



**NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED
(A Government of India Enterprise under NIC)
MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY**

REQUEST FOR PROPOSAL

**From vendors for empanelment with NICSI
for
Open Source Software Support Services**

TENDER NO.

NICSI/OPEN SOURCE SOLUTION/2017/05



**15, First Floor, NBCC Tower
Bhikaji Cama Place, New Delhi – 110066.
TeL: 011- 26105054, Fax: 011-26105212**

Table of Contents

1	ABOUT NICSI	6
2	ABOUT THIS TENDER	6
2.1	SCOPE OF WORK.....	8
2.2	IMPORTANT DATES.....	12
2.3	EARNEST MONEY DEPOSIT	13
3	PRE-BID QUERIES	14
4	BID SUBMISSION	14
5	BID OPENING	18
6	BID EVALUATION	18
6.1	PRE-QUALIFICATION EVALUATION	18
6.2	TECHNICAL BID EVALUATION	19
6.3	FINANCIAL BID EVALUATION.....	19
7	EMPANELMENT OF SUCCESSFUL BIDDER	20
7.1	EMPANELMENT CONDITIONS	20
7.2	SECURITY DEPOSIT.....	21
7.3	PERFORMANCE BANK GUARANTEE.....	22
8	PLACING OF ORDERS.....	22
9	PAYMENT	23
10	REFUND OF EMD & SECURITY DEPOSIT	23
11	GENERAL TERMS & CONDITIONS	24
11.1	CONDITIONS.....	24
11.2	MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT	25
11.3	PRICE VARIATION CLAUSE.....	25
11.4	LIMITATION OF LIABILITY	26
11.5	INDEMNITY.....	26
11.6	TERMINATION FOR INSOLVENCY	27
11.7	FORCE MAJEURE.....	27
11.8	TERMINATION FOR DEFAULT	27
11.9	ARBITRATION.....	28
11.10	CONCILIATION	28
11.11	APPLICABLE LAW	28
12	SPECIAL TERMS & CONDITIONS	29
13	ANNEXURE	30
	ANNEXURE 1. Eligibility Criteria	31

ANNEXURE 2.	Technical specifications	34
ANNEXURE 3.	SLA	42
ANNEXURE 4.	Bidder's profile	46
ANNEXURE 5.	Format for project preferences	48
ANNEXURE 6.	Self-declaration	49
ANNEXURE 7.	Financial bid proforma template	51
ANNEXURE 8.	Service network	54
ANNEXURE 9.	Format for Performance Bank Guarantee	57
ANNEXURE 10.	List of Enclosures	59

Abbreviations

CSS	Closed Source Software
OSS	Open Source Software
API	Application Programming Interface
BG	Bank Guarantee
CDMA	Code Division Multiple Access
CMS	Content Management System
CST	Central Sales Tax
CVC	Central Vigilance Commission
MeitY	Ministry of Electronics and Information Technology
EMD	Earnest Money Deposit
FEC	Financial Evaluation Committee
GOI	Government of India
GFR	General Financial Rules
GTV	Gross Total Value
GSM	Global System for Mobile communication
HQ	Head Quarter
HR	Human Resource
HTML	Hyper Text Markup Language
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
ICADR	International Centre for Alternative Dispute Resolution
ICT	Information and Communication Technology
ILAC	International Laboratory Accreditation
ISO	International Organization for Standardization
IT	Information Technology
ITR	Income Tax Report
LBT	Local Body Tax
JDK	Java Development Kit
MAF	Manufacturer Authorizations Form
NIC	National Informatics Centre
NICNET	National Informatics Centre Network
NICSI	National Informatics Centre Services Incorporated
NSIC	National Small Industries Corporation
OEM	Original Equipment Manufacturers
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PSU	Public Sector Undertaking

RTGS
SLA

Real Time Gross Settlement
Service Level Agreement

1 ABOUT NICSI

The National Informatics Centre Services Inc. (NICSI) was set up in 1995 as a section 25 Company under National Informatics Centre (NIC), Ministry of Communications & Information Technology, Government of India to provide total IT solutions to the Government organizations. NICSI provides services for a number of e-Governance projects undertaken by NIC and Department of Electronics and Information technology (DeitY).

Main Objectives:

- 1.1 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.
- 1.2 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.
- 1.3 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.

2 ABOUT THIS TENDER

Government of India (GoI) is implementing the Digital India programme as an umbrella programme to prepare India for a knowledge based transformation into a digitally empowered society and a knowledge economy. Under the overarching vision of Digital India, GoI aims to make Government services digitally accessible to citizens in their localities and to ensure efficiency, transparency and reliability of such services at affordable costs. To meet this objective, there is a need to set up a commensurate hardware and software infrastructure, which may require significant resources. Interoperability among various e-governance systems is an important prerequisite for upgrading the quality and effectiveness of service delivery. It is also required in order to facilitate the single window concept of electronics services delivery by Government organizations.

For promoting open standards for software interoperability across various Government Departments and agencies, GoI has already notified the “Policy on Adoption of Open Source Software for Government of India” and “Technical Standards on Interoperability framework for

eGovernance”. There is also a “Policy on Open APIs for Government of India” will encourage the formal use of open APIs in Government organizations.

Government of India shall endeavor to adopt Open Source Software in all e-Governance systems implemented by various Government organizations, as a preferred option in comparison to Closed Source Software (CSS). Adoption of Open Source Software (OSS) has increased worldwide and has led to innovations in implementation of ICT solutions across businesses and Governments. The use of OSS in the key domains of ICT implementation (like application development, internet connectivity, infrastructure, Data Centre and mobile) has helped widespread adoption of open source technologies across the world. The OSS solutions have matured to a large extent and millions of committed developers are participating in making it conducive to the needs of different areas of ICT implementation. The increased convergence of computing platforms facilitates the use of OSS together with Open Standards and adoption of web browser as a unified platform for software applications.

OSS solutions have also found acceptance with many government departments under the GoI. Most of these departments use the community edition of the respective OSS solution and are solely dependent on the open source communities for any support or help. Such kind of support neither Guarantees a resolution nor has any time frame attached to the response and resolution of the posted query.

In order to bridge this gap in the available support for OSS solutions, NICSI, through this tender, desires to select and empanel vendors with proven competence in providing active support services to various Central/ State government departments for a range of functional areas as mentioned in SCOPE OF WORK. Three types of support services are desired to be procured:

a) Helpdesk Support:

This would include providing support services through Email, web portal and over the phone by accessing the user system remotely wherever necessary in order to resolve user queries. The agency will be required to deploy a technical support professional along with web based software for registration and management of support calls. Tickets would be generated and ticket numbers would be provided to the users to track the status of resolution of their queries. It is envisaged as a long term engagement where the user department would require the helpdesk services for a particular functional area during the entire development and deployment phases. The minimum quantum of helpdesk service through this tender will be 1 (one) year.

b) Manpower Support

The manpower support would be of two types

1. Short Term Consultative Support:

This type of support would be provided to users who would need expert advice on open source adoption, building a roadmap, evaluating and choosing technology, application architecture and deployment architecture support, migration of application and integration with existing applications etc. The agency will also provide support to properly setup and tune the required OSS solution to maximize performance and availability. Please note that afore mentioned support is envisaged as a **short term engagement** where the user department would require these services for designing/ reviewing the architecture of a new system, setting up the environment for a new OSS solution, migrating from one solution to the other, health check-up of a running application/ database, resolution of any complex operational/ performance issue or code/schema reviews etc. The minimum quantum of short term consultative support service for the scope of this tender is three days which can be extended to a maximum of 21 days.

2. Long Term consultative Support

This type of support would be required for long term projects ranging from 1 month to 2 years. These would ideally be projects where the support is required on a day to day basis for the entire duration of the project. These engagements can be for System Integration support, development, designing multiple applications or solution on open source for a particular department, providing on-site support/maintenance for infrastructure, database or long term consultation on an existing open source project.

2.1 SCOPE OF WORK

Owing to the high level of maturity of the OSS solutions in the recent past and lesser Total Cost of Ownership than the proprietary software, many government departments are opening up to implement OSS solutions. However, with the lack of cost effective support options on community versions of these OSS solutions, the departments are reluctant to administer these solutions to their mission critical applications.

In view of the above, this tender requires the empaneled vendors to provide support services on the community versions, which were released in last three years and may be released in future, of the functional areas defined in the table below:

S.No	Functional Area	Open Source Technology
1	Relational Database	PostgreSQL/ MariaDB/ MySQL
2	Web Server/Application Server	Apache Tomcat/TOMEE, Apache HTTP , NGINX server , Node JS, Open Stack, Docker, Kubernetes, Swarm, Apache-Mesos
3	Programming Language	HTML , CSS , Core Java Open JDK , PHP ,PHP Framework, Node JS ,

		Javascript, Python, JAVA, J2EE and its associated technologies, Agile, DevOps, Microservices Architecture
4	Operating System	Ubuntu , Centos
5	CMS	Drupal , Life ray , Word press
6	Mobile Applications	Responsive Web Design (including Progressive Web Apps)Native Android, Native Windows, Native iOS (Swift),Apache Cordova/React Native/Native Script/Ionic
7	Big data, Analytics and Search Engine	Apache-Cassandra, Apache-Hbase/Hadoop, Apache-Couchdb, Redis, Apache-Spark, Apache-Flink, “R-Programming”, Pandas-Python-Library, Apache-Zeppelin, Apache-Nutch, Elasticsearch

Note –

1. Above mentioned list of open source technologies are indicative. If there is an introduction of any new technology under specified functional area, the bidder has to provide support for the same to the User.
2. The empaneled vendor will be required to provide support for versions of the relevant functional area currently available, released in last 3 (three) years and also all subsequent versions as and when they are released during the period of empanelment.

The vendor is expected to provide three types of services mentioned below. A user department would be free to opt for either one or all of these services for a particular functional area based on its requirements.

a) Helpdesk Support:

Under this support model, the vendor is expected to have a helpdesk support with the following features:

- Bidder shall understand the requirements of NIC/user and various services to be provided through the help desk
- Bidder shall deploy skilled and qualified manpower required to run the helpdesk.
- Bidder should have infrastructure which is scalable to meet future demands of NIC/users

- Bidder shall setup helpdesk for user support and must arrange related dialer, hardware and network support for running the same.
- Bidder must provide a toll free number which will be owned by NICS/NIC and shall form bulk of available lines. The charges of toll free number will be borne by bidder. Also any coordination and technical integration with telecom service provider (TSPs) / other agencies in this regard will be done by the bidder. The bidder must ensure design of toll free numbers such that the helpdesk is capable to receive calls from anywhere in the country, both from landlines, wireless and GSM/CDMA phones to establish a reasonably efficient system of call receipts.
- The infrastructure required for helpdesk will be sole responsibility of the bidder.
- The bidder must provide an automated tool to track and monitor the grievances made by the user. It is imperative to note that afore mentioned process should be managed by an online ticketing tool which must be deployed at the user location. The empaneled agency will also have to submit monthly reports such as tickets issued, tickets resolved, status of open tickets, etc.
- There should be a logging system and dashboard to monitor the SLAs. The application should maintain complete history
- Call logging should be possible through all the three channels namely, phone, email and web portal.
- Primarily offer support in English, Hindi languages.
- Updated knowledge base for NIC which can be readily accessed by the user departments.
- Generating FAQs from the knowledge base of NIC
- If the issue cannot be resolved with the help of remote support then the on-site support must be arranged in consultation with user department.

The support helpdesk model would follow technical advice and intervene in consultation with the concerned division/user. **Under normal circumstances the helpdesk support would not make any additions/modifications in the environment, platform, code or schema definitions of the user department.** It would be the prerogative of the respective user department whether or not to implement the suggested solutions within their deployed instance of the functional area. In emergency situation, based on user requirement, they have to take remote over secure network to resolve the issue.

b) Short Term Consultative Support:

In order to avoid critical outages, maintain business continuity, design and tune databases, a user department may require proactive support during some crucial

junctures of a project. During such situations the department may engage a vendor for expert guidance on various issues which are broadly categorized as under:

- Providing support for designing/ reviewing the architecture of a new system, proper setup, installation and tuning of a new instance of the functional area as per the user environment.
- Providing support on issues like health check-up of a running application/ database, resolution of any complex operational/ performance issue , migration from a Closed Source Technology to an OSS based solution, upgrading from an older version of the functional area, change in deployment platforms (e.g. Migrating from on-site deployment to a cloud based one) and migrating from one functional area to another.
- Code review, schema review, query review, replication review etc. in order to recommend best practices, code correctness, alternative implementations and improvements in the existing scenario.

As part of this support service the vendor responsibilities would include the following:

- Providing a time estimate (in terms of number of business days) for the resolution of the problem, before the commencement of the support service assignment which must be approved by the user.
- Evaluation of open source technologies available in the ecosystem
- Selection of the functional area suitable for the architecture
- Consultation with stakeholders to map out the implementation approach
- Allocation of dedicated resource(s) for the particular consultative support service assignment.
- Providing both **offline and on-site support** depending upon the requirement of the assignment.
- Acquiring due permissions from the concerned Project coordinator in case any additions/modifications in the environment, platform, code or schema definitions of the user department may be required to be done as part of the problem resolution.
- Delivering the desired solution within the agreed time-frame.

c) **Long term Support**

Large departments with mission critical projects require support over the course of the project as new functionalities can mean risks and this would require the co operation of several people over an extended period of time. The type of support would be both consultative and operational.

As part of this support service the vendor responsibilities would include the following:

- Providing a mutually agreed time estimate (in terms of number of months) for the resolution of the problem in consultation with the user, before the commencement of the support service assignment.
- Allocating dedicated resource(s) for the particular consultative support service assignment.
- Discussions with stakeholders and managing the day to day requirements of the project
- Providing **on-site support** depending upon the requirement of the assignment.
- Providing development support for the assignment

2.2 IMPORTANT DATES

Date of publication	17.08.2017 The tender document is available at e-procurement site http://eprocare.gov.in
Start of sale of tender document	17.08.2017 The tender document is available free of cost on the e-procurement site http://eprocare.gov.in
Seek clarification start date	18.08.2017 from 0900 Hrs onward
Seek clarification end date	22.08.2017 till 1700 Hrs.
Pre-bid meeting date	24.08.2017 at 1130 Hrs
Bid submission start date	31.08.2017 from 0900 Hrs onward.
Bid submission end date	14.09.2017 till 1500 Hrs.
Tender bids opening date	15.09.2017 at 1530 Hrs.

2.3 EARNEST MONEY DEPOSIT

Earnest Money Deposit must be submitted by all the bidders, except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department only (if they are registered for relevant schedules / products under this tender). The bidder must submit the certification of registration with one of the given authorities. Bidders may bid for any one or multiple functional areas as defined in SCOPE OF WORK.

The EMD amount for each functional area is mentioned in below table:

Functional Area	Amount of EMD (in INR)
Relational Database	12 lakhs
Web Server/Application Server	12 lakhs
Programming Language	10 lakhs
Operating System	10 lakhs
CMS	10 lakhs
Mobile Applications	10 lakhs
Big data, Analytics and Search Engine	10 lakhs

1. If the bidder chooses to bid for multiple functional areas, then the bidder must submit separate EMD in the form of DD/ BG separately. Combined EMD will NOT be accepted by NICS. For *E.g. if the bidder choose to bid for two functional areas as “Programming Language and relational database”, bidder must submit EMD separately for amount equivalent to INR 10 Lakhs & INR 12 Lakhs respectively.*
2. The Earnest Money Deposit (EMD) must be submitted through Demand Draft/Bank Guarantee of any Scheduled Commercial Bank (drawn in favor of National Informatics Centre Services Inc., New Delhi) physically before **Bid submission end date** as mentioned in IMPORTANT DATES, otherwise bids will be rejected. However, the scanned copy of Bank drafts must be uploaded (PDF format) electronically on <http://eproc-nicsi.nic.in>.
3. EMD shall be valid for a period of **180 days** from the date of publication of the tender which should be further extendable in case of need. EMD of unsuccessful bidders will be returned, without any interest, on tender finalization. EMD of successful bidders will be returned after they sign letter of empanelment with NICS and submit a bank guarantee of equal amount for the period of empanelment/extended empanelment.

3 PRE-BID QUERIES

NICSI will hold a pre bid meeting with the prospective bidders at the designated **Pre-bid meeting date** as mentioned in IMPORTANT DATES in the NICSI conference hall. Bidder must note that the pre-bid queries should also be sent through e-mail and must be submitted before the due date as mentioned in IMPORTANT DATES . The queries can be sent to NICSI through email at tender-nicsi@nic.in.

Bidder must submit the pre-bid queries in .xls (Excel) file in below format

Company name		M/s.				
S. No.	Name and number of section / annexure / Pg. No. of tender	Name and number of sub category / table, if any	Item no., if any	Item description	Query	Description of requested change

4 BID SUBMISSION

- 4.1. The bids for this tender for each functional areas have to be submitted in accordance with the instructions given below.
- 4.2. NICSI will not accept delivery of proposal in any manner other than that specified in this section. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- 4.3. Eligibility Criteria proposal and the Technical proposal should not contain any financial information.
- 4.4. If any bidder does not qualify in technical evaluation, the financial proposal of that bidder shall not be considered for evaluation.
- 4.5. Online bids (complete in all respect) for all the functional areas must be uploaded on <http://eproc-nicsi.nic.in> latest before 3:30 pm by Bid submission end date as mentioned in IMPORTANT DATES

4.6. Bid Submission procedure

- a. Bid submission shall be sub-divided into two **(2) parts: Bid Submission (Online) & Bid Submission (Manual Part)**.
- b. The packets as mentioned below have to be uploaded online on the NICSI e-procurement portal <http://eproc-nicsi.nic.in>. For this the Agencies must have obtained a class 2 digital signature certificate as described on the afore-mentioned portal.

Packet-1	<p>The file should be saved in a PDF version and marked as: “EMD_Functional area_<Bidder’s Name>.pdf” and should comprise of the following items:</p> <ul style="list-style-type: none"> • Scanned copy of Covering Letter as per Error! Reference source not found. • Scanned copy of EMD/Relevant Registration Certificate incase claiming exemption from EMD <p>The PDF file not containing the above documents or containing the technical or financial bid in explicit / implicit form will lead to rejection of the bid.</p>
Packet-2	<p>The file should be saved in a PDF version and marked as “Eligibility<Bidder’s Name>.pdf” and should comprise of the following items:</p> <ul style="list-style-type: none"> • Bidder Profile as mentioned in Bidder’s profile • Duly filled compliance sheet as given in the “Error! Reference source not found. • Supporting documents required for information sought in Error! Reference source not found. <p>The PDF file not containing the above documents or containing the technical or financial bid in explicit / implicit form will lead to rejection of the bid.</p> <p>It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in pdf & excel versions for these two Annexures.</p> <p>All the bids documents must be digitally signed by the authorized signatory of the company. In case the bid is signed by anyone other than the authorized signatory of the company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</p> <p>All pages of the bid being submitted must be sequentially numbered by the bidder.</p>
Packet-3	<p>The file should be saved in a PDF version and marked as</p>

	<p>“Technical <Bidder’s Name>.pdf” and should comprise of the following items:</p> <ul style="list-style-type: none"> • Combined technical bid in the format provided as per the different schedules in Technical specifications • Technical Bid as per the format provided in different schedules of Technical specifications • The PDF file not containing the above documents or containing the financial bid in explicit / implicit form will lead to rejection of the bid (Excel format) <p>It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in pdf & excel versions for the technical bid.</p> <p>All the bids documents must be digitally signed by the authorized signatory of company. In case the bid is signed by other than authorized signatory of company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</p> <p>All pages of the bid being submitted must be sequentially numbered by the bidder.</p>
Packet-4	<p>The .xls file of each functional area where the bidder is quoting must be saved as ‘Finbid_Functionalarea_Biddername.xls’.</p> <p>It must contain the following information –</p> <ul style="list-style-type: none"> • BOQ as per the format mentioned for each functional area where the bid is being submitted. <p>All the bid documents must be digitally signed by the authorized signatory of company. In case the bid is signed by other than authorized signatory of company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</p> <p>All pages of the bid being submitted must be sequentially numbered by the bidder.</p>

4.7. The hard copies of the bids should be submitted as under

Envelope I - EMD	Hard Copies of demand drafts/bank guarantees for each functional area for which the bidder is quoting must be put in a single envelope titled EMD of Solution Name “Tender No. NICS/ OPEN SOURCE
------------------	---

	<p>SOLUTION/2017/05 for OPEN SOURCE SUPPORT SERVICES Bidder Name”</p> <p>The envelope not containing the above documents or containing the technical or financial bid in explicit / implicit form will lead to rejection of the bid.</p>
--	---

- 4.8. These bids would be valid for a period of **180 days** from the date of opening
- 4.9.** NICSI will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the bids either online or the hard copies submitted beyond the **Bid submission end date** as mentioned in IMPORTANT DATES
- 4.10. The bids submitted by fax/ E-mail /manually etc. shall not be considered. No correspondence will be entertained on this matter.
- 4.11. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained on the **Pre bid meeting date** as mentioned in IMPORTANT DATES
- 4.12. 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.
- 4.13. 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 will be summarily rejected.
- 4.14. At any time prior to the **Bid submission end date** , NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on NICSI’s website <http://eproc-nicsi.nic.in> and should be taken into consideration by the prospective agencies while preparing their bids.
- 4.15. 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 **Bid submission end date**.
- 4.16. No bid must be modified subsequent to the **Bid submission end date**. No bid must be withdrawn in the interval between the **Bid submission end date** and the expiry of the bid validity (180 days from the **Bid Opening date** as mentioned in IMPORTANT DATES. Withdrawal of a bid during this interval may result in forfeiture of bidder’s EMD.
- 4.17. The bidders must bear all costs associated with the preparation and submission of their bids. NICSI will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- 4.18. The bidder may choose to bid for services of a single or multiple functional areas mentioned in **SCOPE OF WORK** of the tender document.
- 4.19. The bid for a particular functional area **MUST** contain quotes by the bidder for all service types (Helpdesk Support, Short term Consultative Support and Long Term Consultative

Support). If the bidder fails to quote for all service types mentioned, the bid proposal will be rejected and EMD of the bidder will be forfeited for all categories against which the bidder has submitted its proposal.

4.20. Bids not submitted as per the specified format and nomenclature may be out rightly rejected.

4.21. Ambiguous/Incomplete/Illegible bids may be out rightly rejected.

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

4.23. NICS, at any time during the course of evaluation of the bids, may seek verbal or written clarifications from the bidders, which may be in the form of product demonstration, presentation, undertaking, declaration, reports, datasheets, etc., if NICS finds the information in the submitted bids to be insufficient/ambiguous/deviant or of any such nature that hinders the evaluation committee from arriving at a clear decision. It will entirely be at NICS's discretion whether to seek clarifications or not, and what clarifications to seek, or take any other action as per the guidelines provided in the tender.

5 BID OPENING

Online bids (complete in all respect as detailed in BID SUBMISSION) received along with Demand Draft of EMD (Physically) will be opened at **Tender bids opening date** in presence of bidders' representative, if available. Bid received without EMD will be rejected straight way.

6 BID EVALUATION

6.1 PRE-QUALIFICATION EVALUATION

6.1.1 The Bidders must have furnished the necessary documents to establish their eligibility (indicating the page number in the bid) for each of the items given in Eligibility 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.

6.1.2 Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, NICS reserves the right to seek further proof in the form of document or seek clarifications on the already submitted documents.

6.1.3 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 their submitted EMD amount of all functional areas for which bidder has participated in the bid.

- 6.1.4 A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered.

6.2 TECHNICAL BID EVALUATION

- 6.2.1 A duly constituted Technical Evaluation Committee (TEC) will select Bidders on the basis of Technical Specifications mentioned in the tender document. Please note that bidders will be awarded marks as per the criteria laid out in tender document and must score at least 70% marks to proceed further for financial evaluation.
- 6.2.2 If the bid doesn't score at least 70% of marks in the technical specifications as mentioned in Technical specifications , then the bidder would be disqualified and his bid would be rejected.
- 6.2.3 The TEC has the right to verify the requirements of the quoted resources with the required tender specifications for all resource categories as mentioned in **Technical Qualification criteria for Man-Power support** (Short term and Long Term Support)
- 6.2.4 The TEC reserves the right to reject a resource if it does not match the specifications as mentioned in the different resource categories

6.3 FINANCIAL BID EVALUATION

- 6.3.1 The following must be complied with during the preparation of the financial bid:
 - 6.3.1.1 The final rates submitted by the bidders must be in Indian Currency only and all the payment shall be made by NICS I in Indian currency only
 - 6.3.1.2 Bidders must indicate their rates in clear/visible figures and must not alter/overwrite/perform cutting in the quotation.
 - 6.3.1.3 The bidder must avoid any error while quoting prices for the solution as per the format given in Financial bid proforma template. If any discrepancy is found in the bid, it will be rejected.
- 6.3.2 The evaluation of the financial bids must proceed in the manner as described here:

- 6.3.2.1 The GTV (Gross Total Value) of only technically qualified bidders will be opened electronically in the presence of their representatives on a specified date and time duly notified. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.
- 6.3.2.2 FEC is not liable to disclose the following to the bidders:-
 - 6.3.2.2.1 Methodology adopted by FEC to arrive at “reserve rate”
 - 6.3.2.2.2 “Reserve rate” for any product / service
- 6.3.2.3 Quoting incredibly low value of resources with a view to subverting the tender process shall be rejected straight away and EMD of such vendor will be forfeited
- 6.3.2.4 The bidder quoting the lowest value will be designated as L1 for that functional area and selected for empanelment for that functional area
- 6.3.2.5 The next lowest bidders in terms of GTV values i.e. L2 , L3 will be asked to match the rates quoted by L1 to form a panel of 3 vendors for that functional area
- 6.3.2.6 The prices obtained after the financial evaluation may be displayed on the NICS I website for the empanelment period.

7 EMPANELMENT OF SUCCESSFUL BIDDER

7.1 EMPANELMENT CONDITIONS

- 7.1.1 NICS I will form a panel for period of empanelment. Maximum 3 (three) agencies will be empaneled under each category. The decision of NICS I shall be final.
- 7.1.2 The empanelment under this tender, with all its terms and conditions, can be used by NIC also.
- 7.1.3 The empanelment will be valid for a period of **2 years** in the first instance from the date of empanelment. It may be extended for **another year** depending upon the need of NIC / NICS I’s project requirements with mutual consent.
- 7.1.4 The empaneled vendor must **offer the services for a particular functional area** at the L1 value bid finalized through this tender during the period of empanelment/extended empanelment, except for revision in rates as per provisions of **Section 11.3: PRICE VARIATION CLAUSE**.
- 7.1.5 All empaneled vendors must honor all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by NICS I on behalf of its clients. Failing this, NICS I may forfeit their EMD
- 7.1.6 In the event, an empaneled 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.

- 7.1.7 Empaneled vendor cannot sub contract any part of scope of work under any category of the tender to any other company.
- 7.1.8 In case any selected bidder refuses to sign empanelment within seven days of communication from NICSI, the offer would be treated as withdrawn and the bidder's EMD will be forfeited.
- 7.1.9 In case an empaneled vendor is found in breach of any condition(s) of tender at any stage during empanelment, legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited.
- 7.1.10 NICSI may, at any time, terminate the empanelment by giving written notice before 30 days to the empaneled vendor without any compensation, if the empaneled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- 7.1.11 Tender process will be over after the issue of empanelment letter to the selected bidder. Thereafter, information submitted by the participating bidders before and during the bidding process may be put by NICSI in the public domain. Competent Authority in NICSI may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says "there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information".
- 7.1.12 Reasons for rejecting a tender/bid will be disclosed to a bidder only where enquiries are made.

7.2 SECURITY DEPOSIT

- 7.2.1 In the case of the Bidder who has been selected for empanelment, the bidder (including those exempt under Section 2.3) must give Security Deposit for the equivalent amount of EMD. Security Deposit will be in the form of Bank Guarantee (BG) of any commercial bank drawn in the name of National Informatics Centre Services Inc, New Delhi, valid till empanelment. EMD of successful bidders will be returned after they sign letter of empanelment with NICSI and submit a security deposit of equal amount for the period of empanelment/extended empanelment. The BG will be released after the empanelment or extended empanelment or complete execution of all the purchase orders issued under this empanelment, whichever is later and thereafter the Security Deposit / BG shall be returned to the empaneled vendor without any interest. In case of

default by the empaneled vendor on non-acceptance of the purchase orders, this Security Deposit /BG will be forfeited and empanelment will be cancelled.

Security deposit must be made in the form of Bank Guarantee equal to the **EMD amount**

Validity	Valid for the period of empanelment / extended empanelment. The BG will be released after the empanelment or execution of all pending Purchase Orders, whichever is later
Instrument	One single deposit in the form of Bank Guarantee
Amount	Equal to EMD amount

7.3 PERFORMANCE BANK GUARANTEE

7.3.1 Once Empaneled, the selected agency to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Bank Guarantee (PBG) for the amount equivalent to 10% of the PO value. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.

7.3.2 The PBG should remain valid for an additional period of **90 (ninety) days** beyond the timelines mentioned in the PO. For example, if the timelines mentioned to complete a deliverable in the PO is for 3 months, the PBG shall be valid till **3 months + 90 days** from the date of project initiation.

7.3.3 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 with 15 days of issuance of the PO.

7.3.4 **PBG** has to be made in form of Bank Guarantee equal to **10% of PO value**.

a. Validity	I. Valid for the period of PO / extended PO plus (+) 90 days .
	II. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
b. Instrument	III. One single deposit in the form of Bank Guarantee.
c. Amount	IV. Equal to 10% of PO value

8 PLACING OF ORDERS

8.1 Purchase Order will be placed on the empaneled vendor in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order from Web Site.

- 8.2 Objection, if any, to the Purchase Order must be reported to NICSI by the empaneled vendor within **three (3) working days** from the date of receipt or date of email whichever is earlier for modifications, otherwise it is assumed that the empaneled vendor has accepted the Purchase Order in totality.

9 PAYMENT

- 9.1 Empaneled vendors should furnish details of the location from where they are going to raise their Bills / Invoices to NICSI, New Delhi.
- 9.2 Empaneled vendors must raise their Bills / Invoices in the name of NICSI, New Delhi.
- 9.3 The payment to the agency will be made on monthly basis depending upon the actual duration of the services rendered at NICSI/Client office after availing service.
- 9.4 In case of a milestone based assignment, the payment to the agency shall be made after completion of the milestone on the basis of actual man-month of services rendered for achieving the particular milestone.
- 9.5 The maximum penalty that can be levied on the vendor in one month/milestone will be equal to 25% of the payment due to the vendor for that month/milestone
- 9.6 The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis/at completion of milestone in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the Monthly Satisfactory Performance Report(s) duly signed by NICSI/Client Project coordinator or the user-department/end-customer. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty etc.
- 9.7 Payment must be subjected to deductions of any amount for which the Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS(Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. orders / rules.
- 9.8 All payments will be made through RTGS only.

10 REFUND OF EMD & SECURITY DEPOSIT

The Earnest Money Deposit (EMD) without any interest accrued will be refunded as follows:

- 10.1 In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within **1 (One)** month of the acceptance of TEC's (Technical Evaluation Committee)'s recommendations.
- 10.2 In the case of those Technically Qualified bidders who are not empaneled, the EMD will be refunded without any interest accrued within **1 (One)** month of the acceptance of FEC's (Financial Evaluation Committee)'s recommendations.

- 10.3 In case of those bidders whose tender bids are accepted for the empanelment, EMD of such bidders will be refunded on receipt of security deposit as mentioned in **Section 7.2: SECURITY DEPOSIT**. Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of National Informatics Centre Services Inc Hall No. 2&3, 6th Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi – 110 066, valid for empanelment period and shall be renewed by the empaneled vendor till Empanelment lasts or the orders placed are executed, whichever is later. No interest will be payable for the Security Deposit.
- 10.4 On completion of the warranty period of ordered items, the Security Deposit without any interest accrued shall be released after ascertaining that satisfactory support has been provided during the warranty period. In case, it is found that appropriate satisfactory support has not been provided by the empaneled vendor, NICS/NIC will ensure that the prescribed penalty for the default in service has been realized or shall be recovered from the empaneled vendor out of the Security Deposit

11 GENERAL TERMS & CONDITIONS

11.1 CONDITIONS

- 11.1.1 The empanelment under this tender is not further assignable by the empaneled vendor. The empaneled vendor must not assign its contractual authority to any other third party.
- 11.1.2 As a matter of policy and practice and on the basis of Notification published in Gazette of India dated 14th March, 1998, it is clarified that services of the vendor empaneled through this tender can be availed by both National Informatics Center [NIC] and National Informatics Center Services Incorporated [NICS], as the case may be depending on the project, and the empaneled vendor shall be obliged to render services to both or any of these organizations as per the indent placed by the respective organization. In other words, the selection procedure adopted in this tender remains applicable for NIC as well, and in the event of rendering services to NIC, the empaneled vendor must discharge all its obligations under this tender to NIC as well
- 11.1.3 Any default or breach in discharging material obligations under this tender by the empaneled vendor while rendering services to NIC/NICS, shall invite all or any actions / sanctions, as the case may be, including forfeiture of EMD, security deposit, invocation of performance guarantee stipulated in this tender document.
- 11.1.4 All terms and conditions governing prices and supply given in this tender, as applicable to NICS, will be made equally applicable to NIC.
- 11.1.5 NICS reserves the right to modify and amend any of the stipulated condition/criterion given in this tender document after concurrence with the

successful bidder, depending upon project priorities vis-à-vis urgent commitments. NICS I also reserves the right to accept/reject a bid, to cancel/abort tender process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by NICS I.

- 11.1.6 Any material default by the bidder in respect of tender terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.
- 11.1.7 The decision of NICS I arrived during the various stages of evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by NICS I.
- 11.1.8 Printed/written conditions mentioned in the tender bids submitted by bidders will not be binding on NICS I.
- 11.1.9 Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 11.1.10 NICS I will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.

11.2 MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT

- 11.2.1 If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the registration certificate must be provided to NICS I. Further, the bidder must keep NICS I informed of any change in the status of the company.
- 11.2.2 Following facilities have been extended to the SSI units registered with NSIC:
 - 11.2.2.1 Issue of tender sets free of cost
 - 11.2.2.2 Exemption from payment of earnest money
 - 11.2.2.3 Waiver of security deposit up to the monetary limit for which the unit is registered

11.3 PRICE VARIATION CLAUSE

- 11.3.1 In the event of lowering of Government levies subsequent to empanelment, the empaneled vendor must automatically pass on the benefits to NICS I, and in the event of increasing of Government taxes/ levies subsequent to empanelment, NICS I shall consider the case on merit and pass on the pro-rata benefits to the empaneled vendor if full reference with documentary evidence is submitted.
- 11.3.2 There will be an annual increment of 8% in the rates on each anniversary of the contract signing date

- 11.3.3 All other taxes, i.e. VAT, Installation Charges, Service Taxes as mentioned in the tender by the empaneled vendor will be added to arrive at the new revised total rate. Local taxes such as Octroi, LBT , etc shall be paid by NICSI on actuals.

11.4 LIMITATION OF LIABILITY

- (a) The empanelled vendor shall not be liable for any indirect or consequential loss or damage.
- (b) With respect to damage caused by the empanelled vendor to end user / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled vendor shall be liable to end user / NICSI / NIC only for direct damage and loss up to the maximum extent of the higher of (i) the total amount payable to empanelled vendor under the respective work order, or (ii) the proceeds which the empanelled vendor may be entitled to receive from any insurance maintained by the empanelled vendor to cover such a liability.
- (c) The limitation of liability in (b) above shall not affect the empanelled vendor's liability in case of gross negligence or wilful misconduct on the part of the empanelled vendor or on part of any person or company acting on behalf of the empanelled vendor in carrying out the services. The limitation of liability in (a) and (b) above shall not affect the empanelled vendor's liability, if any, for damage to Third Parties caused by the empanelled vendor or any person or firm / company acting on behalf of the empanelled vendor in carrying out the services under any work order issued pursuant to this empanelment.

11.5 INDEMNITY

The empaneled vendor must indemnify NICSI/NIC/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/manpower etc and related services or any part thereof. NICSI/NIC/User department stand indemnified from any claims that the hired manpower / empaneled vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. NIC/NICSI/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / empaneled vendor's manpower while discharging their duty towards fulfillment of the purchase orders.

11.6 TERMINATION FOR INSOLVENCY

NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the empaneled vendor, without any compensation to the empaneled vendor, if the empaneled vendor becomes bankrupt or otherwise insolvent.

11.7 FORCE MAJEURE

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

11.8 TERMINATION FOR DEFAULT

Default is said to have occurred

- a. If the empaneled vendor fails to accept the Purchase Orders
- b. If the empaneled vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or during any extension thereof granted by NICSI.
- c. If the empaneled vendor fails to perform any other material obligation(s) under the contract

If the empaneled vendor defaults in above circumstances, his Bid security (EMD)/BG received against this empanelment will be forfeited and empanelment will be cancelled.

If the empaneled vendor defaults in the above circumstances, a cure period of 30 days will be given to the vendor to rectify the default failing which the empanelment against this tender will be cancelled and 8.5% of the work order value will be levied as cancellation charges. NICSI can get the work done through alternate sources with the difference in the cost of getting the work done to be borne by the successful bidder with capping of maximum 10% of the value of the goods/services for which alternative option is sorted to. In case of any Termination, NIC/NICSI/user shall be liable to pay the vendor for all the goods and services accepted till the effective date of termination.

11.9 ARBITRATION

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

11.10 CONCILIATION

- 11.10.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996.
- 11.10.2 The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- 11.10.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

11.11 APPLICABLE LAW

- 11.11.1 The empaneled vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 11.11.2 All disputes in this connection shall be settled in Delhi jurisdiction only.

- 11.11.3 NICS I reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NICS I will not be under obligation to give clarifications for doing the aforementioned.
- 11.11.4 NICS I also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective bidders / parties to be kept informed about it.
- 11.11.5 NICS I, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- 11.11.6 NICS I also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully along with complete technical features of the solutions as well as other documents required to access the capability of the firm.
- 11.11.7 All procedure for the purchase of stores laid down in GFR shall be adhered-to strictly by the NICS I and Bidders are bound to respect the same.
- 11.11.8 The bidder must maintain absolute confidentiality on the information with respect to NIC/user Security plan and related details, which the bidder becomes aware of during interaction with NIC-personnel and from the solutions supplied by them and made operational under NICNET domain. The bidder must **sign a Non-Disclosure Agreement (NDA)** with NIC/NICS I/user.

12 SPECIAL TERMS & CONDITIONS

- 12.1 This tender process will adhere to conditions of CVC Circular No. 3/01/2012 dated 13.01.2012 wherein
 - 12.1.1 In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
 - 12.1.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 12.2 Bidder must ensure there is no discrepancy between the hard copy submitted and the softcopy uploaded for the Financial Bid. In case of any discrepancy between hard copy submitted and softcopy uploaded, then the commercials uploaded in softcopy will prevail.
- 12.3 The empaneled vendor shall be responsible for any damage to equipment's; property and third party liabilities caused by acts of its professionals positioned at NIC/user sites. All equipment shall be used only for the purpose of carrying out legitimate business and shall not be put into any other use.

- 12.4 NIC/NICSI would only hire resources for its services from the empaneled vendor. The resource deployed by it for this purpose will be its employees and they will have no right for absorption in NIC/NICSI at any stage.
- 12.5 Printed/written conditions mentioned in the tender bids submitted by bidders will not be binding on NICSI.
- 12.6 Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 12.7 NICSI will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
- 12.8 The copyright in all drawings, documents and other materials containing data and information furnished to NIC/user by the empaneled vendor herein shall remain vested with the empaneled vendor or, if they are furnished to NIC/user directly or through the empaneled vendor by any third party, including supplies of materials and services, the copyright of such materials shall remain vested with such third party.
- 12.9 The copyright in all drawings, documents and other materials containing data and information furnished to the empaneled vendor by NIC/user herein shall remain vested with NIC/user.
- 12.10 NIC/user and the empaneled vendor shall maintain confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the empanelment, whether such information has been furnished prior to, during or following termination of the empanelment.
- 12.11 The empaneled vendor shall not use such documents, data and other information received from NIC/user for any purpose other than the work and services as required for the performance of the Contract.
- 12.12 The Vendor must not use this empanelment anywhere on its own, without taking prior permission from NICSI. Any purchase order placed with reference to this empanelment has to be executed through NICSI only.
- 12.13 Any invoice generated on NICSI under this empanelment by the empaneled vendor must be done only from an office located in Delhi

13 ANNEXURE

The necessary Annexures for this tender are given in the following pages.

ANNEXURE 1. Eligibility Criteria

1. Eligibility/ Pre-qualification criteria mentioned in this annexure is common to all functional areas mentioned in SCOPE OF WORK
2. Bidder can bid for empanelment in any of the functional area or all functional areas defined in this document.
3. The Bidders are required to submit all required documentation in support of the evaluation criteria specified as required for evaluation of the bids.

S.No.	Criteria	Documents to be submitted as qualifying documents (100% Compliance)	Compliance (Yes/No)	Reference of enclosed proof along with page number where document occurs in the bid
1.	The bidder/OEM must be a Company registered in India under the Companies Act 1956 or a partnership registered under the Indian Partnership Act 1932 with their registered office in India for the last three years as on 31st March 2017 .	Copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory		
2.	Power of Attorney in the name of authorized signatory authorizing him for signing the bid documents or related clarifications on bid documents	Power of Attorney in the name of authorised signatory		
3.	Bidder must have an average turnover of INR 10 crores during the last 3 financial years (i.e., FY 2016-17, FY 2015-16, FY 2014-15) from development, deployment, support or maintenance of OSS solutions	Duly signed & stamped CA certificate from the given activities for the financial years		

4.	The bidder/OEM must have executed a minimum of three projects related to OSS Solution in any Government (Central / State / PSUs) departments or private organizations in India. The order value placed must exceed INR 2 crores or equivalent in any foreign currency during the last three financial years (2016-17, 2015-16, 2014-15)	<ol style="list-style-type: none"> 1. Project references as per Annexure 5 of the tender document 2. Work order 3. Work Completion Certificate from the client 		
5.	The bidder/OEM must have experience of managing and operating help desk support	<ol style="list-style-type: none"> 1. Project references as per Annexure 5 of the tender document 2. Work order 3. Work Completion Certificate from the client 		
6.	The bidder must have a Positive Net Worth for the last 3 financial years (2016-17, 2015-16 , 2014 – 15)	Duly signed & stamped CA certificate		
7.	The bidder must have a registration number of GST	Duly signed & stamped copies of relevant certificates of registration		
8.	The bidder must have cleared his VAT/ CST dues up to 31st March, 2017 to the Government.	Duly signed & stamped copy of Tax Clearance Certificate from the Commercial		

		Taxes Officer of the Circle concerned Auditor/CA signed VAT returns may be provided		
9.	Bidder must have a valid PAN	Duly signed & stamped copy of PAN card / certificate		
10.	The bidder must be a single legal entity/ individual organization. Consortium shall not be allowed.	Undertaking signed by authorized signatory		
11.	The bidder must have filed its Income Tax Returns for the last 3 financial years (i.e., FY 2016-17, 2015-16, 2014-15)	Duly signed and stamped copies of Income Tax Returns Digitally signed ITR may be provided		
12.	To confirm in Yes or No, whether the bidder falls under the Micro, Small and Medium Enterprises Development Act, 2006.	If yes, a duly signed & stamped copy of the registration Certificate must be provided to NICSI. Further, NICS I must be kept informed of any change to the status of the company as per the mentioned act.		
13.	The bidder must be ISO 9001:2008/ISO 27001: 2013/ ITIL / CMMI level 3 certified	Bidder should submit copies of these certifications		

ANNEXURE 2. Technical specifications

2.1 Technical Qualification criteria for Man-Power support (Short term and Long Term Support)

S.no.	Resource Category	Minimum Total Experience in years	Minimum Experience in relevant OSS technology	Compliance (Yes/No)	List of Document Submitted
1	Technical Resource - Level 1	3 years	1 year		
2	Technical Resource - Level 2	5 years	3 years		
3	Technical Resource - Level 3	7 years	5 years		
4	Project Manager	10 years	Managed at least 5 projects in the relevant domain		
5	Solution Architect	10 years	Worked in at least 5 projects in the relevant domain		

Note

1. The minimum qualification for the resources mentioned above is B.Tech, B.E., MCA, M.Sc (IT) or equivalent
2. The resources must be on the rolls of the organization for at least one year at the time of submission of this bid
3. The resource levels of Project Manager and Solution Architect must have relevant certifications from recognized institutions to support their work experience

2.2 Technical Qualification criteria for each functional area:

2.2.1 Relational Databases

- Experience in Architectural planning, design and implementation of Database infrastructure, Instances, Storage
- Database Management, Data Maintenance, Performance Tuning, Data Replication, Installation and maintenance of instances
- Planning and implementation, backup and recovery policy and process. Plan and monitor database access, privileges
- Preparation of complex queries, optimize existing queries/ programs, preparation of query based tools/ utilities
- Controlling migrations of programs, database changes, reference data changes and menu changes throughout the development life cycle
- Implementation and enforcement of Database Security plan/ process
- Performing ongoing tuning of the database instances
- Planning and implementation, backup and recovery of the MySQL/PostgreSQL database
- Controlling migrations of programs, database changes, reference data changes and menu changes throughout the development life cycle
- Implementation and enforcement of security for all of the MySQL/PostgreSQL Databases

2.2.2 Web Server / Application Server

- Experience should include deploying J2EE applications based on Struts framework, Spring framework, Hibernate, Servlets, Web services.
- Experience in configuring user sessions, threads and Hibernate connection pools are a must.
- Experience in Cluster deployments especially for Apache Tomcat, and JBoss AS.
- Hands-on experience with performance tuning of JVM based applications.
- Experience in both Windows and UNIX environments.
- Experience in using tools to monitor and analyse JVM, threads dumps, connections pools, hardware resources etc.
- Good understanding of web protocols including HTTP, HTTPS, TCP/IP, and DNS
- Thorough understanding of networking and web technologies such as Ajax, HTML, JavaScript, JQuery, jsp, asp, Flash, etc.
- Knowledge of web page composition (static vs. dynamic elements, browser behavior, etc.)
- Experience in deployment of web applications on IIS is an added advantage

- Hands on experience with Agile/Scrum methodology
- Administration experience in data center environment , performance tuning , hardening , monitoring etc

2.2.3 Programming Language

- Experience in HTML , CSS , Java Script , JS libraries and frameworks like jQuery, Bootstrap , Angular JS , Node JS
- Responsible for end to end implementation of strategic Projects, Planning, Design, Coding and Development, Testing, Implementation etc in programming

2.2.4 Operating System

- Hands on experience in Unix flavors; Ubuntu/Redhat/CentOS
- Installation, Configuration, and maintaining Linux servers in Physical and Virtual Instances
- Administration of Linux services including DNS (BIND/named), LAMP, NTP, LDAP (OpenLDAP, Active Directory), MYSQL, PostgreSQL, Jenkins, JIRA, Tomcat
- High proficiency with Linux command line utilities and operations Management of releases and staging / production versioning automation
- Mail server setup and administration (SendMail, Postfix)
- Use of GIT or other distributed version control system in development or automation
- Proficient with network tools such as iptables, Linux IPVS, Disk Management (LVM/RAID), Open source Firewall

2.2.5 CMS

- Experience of any content management system will be considered

2.2.6 Mobile Applications

- Experience in building Hybrid apps for IOS, Android, Windows
- Experience in working with Mobile Frameworks like Ionic, Oracle MAF, React Native, Native Script etc.
- Good hands on experience in utilizing the hardware capabilities (like GPS, Camera, Wireless, Mobile Data, Bluetooth, fingerprint & Memory Cards) and software capabilities (like contacts, email apps, swipe and voice control) using Apache Cordova, Javascript, Native iOS, Native Windows, Native Android and other based native mobile application development using React Native / Native Script Plugins or using Device native features

2.2.7 Big Data, Analytics and Search Engine

- Ability to evaluate and provide solutions to cloud-related issues and blockers to success.
- Responsible for building scalable distributed data solutions using Hadoop, Apache Cassandra, Apache CouchDB
- Designing a sustainable data-ingestion solution to maintain data lineage for long term viability
- Setting up the big data environment to perform the analysis.

2.3 TECHNICAL BID TEMPLATE

S.no.	Section	Criteria	Total Marks(100)	Documents to be submitted	Compliance (Yes/No)
1	Availability of Resource	Technical Resource 1 (Number of professional with experience as mentioned in Section 13.1 Table of Resources and 13.2 Category wise Experience) <ul style="list-style-type: none"> • 5 – 10 (1 mark) • 11- 15 (2 marks) • 16 - 20 (3 Marks) • 21 - 25 (4 marks) • 26 and above (5 marks) 	5	Employee no , id cards and copy of relevant certifications as mentioned in 13.2. CVs of all the resources signed by the authorized signatory	
		Technical Resource 2 (Number of professional with experience as mentioned in Section	5		

		<p>13.1 Table of Resources and 13.2 Category wise Experience)</p> <ul style="list-style-type: none"> • 5 – 10 (1 mark) • 11- 15 (2 marks) • 16 - 20 (3 Marks) • 21 - 25 (4 marks) • 26 and above (5 marks) 			
		<p>Technical Resource 3 (Number of professional with experience as mentioned in Section 13.1 Table of Resources and 13.2 Category wise Experience)</p> <ul style="list-style-type: none"> • 5 – 10 (1 mark) • 11- 15 (2 marks) • 16 - 20 (3 Marks) • 21 - 25 (4 marks) • 26 and above (5 marks) 	5		

		<p>Project Manager (Number of professional with experience as mentioned in Section 13.1 Table of Resources and 13.2 Category wise Experience)</p> <ul style="list-style-type: none"> • 1 – 3 (1 mark) • 4- 6 (2 marks) • 7 - 9 (3 Marks) • 10 - 12 (4 marks) • 13 and above (5 marks) 	5		
		<p>Solution Architect (Number of professional with experience as mentioned in Section 13.1 Table of Resources and 13.2 Category wise Experience)</p> <ul style="list-style-type: none"> • 1 – 3 (1 mark) • 4- 6 (2 marks) • 7 - 9 (3 Marks) • 10 - 12 (4 marks) • 13 and above (5 marks) 	5		

2	Experience of consultative support	Experience of giving manpower support (either short or long term) mentioned marking based on number of projects 2 marks for each citation subject to a maximum of 5 citations	10	Work orders along with completion certificates for all cited projects	
3	Community Support	The organization should have contributed to the relevant OSS community in which it is bidding. There must have atleast one contributor /committer in the role	15	Documents detailing the support to the community	
4	Experience of help desk support	Experience of managing and operating help desk support projects(either owned or third party) mentioned marking based on number of projects 2 marks for each citation subject to a maximum of 5 citations	10	Work orders along with completion certificates for all cited projects	
5	Presentation	A presentation detailing the organization , its experience in open source technologies and its suitability to the current empanelment	40		

Note –

- **The bidder must score at least 70 marks out of 100 to be technically compliant**

ANNEXURE 3. SLA

The sole purpose of the SLAs laid down in this section is to clearly define the level of service that is expected from the vendors empaneled through this RFP. For the purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- a) **Uptime** shall mean the time period for which the specified services / components with specified technical and service standards are available to the user department.
- b) **Downtime** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department.
- c) **Helpdesk Support** shall mean the 24x7 center which shall handle query reporting, trouble ticketing and related enquiries during the currency of the contract.
- d) **Response Time** shall mean the time taken (after the incident has been reported) to acknowledge a customer's issue in a non-automated way.
- e) **Resolution Time** shall mean the time taken (after the incident has been reported), in resolving (diagnosing, troubleshooting and fixing) the user queries.

Service Levels Monitoring

- a) The Service Level parameters defined below shall be **monitored on a monthly basis**, as per the individual parameter requirements.
- b) The Bidder shall be responsible for providing appropriate web based online SLA measurement and monitoring tools for the same.
- c) The Bidder will be expected to take immediate corrective action for any SLA that has been breached.
- d) In case issues are not rectified to the complete satisfaction of NICS I within a reasonable period of time then the NICS I will have the right to take appropriate penalizing actions, including action or termination of the contract.

1) Helpdesk Support

S No	SLA Criteria	SLA Target	Measure
1	System Availability	99% availability out of total period	Total downtime minutes / Total minutes in a month

2	Call Connect Rate	>99% availability	Measured as % of call getting connected to the call centre, averaged over the month
3	Call Response Time	90% calls	measured as % of calls in which call queue waiting time is less than 30 seconds Call Response time is the waiting time in Automatic call Distributor queue after pressing prescribed digit to talk to the agent but before being answered by the agent
4	Call Quality Score (based on user feedback)	99%	The quality of calls would be measured based on defined parameters decided at the time of contracting
5	Problem Response Time	95% transaction with response time less than 15 min	Average time taken to acknowledge and respond once an incident is logged through any of the channels
6	Problem Resolution Time	99 % issues resolved within 24 hours	Time taken to resolve the problem

Note – The penalty for all the incidents above is 1% of the monthly payment towards call centre cost for each 1% drop in performance

2) Manpower Support (Long Term and Short Term)

S No	SLA Criteria	SLA Target	Severity Level
1	False appropriation of documents	If the documents of the deployed resource do not match the minimum qualifications mentioned in Section 13 : Technical Specifications or if the resource has submitted forged or false documents then the salary paid to the resource by the empaneled vendor would be taken back and there would be a penalty. Additionally legal action may be initiated against the resource and the empaneled vendor according to the prevalent laws	Low
2	MIS Reporting	An SLA compliance report should be sent to the NIC/NICSI/user project manager by the 7 th of every month	Low
3	Deployment of Resource by empaneled vendor	The resource should be deployed at the start of the engagement	Medium (every day will be taken as one instance of default)
4	Leave without Authorized permission	If the resource deployed by the empaneled vendor goes on leave without informing the NIC/user Project co-ordinator through mail or phone , then the resource would be allowed a grace period of a day	Medium
5	Replacement of Resource	If the resource deployed by the empaneled vendor is absent or unavailable for more than 7 working days, the vendor must ensure that a replacement is found, within 24 hours. No Payment will be given for that period when the manpower is absent. During this time, any mishap/downtime/fault will be the responsibility of the empaneled vendor and any penalty arising of the same will be payable by the empaneled vendor.	Medium

6	Data theft incident	For every data theft incident committed by the resource deployed by the empaneled vendor a penalty shall be imposed along with punishment applicable under the legal provisions of the country prevailing at that point in time.	High
---	---------------------	--	------

Note:

1. The penalties for the different severity levels mentioned in the various sections above are
 - Low – INR 1000 per day/ instance of default
 - Medium – INR 5000 per day/instance of default
 - High – INR 25000 per day/instance of default
2. The repetition of the instance / successive default per day will result in the penalty being doubled
3. If the default persists even after successive repetitions, NICSI can get the work done through alternate sources with the difference in the cost of getting the work done to be borne by the successful bidder with capping of maximum 10% of the value of the goods/services for which alternative option is sorted to.

ANNEXURE 4. **Bidder's profile**

S. No.	Particulars	Description
i.	Name of the Bidder	
ii.	Type of Incorporation (Sole Proprietor/ Partnership/ Private Limited/ Limited Firm)	
iii.	Year of Incorporation	
iv.	Place of Incorporation	
v.	Place of Manufacturing/Supply	
vi.	Whether any Legal/Arbitration proceedings have been instituted against the Bidder or the Bidder has lodged any claim in connection with works carried out by them. Mention Yes/No. If yes, please give details.	
vii.	Service Tax No.:	
viii.	Sales Tax/VAT No.:	
ix.	CST No.:	
x.	PAN No.:	
xi.	Full Address	
xii.	Name of the contact person with designation	Name: Designation: Contact Number(Landline): Contact Number(Mobile): Email Address: Complete Communication Address:
xiii.	Turnover from sales in each of the last 3 financial years (i.e., FY 2014-15, 2013-14, 2012-13)	

S. No.	Particulars	Description
xiv.	EMD Details:	Amount: Draft/ Pay Order No.: Date: Bank: Branch:

Signature:

Name:

Date:

Place:

Seal

ANNEXURE 5. Format for project preferences

#	Particulars	Details
I.	OSS Solution for which the project is being referred:	
II.	General Information	
a.	Client Name	
b.	Name of the Contact Person and contact details of the Project	
III.	Project Details	
a.	Name of the Project	
b.	Start Date	
c.	End Date	
d.	Current Status (In Progress / Completed)	
IV.	Size of Project	
a.	Value of Work Order (In Lakh) (only single work order)	
b.	Total Cost of the Services provided (by the bidder)	
Narrative Nature of Project:		
Description of actual services provided with in assignment:		

ANNEXURE 6. **Self-declaration**

(To be submitted on the letterhead of the bidder)

To

**The Managing Director,
National Informatics Centre Services Incorporated (NICSI)
Hall No. 2-3, 6th Floor, NBCC Tower,
Bhikaji Cama Place, New Delhi-110066**

In response to the Tender No. _____ dated _____ for
“Empanelment of vendors for Open Source Software Support Services”, as an Owner/ 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 not have 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:

ANNEXURE 7. Financial bid proforma template

7.1 Bidder billing information

Name of the Bidder:	<Mention value here>
----------------------------	----------------------

The rates quoted in all the detailed financial bids below should be exclusive of all taxes

7.2 Detailed financial bid for Man-Power Support for each Functional Area

The base man month rate for consultative support is INR X

1. The rates quoted below are long term consultative support rates
2. Short term rates are valid for 21 days and any engagement beyond that will be treated as a long term engagement
3. The short term consultative support rates will be calculated by dividing the monthly rate by 22 days and adding a 20 %premium on that rate
4. The vendor will quote only a base man month rate i.e. X
5. The multiplication factor in column 4 above will decide the rates for each resource

S.no. (1)	Resource Category (2)	Man Month Rate (3)	Multiplication Factor (4)	Total Value (5 = 3 * 4)
1	Technical Resource 1	X	4	
2	Technical Resource 2	X	3	
3	Technical Resource 3	X	2	
4	Project Manager	X	1	
5	Solution Architect	X	1	
Grand Total Value (GTV)				A

7.3 Detailed Financial Bid for Helpdesk Support for each functional area

7.3.1.1 Detailed Financial Bid for Core/Instance based Helpdesk Support

This is only applicable for the functional areas of 1.Relational Database and 2.Web Server/Application Server

S.no. (1)	Resource Category (2)	Unit Rate for one year (3)	Weightage (4)	Total Value (5 = 3 * 4)
1	Helpdesk Support (per core)		16	
2	Helpdesk Support (per instance)		1	
Grand Total Value (GTV)				B

7.3.1.2 Financial Bid for Query based Helpdesk Support

This is only applicable for the functional areas of 3.Programming Language ; 4.Operating System; 5.CMS; 6.Mobile Applications; 7.Big data, Analytics and Search Engine

S.no. (1)	Resource Category (2)	Unit Rate for one year (3)
1	Helpdesk Support	
Gross Total Value		C

Note – 1 unit means 20 queries per day on an average for the duration of the contract

7.4 Total Financial proposal value

S. No.	Description
	Gross Total Value (GTV) in figures: $GTV (T) = GTV (A) + GTV (B) \text{ or } GTV (C)$
	Quoted price (GTV) in words: ----- -----

Note

L1 will be selected based on the value comprised in table above mentioned as **Gross Total Value (GTV)-T**

ANNEXURE 8. Service network

The following information for service centers across India must be supplied by the bidder. NICS I would verify the information furnished here and if found incorrect the bid is liable to be rejected.

S. No.	State Name / UT	Address	Name of Person-in-charge	Email of Person-in-charge	Phone of Person-in-charge	Size of Manpower
1	Andaman & Nicobar (UT)					
2	Andhra Pradesh					
3	Bihar					
4	Chandigarh (UT)					
5	Chhattisgarh					
6	Dadra & Nagar Haveli (UT)					
7	Daman & Diu (UT)					
8	Delhi (UT)					
9	Goa					
10	Gujarat					
11	Haryana					
12	Himachal Pradesh					
13	Jammu & Kashmir					
14	Jharkhand					
15	Karnataka					
16	Kerala					
17	Lakshadweep (UT)					
18	Madhya Pradesh					
19	Maharashtra					

S. No.	State Name / UT	Address	Name of Person-in-charge	Email of Person-in-charge	Phone of Person-in-charge	Size of Manpower
20	Orissa					
21	Puducherry (UT)					
22	Punjab					
23	Rajasthan					
24	Sikkim					
25	Tamil Nadu					
26	Telangana					
27	Uttar Pradesh					
28	Uttarakhand					
29	West Bengal					
	NORTH EAST					
1	Arunachal Pradesh					
2	Assam					
3	Manipur					
4	Meghalaya					
5	Mizoram					
6	Nagaland					
7	Tripura					
Total						

Signature:

Name:

Date:

Place:

Seal:

ANNEXURE 9. Format for Performance Bank Guarantee

Ref: _____

Date

Bank Guarantee No. _____

To
Managing Director, NICSI
Hall No. 2&3, 6th Floor, NBCC Tower,
15, Bhikaji Cama Place, New Delhi – 110066.

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between the National Informatics Centre Services Inc. (hereinafter called "NICSI") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----- Bank Ltd., are holding in trust in favour of NICSI, the amount of _____ (write the sum here in words) to indemnify and keep indemnified NICSI against any loss or damage that may be caused to or suffered by NICSI by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of NICSI, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by NICSI shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to NICSI.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by NICSI before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from NICSI.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of NICSI.

4. We undertake to pay to NICSI any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank, further agree that NICSI shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time or from time to time any of the powers exercisable by NICSI against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by NICSI to the said Bidder or for any forbearance and or omission on the part of NICSI or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

ANNEXURE 10. **List of Enclosures**

S.No	Description	Compliance (Y/N)	Refer Page No. in the Bid
For Packet 1			
1	Information as per Section 2.3 : Earnest Money Deposit.		
For Packet 2			
2.	Information as per Annexure 1: Eligibility Criteria.		
3.	Authorization letter for submission of quotation by the authorized signatory (with signature duly attested by the Company's HR / Finance Head). Proof of Authorized Signatory in the form of Power of Attorney / Board Resolution.		
4.	Bidder's profile as per Annexure 4 : BIDDER'S PROFILE		
For Packet 3			
5.	Technical Bid as per the format provided in different schedules of Section 13 : TECHNICAL SPECIFICATIONS		
6.	Any other document which the vendor may feel necessary to support the product/bid.		
Total No. of Pages in the bid, all sequentially numbered			
For Envelope No. 3			
Financial Bid as per Annexure 7 : Financial Bid Proforma Template			
7.	Financial bid as per 7.4 Financial proposal value		
8.	Detailed Financial bid as per 7.2 and 7.3		