this Clause, the Empanelled Vendor shall agree that all deliverables created or developed by the Empanelled Vendor, specifically for the User Department/NIC/NICSI, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of National Informatics Centre (hereafter NIC).
- b) The User Department/NIC/NICSI shall acknowledge that:
 - i. In performing services under the Contract, the Empanelled Vendor may use Empanelled Vendor's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Empanelled

Vendor prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Empanelled Vendor's Pre-Existing IP").

- ii. Notwithstanding anything to the contrary contained in the Contract, the Empanelled Vendor shall continue to retain all the ownership, the rights title and interests on all the Empanelled Vendor's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Empanelled Vendor from using the Empanelled Vendor's Pre-Existing IP in any manner.
- iii. If any of the Empanelled Vendor's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the Empanelled Vendor hereby grants to the User Department/NIC/NICSI a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.
- iv. NIC being the owner of all the IPs created in the deliverables, except the Pre- Existing IPs of the Empanelled Vendor used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the user department/NIC/NICSI may require or find necessary for its purpose. The IP rights of the /NIC shall indefinitely subsist or continue in all future derivatives of the deliverables.
- v. The Empanelled Vendor or its deployed resources shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the User department/NIC/NICSI for use as detailed in the Clause(c) above.
- vi. Except as specifically and to the extent permitted by the Empanelled Vendor, the User department/NIC/NICSI will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the Vendor's Pre-Existing IP, or separate Empanelled Vendor's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.
- vii. The User Department/NIC/NICSI shall warrant that the materials provided by the User Department/NIC/NICSI to Empanelled Vendor for use during development or deployment of the application shall be duly owned or licensed by the User Department/NIC/NICSI.

17.7. INTEGRITY PACT

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

17.8. CODE OF INTEGRITY

Procuring authorities as well as empaneled vendors, deployed manpower, suppliers, contractors - should observe the highest standard of ethics and should not indulge in prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts as per Annexure 13: Code of Integrity.

17.9. CONFIDENTIALITY

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

17.10. 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.

17.11. ARBITRATION

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

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

17.12. TERMINATION OF CONTRACT

17.12.1. Termination by NICSI

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

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

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

17.12.2. Termination for Insolvency, Dissolution etc.

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

17.12.3. Termination for Default

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

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

17.12.4. TERMINATION FOR CONVENIENCE

NICSI may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for 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 bidder an agreed amount for partially completed Services.

17.12.5. CONDITIONS FOR TERMINATION

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

17.12.6. NO CLAIM CERTIFICATE

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

17.12.7. SUSPENSION

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

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

17.13. 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.

17.14. FORCE MAJEURE

a) Force majeure clause will mean and be limited to the following in the execution of the contract/work-orders placed by NICSI:

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

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

18. ANNEXURES

The Annexures are given in the following pages

ANNEXURE-1: BIDDER'S PROFILE

<On Company's Letter Head>

Name of the Bidder (in CAPITAL letters only): _____

Date of Incorporation in India as: _____

Registration No: _____

Complete Address with PIN: _____

Contact Person Name:						
Designation:						
Telephone:						
Fax:						
E-mail:						
Goods & Service Tax No. (GSTN):						
Whether Bidder is Micro/Small Enterprise: (Yes/No) (if Yes, please attach Udyam Registration)	If yes, a) Type of Enterprise: _____ b) Udyam Registration No.: _____					
Whether Bidder is DPIIT Recognised Start-up Enterprise: (Yes/No) (if Yes, please attach DPIIT Recognition Certificate)	if Yes, Enter DIPP Certificate No. _____					
PAN No.:						
ISO Certification(s):						
CMMI Certification:						
Total Number of employees						
Annual Turnover (in INR Crores)	2019-20	2020-21	2021-22	2022-23	2023-24	Average Turnover
Overall Annual turnover						
From Development / Maintenance of Application / Software / Solutions / Relevant Services						
Whether Bidder is blacklisted: (Yes/No)						
Whether any Litigation Arbitration/proceeding: (Yes/No)						

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

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

ANNEXURE-2: COVERING LETTER

(To be submitted on the letterhead of the bidder)

<Place>

<Date>

To

The Managing Director,
National Informatics Centre Services Incorporated (NICSI)
1st Floor, NBCC Tower,
Bhikaji Cama Place, New Delhi-110066
Subject: Submission of Bid for Empanelment of RFE No.

Dear Sir,

This is to notify that our company is submitting technical bid in response to RFE No <.... RFE No....> for <...Name of the RFE...> for <...Name of the 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 _____ as per the scope and requirements of the RFE document:

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

Deviations:

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

Bid Pricing:

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

Qualifying Data:

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

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

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours 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:

ANNEXURE-3: Sample Format for EARNEST MONEY DEPOSIT (EMD)

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE,
PURCHASED IN THE NAME OF ISSUING BANK)

WHEREAS M/s. <Bidder Name> having their registered office at <Bidder Address> (Hereinafter called the "Bidder") wish to participate in the RFE number <RFE Number> for personalization of Passport Booklets and other similar Travel documents of Government of India for National Informatics Centre Services Incorporated (NICSI) (Hereinafter called the "Beneficiary") and WHEREAS a Bank Guarantee (including eBG) towards Earnest Money Deposit for INR <Amount in figures> valid till <BG Validity Date>, which is required to be submitted by the bidder along with the RFE.

We, <Bank Name and Branch Address> having our registered office at <Registered Office Address> hereby give this Bank Guarantee Number: <BG Number> dated <BG Date> and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the National Informatics Centre Services Incorporated (NICSI) or any officer authorized by it on its behalf, any amount not exceeding INR <Amount in figures> (Rupees <Amount in words>) to the said beneficiary on behalf of the bidder.

This agreement shall be valid and binding on this Bank up to and inclusive of <BG Validity Date> and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the bidder and the National Informatics Centre Services Incorporated (NICSI).

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Bank Guarantee shall not be assignable, transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to INR <Amount> (Rupees <Amount in words>). Our guarantee shall remain in force till <BG Validity Date>. Unless demands or claims under this Bank Guarantee are made to us in writing on or before <BG Validity Date>, all rights of beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

Dated the day of for <Bank Name>

(Signature, name, and designation of the authorized signatory)	(Signature, name, and designation of the authorized signatory)
--	--

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

NOTE:

1. *The BG (including e-BG) shall contain the names, designations and code numbers of the officers signing the Guarantee.*
2. *The address, telephone number and other details of the Head Office of the bank as well as of issuing branch shall be mentioned on the covering letter of the issuing branch.*

MSI

ANNEXURE-4: ELIGIBILITY COMPLIANCE SHEET

Part – A: Pre-Qualification Criteria

S. No.	Eligibility Requirements	Documents Required	Bidder Compliance (Y/N)	List of Documents/ Proofs with Page No.
1	The bidder should be a company registered in India under the relevant act such as Companies Act 1956/2013, OR a partnership registered under the India Partnership Act 1932 OR Partnership firm registered under Limited Liability Partnership Act 2008	<ul style="list-style-type: none"> • Certificate of Registration attested by Signing Authority/Certificate of Incorporation • Partnership deed (in case of partnership firm)/summary for partnership should be submitted. 		
2	Power of Attorney in the name of authorized signatory authorizing him for signing the bid documents	Scanned copy of Original Power of Attorney letter in a Non-Judicial Stamp Paper of at-least Rs.100/- or Board Resolution in Letter Head in original in case of Registered Limited Companies Or Original Authorization in Letter Head in case of Partnership Firm		
3	The bidder should have positive net worth in any three out of past five Financial Years i.e. 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 Net-Worth of any parent, subsidiary, associated or other related entity shall not be considered.	Copy of the certificate from CA with registration number and seal		
4	The bidder should have an average turnover of minimum 25 Crores from ICT/IT/ ITES works in any of the 3 out of last 5 Financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24. Note: i) Turnover of any parent, subsidiary, associated or other related entity shall not be considered	Copy of the certificate from CA with registration number and seal clearly mentioning turnover from required services		

5	The bidder must have filed its Income Tax Returns for the 3 financial years i.e., 2021-22, 2022-23, 2023-24	Duly signed and stamped copies of Income Tax Returns Digitally signed ITR may be provided		
6	The bidder must have: i. Valid PAN ii. Valid GST registration number	Duly signed & stamped copy of: i. PAN (card / certificate) ii. GST Registration certificate		
7	The bidder should have experience of completing at least 2 projects of value more than INR 5 Cr in the field of IT/ ITES/ ICT projects during the last 5 financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24	Duly signed & stamped copy of: i. Work order ii. Completion certificates from the client. OR i. Work order ii. Self-certificate of completed/ phase completion/ Ongoing project (Certified by the statutory auditor) AND Assignment details as per Annexure 6 to be provided for each project.		
8	The organization should have at least 50 professionals on their payroll for the last 1 year	Undertaking on Company's letterhead by HR head, counter-signed by authorized signatory as per Annexure-11		
10	Declaration-Cum-Undertaking Regarding Blacklisting / Non-Blacklisting as per Annexure-9	Copy of self- Declaration-Cum-Undertaking Regarding Blacklisting / Non-Blacklisting is to be submitted as per format provided as per Annexure-9.		
11	The bidder must furnish its, 1. ISO 9001:2015 certificate 2. ISO 27001: 2013 certificate 3. CMMi L3 or above	Bidder should submit copies of these certifications		

Part – B: Technical Eligibility Scoring Criteria

Sl .	Technical Qualification Criteria	Max Marks	Marks Obtained (Self-evaluation)	Documents to be submitted	List of Documents/ Proofs with Page No.
1	The Bidders should have experience in IT/Information Technology Enabled Services field: <ul style="list-style-type: none"> Between 5 Years' experience to 10 Years' experience – 05 marks Above 10 Years' experience- 10 marks 	10		Certificate of Incorporation to be submitted.	
2	Average annual financial turnover of Bidders for 3 out of last 5 Financial years ending 2023-24, should be at least 25 crores from system integration/ICT/ITES/System development and implementation works: <ul style="list-style-type: none"> Between 25 to 40 crores: 05 marks Above 40 crores: 10 marks 	10		Duly signed & stamped CA certificate [Clearly mentioning Turnover from system integration/ICT/ITES/System development and implementation works] (with CA's registration number, Signature and Seal) along with UDIN number mentioned	
3	Bidders having experience in implementation in any of the Legislative Assemblies/ Legislative Councils in India	20		Work order copy, letter from Client to be enclosed by the bidder.	
4	Bidders should have System Integration experience in supply, installation and commissioning of Software/Hardware equipment, providing technical manpower support services in any turnkey projects for any Central Government /State Government/ PSU's having a minimum value of INR 3 crores in the last five financial years. <ul style="list-style-type: none"> One Project: 5 marks Two Projects: 10 marks 	15		Work order copy, letter from Client to be enclosed by the bidder.	

	<ul style="list-style-type: none"> • More than two Projects: 15 marks 				
5	<p>The bidders must have valid certification as on RFE floating date:</p> <ul style="list-style-type: none"> • ISO 9001:2015 or latest: 05 marks • ISO 27001:2013 or latest: 05 marks • CMMI Level 3 or above: 05 marks 	15		Bidder must enclose copy of certification.	
6	<p>The bidders should have technical personnel on their roles:</p> <ul style="list-style-type: none"> • Between 50 to 75 technical personnel: 05 marks • Between 75 to 100 technical personnel: 10 marks • Above 100 technical personnel: 15 marks. 	15		Copy of letter to be enclosed from the signing authority / HR in the company letter head.	
7	<p>The bidders should have experience in scanning and digitization related work for any Central Government /State Government/ PSU's in the last five financial years.</p> <ul style="list-style-type: none"> • One Project with value of INR 1 crore or above: 15 marks. • Two Projects with value of INR 50 lakhs or above: 10 marks. • Three Project with value of INR 25 lakhs or above: 05 marks. 	15		Work order copy, letter from Client to be enclosed by the bidder.	
	Total	100			

Bidders scoring Minimum 60 marks shall be considered for financial bid opening.

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Note:

- *Relevant portions, in the documents submitted in pursuance of eligibility criteria mentioned above, shall be highlighted and all pages of the bid document should be serially numbered.*
- *Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, NICS reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.*
- *All documents should be submitted electronically in PDF format.*
- *Bidder must ensure that all required documents have been uploaded/submitted along with the bid to justify his/her eligibility.*
- *If there is any information that can't be shared due to a NDA with a client, that can be masked but the financial value and details of services provided should be mentioned.*
- *The bid submitted by any bidder not fulfilling the eligibility conditions / criteria stipulated above, will not be considered.*

ANNEXURE-5: SELF-DECLARATION

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

To

The Managing Director,

National Informatics Centre Services Incorporated (NICSI)

1st Floor, NBCC Tower,

Bhikaji Cama Place, New Delhi-110066

In response to the RFE No. _____ dated _____ for “_____”, as a Proprietor/Partner/Director/Auth. Sign. of _____, I/ We hereby declare that presently our Company/firm _____, at the time of bidding:

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central government/PSU/UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years;
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Complies with requirements of Contract Labour (Regulation & Abolish) Act, wherever applicable.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoI, my/our EMD/security deposit may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Seal of the Organization:

Date:

Place:

NICSI

ANNEXURE-6: ASSIGNMENT/PROJECT DETAILS

Assignment Detail Ref. No.:		Reference page no. :
S. No.	Item	Bidder's Response
1	Name of the Client with address	
2	Project Name and summary (5 lines)	
3	Project Start Date:	
4	Project/Phase Completion Date:	
5	Total Project Cost (INR):	
6	Name of the Client's Contact person with phone number & email id	Contact Name: _____ Phone No.: _____ email: _____
7	Nature of Assignment: (Development, Maintenance, Roll-out, Etc.)	
8	(Government/PSU, Agency or Private Entity)	
9	Enclosed relevant document(s) specifying the Scope of work, indicating Engagement value, Consulting Assignment's Profile and Assignment's discipline (Mandatory): a. Copy of Work Orders/LOI /Purchase orders/Contract + Completion Certificates received from the client, OR b. Copy of Work Orders/LOI /Purchase orders/Contract + Self attested Phase Completion Certificate issued by the Client/Statutory Auditor/CA/CS);	<Mention relevant document submitted (a. or b.) and reference Page No. of Bid Proposal>

Note:

- (i) Kindly attach this filled in annexure assignment details as supporting document for establishing the eligibility and technical evaluation. This must be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.
- (ii) To demonstrate an experience, multiple Work Orders which are the extension of the Same Project (in continuation) may be considered.
- (iii) The assignments which are under Non-Disclosure Agreement (NDA), where bidder is restricted to disclose any of the assignment's details which may breach the confidentiality terms and conditions of the NDA, shall not be submitted for evaluation.
- (iv) However, where it would not be possible for the bidder to share the copies of LOI/WO/ Completion Certificates for the projects which are covered by Non-Disclosure Agreement(NDA), A certificate signed by CA (Statutory Auditor) AND (One of the Director/Partner/CS) of the bidder's company may be submitted, clearly mentioning all the requisite details required for the purpose of evaluation and 'Non-Disclosure Agreement' as a reason for the non-submission for projects of LOI/WO/Completion Certificates copies.

ANNEXURE-7: ABRIDGED FINANCIAL BID

Name of the Agency: _____

Gross Total Value (GTV)

Gross Total Value (X)	Rs. (in figures)	Rs. (in words)
----------------------------------	--------------------------	------------------------

Note:

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

On behalf of [bidder's name]

Authorized Signatory

Name

Date:

Place

Company Seal

ANNEXURE-8: DETAILED FINANCIAL BID

Name of the Agency _____

S. No.	Resource Category	Experience Range in Years	Weightage	Unit Price per Man Month (Without any taxes)	Total Price per Month (Without any taxes)
A	B	C	D	E	F = (D*E)
1	Project Manager	5 – 8	1		
		8 and above	1		
2	Business Analyst	2 – 5	2		
		5 and above	2		
3	Server Administrator/Cloud Administrator	2 – 5	1		
		5 and above	1		
4	Database Administrator	2 – 5	1		
		5 and above	1		
5	Web Administrator	2 – 5	2		
		5 and above	2		
6	Database Architect / Solution Architect	2 – 5	1		
		5 and above	1		
7	Senior Developer	2 – 5	3		
		5 and above	3		
8	Developer	0 – 5	8		
		5 and above	8		
9	Software Designer	2 – 5	3		
		5 and above	3		
10	Sr. Technical Support Professional	2 – 5	10		
		5 and above	10		
11	Technical Support Professional	0 – 5	20		
		5 and above	20		
12	Technical Document Writer	2 – 5	3		
		5 and above	3		
13	Content Writer	0 – 5	3		
		5 and above	3		
14	Web Designer	2 – 5	3		
		5 and above	3		
15	Graphic Designer	2 – 5	3		
		5 and above	3		
16	Social Media Manager	2 – 5	2		
		5 and above	2		
17	Technical Lead	2 – 5	4		
		5 and above	4		
18	Security Analyst	2 – 5	6		
		5 and above	6		
19	Quality Assurance/Tester	0 – 5	6		
		5 and above	6		
20	Technical Trainers	0 – 5	10		

S. No.	Resource Category	Experience Range in Years	Weightage	Unit Price per Man Month (Without any taxes)	Total Price per Month (Without any taxes)
A	B	C	D	E	F = (D*E)
		5 and above	10		
21	Mobile Application Developer	2 – 5	3		
		5 and above	3		
22	Network Operation Professional/Engineer	2 – 5	3		
		5 and above	3		
23	Operation Manager	0 – 5	3		
		5 and above	3		
24	Operation Assistant	0 – 5	8		
		5 and above	8		
Total = GTV					GTV (X)

Gross Total Value (GTV) for L1 value calculation

Gross Total Value (X) = Total Price

On behalf of [bidder's name]

Authorized Signatory

Name

Date:

Place

Company Seal

Note:

- i. All fields in the financial bid format are MANDATORY.
- ii. Prices must be quoted in Indian Rupees and indicated both in figures and words. All the price quoted should be **exuding of GST and other taxes**. Price in words will prevail, in the event of any mismatch.
- iii. Prices should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.

ANNEXURE-9: DECLARATION-CUM-UNDERTAKING REGARDING BLACKLISTING /NON-BLACKLISTING

(Self-certification in company's letterhead)

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

In case the above information found false I/We are fully aware that the RFE/ contract will be rejected/cancelled by NICSI and forfeiture of EMD (Bid Security deposit). Also, the agency will be debarred for two years to participating in any RFE/RFE published through NIC/NICSI. In addition to the above NICSI will not be responsible to pay the bills for any completed / partially completed work if RFE was allotted.

OR

I / We Proprietor/ Partner(s)/ Director(s) of M/S. _____ hereby declare that the firm/company namely M/s. _____ 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 RFE/tenders.

In case the above information found false I/We are fully aware that the RFE/ contract will be rejected/cancelled by NICSI and forfeiture of EMD (Bid Security deposit). Also, the agency will be debarred for two years to participating in any RFE/tender published through NIC/NICSI. In addition to the above NICSI will not be responsible to pay the bills for any completed / partially completed work if RFE was allotted.

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm:

Date:

Place:

ANNEXURE-10: EDUCATIONAL QUALIFICATION AND EXPERIENCE

S. No.	Resource Category	Minimum Qualification	Required Experience
Sr. No.	Resource Category	Minimum Qualification	Required Experience
1	Project Manager	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 5 Years of experience in Project Management of individual project handling
2	Business Analyst	Any Graduate / BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience as a Business Analyst
3	Server Administrator/ Cloud Administrator	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience as a Server Administrator/Cloud Administrator with relevant Certification.
4	Database Administrator	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience in database administration.
5	Web Administrator	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience in web administration.
6	Database Architect / Solution Architect	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience as a Database Architect / Solution Architect
7	Senior Developer	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience as a Senior Developer
8	Developer	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Preferably 2 years of experience as a Developer
9	Software Designer	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience as a Software Designer
10	Sr. Technical Support Professional	Any Graduate with knowledge of Computer/ BCA/PGDCA	Minimum 2 years of experience in Tech Support.
11	Technical Support Professional	Any Graduate with knowledge of Computer/ BCA/PGDCA	Preferably 2 years of experience in relevant Tech area.
12	Technical Document Writer	Any Graduate with knowledge of Computer/ BCA/PGDCA/BBA/MBA	Minimum 2 years of experience as a Technical Document Writer
13	Content Writer	Any Graduate	Preferably 2 years of experience as a Content Writer

S. No.	Resource Category	Minimum Qualification	Required Experience
14	Web Designer	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent / Any Graduate	Minimum 2 years of experience as a Web Designer
15	Graphic Designer	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent / Any Graduate	Minimum 2 years of experience as a Graphic Designer
16	Social Media Manager	Any Graduate	Minimum 2 years of experience as a Social Media Manager
17	Technical Lead	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience as a Technical Lead
18	Security Analyst	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience as a Security Analyst with relevant certificate.
19	Quality Assurance/Tester	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent/ Any Graduate preferably with knowledge of Data Analytics and Data Management.	Preferably 2 years of experience as a Quality Assurance/Tester
20	Technical Trainers	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent/MBA/PGDCA/ Any Graduate	Preferably 2 years of experience as a Technical Trainer
21	Mobile Application Developer	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	Minimum 2 years of experience as a Mobile Application Developer
22	Network Operation Professional/Engineer	BE/B. Tech (Computer Science/Information Technology/ Electronics & Communication) / MCA or equivalent	Minimum 2 years of experience in networking, management of computers and peripherals with relevant Certificate
23	Operation Manager	Any Graduate	Preferably 2 years of experience in providing IT support and IT operations management
24	Operation Assistant	10+2 or equivalent, Computer typing speed of 30 WPM in English & 25 WPM in Hindi / Regional Language and basic knowledge of CS/IT	Preferably 2 years of experience in providing IT operations assistance, data entry, handling files and drafting letters/reports

ANNEXURE-11: EMPLOYEES DETAIL UNDERTAKING

<On Company's Letter Head>

<Date>

To

The Managing Director,
NICSI, 1st Floor, NBCC Tower
Bhikaji Kama Place,
New Delhi

Sub: Undertaking for employees on company pay-roll for the past one year

Dear Sir,

This is to certify that <Mention Bidder's company Name> have _____ number of employees on company's payroll for the past one year. The qualification and years of experience of mentioned number of employees complies with Educational Qualifications and Experience of NICSI's RFE no.<.....>.

Signature: [Authorized Signatory]

Name:

Designation:

Date and Company Seal:

Note:

- 1) Bidders must submit the list of employees for each profile and categories as per details given in Annexure-10: Educational Qualifications and Experience.
- 2) For Eligibility and Technical bid evaluation the proposed number of employees for both the profiles should be on company's payroll from past 1 year.

ANNEXURE-12: JOINT DECLARATION - CUM -UNDERTAKING BY EMPLOYEE AND EMPLOYER (EMPANELLED VENDOR)

I, _____, S/D/o _____ having Aadhaar No. _____, Employee ID _____, employee of _____, Presently deputed at _____ as a _____ (post) in Project Name/ Project.....for the Months..... as per enclosed details.

My Total Cost to Company (CTC) is Rs. _____ and Monthly Rs. _____ as per Minimum Remuneration against RC No. _____ for Level_____.

S. No	Particulars	Amount (In Rs. / month)	Paid/ Unpaid/Not Applicable
1.	Salary/ Wages/ Net pay		
2.	Annual Increment		
3.	EPF		
4.	ESI		
5.	Bonus		
6.	Medical Insurance		
7.	Accidental Insurance		
8.	Gratuity		
9.	Wages against Maternity Leave		
10	Over-time/Working on off-days		
11	Other Deduction (if any). Please specify		
	Total		

I, undertake that I have received all statutory dues from my employer and no claim shall exist against the employer.

I, further undertake that I will not claim any dues whatsoever nature either from my employer nor from NICS I for the specified period mentioned above as all are settled.

(Signature & Name of Employee)

Date:

Place:

I, _____ S/D/o _____ having Aadhar No. _____, employee ID _____, employee of _____ appointed as _____ for NICS I, certify the signature and above statement of our employee.

I (on behalf of _____) further undertake that Gratuity would be paid as per the statutory requirements/Govt. Policies.

(Signature with Seal of AR of employer)

Date:

Place:

ANNEXURE 13: CODE OF INTEGRITY

1. Code of Integrity

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

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

2. Obligations for Proactive Disclosures:

- 2.1. Procuring authorities, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as

soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

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

3. Misdemeanors

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

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

4. Penalties for Misdemeanors

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

- 4.1. if his Proposals are under consideration in any procurement
 - 4.1.1. calling off of any pre-contract negotiations, and;
 - 4.1.2. rejection and exclusion of Consultants from the Procurement Process
- 4.2. if a contract has already been awarded
 - 4.2.1. Termination of Contract for Default and availing all remedies prescribed there under;
 - 4.2.2. Encashment and/ or Forfeiture of any contractual security or bond relating to the

procurement;

- 4.2.3. Recovery of payments, including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate);

- 4.3. Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part, to:

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