

न. 10(15)/2025-NICSI

नेशनल इन्फार्मेटिक्स सेंटर सर्विसेज इंक.
(निकसी)

(गवर्नमेंट ऑफ इंडिया एंटरप्राइज अंडर एनआईसी)

इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय

हॉल नंबर - 2 और 3, छठी मंजिल, एनबीसीसी टॉवर

15, भीकाईजी कामा प्लेस, नई दिल्ली:-110066

दूरभाष: 91-11-26105054 फैक्स: 91-11-26105212

ईमेल : tender-nicsi@nic.in

दिनांक: ~ 12.03.2026

सूचना संख्या: निकसी/टैक्स कम अकाउंट्स कंसल्टेंट्स/2025/21

एनआईसीएसआई खुली रिक्वेस्ट फॉर इम्पैनलमेंट (आर एफ ई) संख्या : निकसी/टैक्स कम अकाउंट्स कंसल्टेंट्स/2025/21 के 'टैक्स कम अकाउंट्स कंसल्टेंट' फर्म की सेवाएं लेने हेतु पैनाल में शामिल करने के अनुरोध के लिए ऑनलाइन बोलियां आमंत्रित करता है। आरएफई दस्तावेज <https://etenders.gov.in/eprocure/app> पर उपलब्ध है।

बोलियां दिनांक **01.04.2026**, 1500 बजे तक <https://etenders.gov.in/eprocure/app> अपलोड की जाएंगी और इसे दिनांक **02.04.2026** को 1530 बजे खोला जाएगा। देर से प्राप्त निविदाएं स्वीकार नहीं की जाएंगी।

- प्री-बिड बैठक दिनांक **19.03.2026** को प्रातः 11:30 बजे वीडियो कॉन्फ्रेंसिंग (VC) के माध्यम से एनआईसीएसआई मुख्यालय, नई दिल्ली में आयोजित की जाएगी।

संभावित बोलीदाताओं से अनुरोध है कि वे प्री-बिड बैठक में भाग लेने हेतु अपने प्रश्न और पुष्टि निर्धारित तिथि से दो दिन पूर्व ईमेल के माध्यम से प्रस्तुत करें, जिसके आधार पर प्रश्नों का समाधान किया जाएगा और वीडियो कॉन्फ्रेंसिंग (VC) लिंक साझा किया जाएगा।।

किसी भी जानकारी के लिए, अन्य संशोधन और/या शुद्धिपत्र के लिए कृपया <https://etenders.gov.in/eprocure/app> देखें

Sd/-

(अधिकृत हस्ताक्षरकर्ता)



No. 10(15)/2025-NICSI
NATIONAL INFORMATICS CENTRE SERVICES INC.
(NICSI)

(A Government of India Enterprise under NIC)
Ministry of Electronics & Information Technology
Hall No. – 2 & 3, 6th Floor, NBCC Tower
15, Bhikaiji Cama Place, New Delhi: - 110 066
Phone: 91-11-26105054 Fax: 91-11-26105212
Email: tender-nicsi@nic.in

Date: ~ 12.03.2026

NOTICE NO: NICSI/TAX CUM ACCOUNTS CONSULTANTS/2025/21

NICSI invites online bids against open Request for Empanelment (RFE) no. NICSI/TAX CUM ACCOUNTS CONSULTANTS/2025/21 for Request for Empanelment (RFE) for Hiring of Services of a 'Tax cum Accounts Consultant' firm. RFE Document is available on <https://etenders.gov.in/eprocure/app>

Bids shall be uploaded up to **01.04.2026** till **1500 Hrs.** on <https://etenders.gov.in/eprocure/app> and it will be opened at **on 02.04.2026 at 1530 Hrs.** Bids received late, will not be accepted.

- Pre-bid meeting will be held on **19.03.2026** at **1130 Hours** through video conferencing (VC) at NICSI, Hqrs. New Delhi.

Prospective bidders are requested to submit their queries and confirmation through email for participating in the pre-bid meeting two day before the scheduled date based on which query will be addressed and VC (Video Conferencing) link will be shared.

For any information, other modifications and/or corrigendum may kindly visit <https://etenders.gov.in/eprocure/app>.

Sd/-
(Authorised Signatory)

Signature Not Verified

Digitally signed by **VIKAS DIXIT**
Date: 2026.03.12 11:49:13 IST
Location: eProcurement System for Central PSUs

File No. 10(15)/2025-NICSI

National Informatics Centre Services Incorporated

(A Government of India Enterprise under NIC)
Ministry of Electronics & Information Technology (MeitY)
Government of India

Request for Empanelment for Hiring of Services of a 'Tax cum Accounts Consultant' firm

RFE NO. NICSI/TAX CUM ACCOUNTS CONSULTANTS/2025/21

1stFLOOR, NBCC TOWER,
15 BHIKAJI CAMA PLACE,
NEW DELHI - 110066.
TEL - 22900525,534,535 FAX - 26105212

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1. Factsheet

RFE No.	NICSI/TAX CUM ACCOUNTS CONSULTANTS/2025/21
Name of Organization	National Informatics Centre Services Inc. (NICSI)
Empanelment Type	Open
Empanelment Category	Services
Type of Contract	Empanelment
Service Category	Tax cum Accounts Consultant firm
Contract (Empanelment) Period	Two (2) years from the date of contract awarded and An additional One (1) year's extension option.
Vendor Panel Size	• Upto Three(3)
Bid Security Deposit/Earnest Money Deposit (EMD)	Bid Securing Declaration Form for MSE/StartUp and Rs. One Lakh for Others in the form of Bank Guarantee
Bid Validity	180 days from the last date of bid submission
Date of Publication	12.03.2026 at e-procurement portal site https://etenders.gov.in
Pre Bid queries submission last date:	17.03.2026 till 17:30 Hours <i>Note: Bidder who had sent their queries through e-mail (tender-nicsi@nic.in) will only be allowed to attend the pre-bid meeting.</i>
Pre-bid Meeting Date & Venue:	19.03.2026 at 11:30 Hrs. through Video Conference
Last date and time for Bid submission	01.04.2026 at 15:00 Hrs. Proposals that are received late WILL NOT be considered in this procurement process
Opening of Bids	02.04.2026 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: 1. Packet-1 Technical Bid (Bid Security Declaration from MSE/Start up and from others copy of bank guarantee for Rs.One Lakh only /Eligibility & Technical Bid) 2. Packet-2 Financial Bids (Annexure -4 FINANCIAL BID TEMPLATE)
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

2. 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 Electronics & 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 Ministry of Electronics and Information technology (MeitY).

Main Objectives:

- a) 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.
- b) 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.
- c) 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, and IT Implementation Support among others.

Client/User Department shall mean the department/organisation for which order(s) will be issued.

3. ABOUT THIS EMPANELMENT

3.1. SCOPE OF WORK

1. This Empanelment is for hiring a firm as **Tax cum Accounts Consultant** to advise User Department/NICSI on all day-to-day tax, accounts, audit, tenders etc. related matters. The selected firm will have to provide **one or more CAs** on full time basis as per User/NICSI requirement from time to time & as per the L1 rates, as approved for one CA professional (With 3 years or 5 years' experience as the case may be).

2. The selected firm will be empaneled initially for a period of 2 (two) years at the rates finalized through this empanelment. The empanelment can be extended for further period of one year, through mutual consent, based on the satisfactory performance of the firm.
3. Any software/tools used for computation should be provided by the vendor.
4. Tax cum Accounts Consultant would advise User Department/NICSI on:
 - a. Any labour/tax related issue to perform User Department/NICSI's services such as P.F/E.S.I/TDS/ Income Tax/ GST/Custom etc. and any other levies imposed by Govt. from time to time, which are mandatory for statutory compliance.
 - b. Any type of Tax which will be introduced by any government in future needs to be addressed well in time to deliver User Department/NICSI services uninterrupted.
 - c. Verification of tax calculation sheet & returns (GST, Income Tax, TDS on IT/GST), which is liable as per provisions in Tax rules monthly/ quarterly as applicable and its revision, if required.
 - d. Tax planning and its provision in advance as per User Department/NICSI business.
 - e. Study & analysis of various tenders/empanelment to be floated by User Department/NICSI and to advice on various aspects therein (including the compliance of EPF/ ESI related issues in execution of manpower services).
 - f. Assistance & Advisory to Accounts Division in recovering the receivable balances in books of accounts, including correspondence and monitoring.
 - g. Advice on Investment of surplus fund/existing invested fund in various FDs, in terms of matrix in the interest of better income from surplus funds.
 - h. Advisory on better internal control of accounts in the best interest of User Department/NICSI including review of operating expenditure vs. operating margin.
 - i. Handling of issues observed by auditors on tax & accounts related matters and preparation of reply in consultation with HOD (Accounts). Necessary action is to be initiated for the compliance of various audit reports, which will be considered as performance parameter of firm.
 - j. Monthly Review Report of various tax compliance by User Department/NICSI will also be treated as a parameter for performance of firm.
 - k. Any other matter (not covered above) relating to Tax, Accounts, Finance, Audit, etc. related to the activities of User Department/NICSI (including tenders, empanelment, stores, etc.) as may be assigned by User Department/NICSI.
5. The empaneled firm would give advice to User Department/NICSI on all the concerned matters on regular basis and submit a Quarterly Report towards the work done / advises given in that Quarter, along with their bill for that Quarter.
6. The work shall be undertaken at User Department/NICSI office premises only in New Delhi. No document or information in any form shall be taken out of User Department/NICSI premises for any reason, whatsoever.
7. The empaneled firm and/or User Department/NICSI can add or amend the scope of work given to meet the requirements as per the GOI/ICAI guidelines/rules on the subject and also to meet statutory requirements. The firm shall also advise User Department/NICSI from time to time on the procedural aspects in order to bring in efficiency in its work and audit, thereof.

3.2. BID SECURING DECLARATION - For MSE/StartUp and from others EMD of Rs.One Lakh only

Bidders(For MSE/StartUp) are required to submit "Bid Securing Declaration Form" as per the format mentioned in Annexure-5: FORMAT FOR BID SECURING DECLARATION FORM uploaded onto the CPP Portal as per bid submission section.

From others EMD of Rs. One Lakh only in the form of Bank Guarantee is applicable

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

In case the Bid Securing Declaration is not received along with the bid then NICS I reserves the right to summarily reject the proposal of the bidder without providing any opportunity for any further correspondence.

4. PRE-BID QUERIES

NICS I will hold a pre bid meeting with the prospective bidders at the designated **Pre-bid meeting date** as mentioned in **Section 1. FACT SHEET**.

Queries received from the prospective bidders up to the time given in **pre-bid queries submission last date** as mentioned in **Section 1. Fact sheet**, shall be addressed. The queries can be sent to NICS I through email at tender-nicsi@nic.in. **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.**

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

5. BID SUBMISSION

- a) Bidder submitting response against this empanelment has to submit the bid in accordance with the instructions given below.
- b) All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- c) NICS I 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.
- d) The Technical proposal should not contain any financial information.
- e) If any bidder does not qualify in technical evaluation, the financial proposal of that bidder shall not be considered for evaluation.
- f) Online bids (complete in all respect) must be uploaded on <https://etenders.gov.in/e procure/app> latest before pm on Bid submission end date as mentioned in IMPORTANT DATES.
- g) Bid Submission Procedure
 - i) The packets as mentioned below have to be uploaded online on the e-procurement portal <https://etenders.gov.in/e procure/app>.

The online bids must be submitted as under:

Packet 1 - Technical Bid	<p>The file should be saved in a PDF version and marked as “Technical Bid_<Bidder’s Name>.pdf” and should comprise of the following items:</p> <ul style="list-style-type: none">• Scanned copy of Bid Covering letter as per Annexure 1• Duly filled compliance sheet as given in Annexure 2: Technical Eligibility Criteria• Bidder’s Profile as per Annexure 3: Information Sheet• Scanned copy of Bid Securing Declaration Form duly signed & stamped as per the format mentioned in Annexure-5: Format for Bid Securing Declaration Form• Non-Blacklisting declaration as per Annexure 6: Declaration-Cum-Undertaking against Blacklisting/ Non-Blacklisting• Scanned copy of Original Power of Attorney letter in a Non-Judicial Stamp Paper of at-least Rs.100/- <p>OR</p> <ul style="list-style-type: none">- Board Resolution in Letter Head in original in case of Company registered under the Companies Act 1956/2013, as applicable <p>OR</p> <ul style="list-style-type: none">- Original Authorization in Letter Head in case of Partnership Firm <p>OR</p> <ul style="list-style-type: none">- Original Self Certificate in Letter Head in case of
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	<p>Proprietorship naming/indicating the person authorized to sign the bid.</p> <ul style="list-style-type: none"> • Supporting documents required on eligibility criteria. • The PDF file not containing the above documents or containing the financial bid in explicit/implicit form will lead to rejection of the bid. • It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in the packet. • 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. • All pages of the bid being submitted must be sequentially numbered
Packet 2 - Financial Bid	<p>The financial bid must be submitted as per BOQ in the form of .xls. It must contain the following information -</p> <ul style="list-style-type: none"> • Detailed financial bid format as mentioned in Annexure 4 FINANCIAL BID <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>

- h) The bids submitted should be valid for a period of 180 days from the date of opening
- i) NICS I will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the empanelment notice or submission of the bids beyond the Bid submission end date as mentioned in **Section 1. FACT SHEET.**
- j) The bids submitted by fax/E-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter.
- k) Conditional empanelment shall not be accepted under any circumstance and shall be rejected straightway. If any clarification is required, the same should be obtained on the Pre bid meeting date as mentioned in **Section 1. FACT SHEET.**
- l) No bids will be accepted after the Bid submission end date as mentioned in **Section 1. FACT SHEET.**
- m) The bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/legal department must be enclosed with the bid, certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- n) In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will NOT be treated as day for submission of physical bid document. There will be no change in the timings and submission date for online bids.

- o) 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.
- p) At any time prior to the Bid submission end date, NICS I, may, for any reason, whether at its own initiative or in response to a clarification sought for by a prospective bidder, modify the RFE Document by an amendment. The amendment will be notified and should be taken into consideration by the prospective agencies while preparing their bids.
- q) In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, NICS I may, at its discretion, extend the Bid submission end date as mentioned in **Section 1. FACT SHEET**.
- r) 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 as mentioned in **Section 1. FACT SHEET** and the expiry of the bid validity (180 days from the Bid Opening date as mentioned in **Section 1. FACT SHEET**. Withdrawal of a bid during this interval may result in execution of Bid Securing Declaration /forfeiture of Security Deposit.
- s) The bidders must bear all costs associated with the preparation and submission of their bids. NICS I will, in no case, be responsible or liable for those costs, regardless of the outcome of the empanelment process.
- t) No deviation in terms and conditions will be accepted.
- u) Bids not submitted as per the specified format and nomenclature may be rejected outright.
- v) Ambiguous/Incomplete/Illegible bids may be rejected outright.
- w) Submission of the Bid should be 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/any of 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 bidder's risk and may result in the rejection of the bid.
- x) NICS I, at any time during the course of evaluation of the bids, may seek written clarifications from the bidders, which may be in the form of product demonstration, presentation, undertaking, declaration, reports, datasheets, etc., if NICS I finds the information in the submitted bids insufficient/ambiguous/deviant of any such nature that hinders the evaluation committee from arriving at a clear decision. It will entirely be at NICS I'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 RFE.

NICSI Bank Details

(RTGS/NEFT) Facility for Receiving Payment

Details of Account Holder

1	Name of the Company	National Informatics Centre Services Inc.
2	Bank A/c No	100242623620
3	RTGS/NEFT Branch Code	INDB0001555
4	Name of Bank	INDUSIND BANK
5	Branch Name	AFRICA AVENUE SAFDARJUNG NEW DELHI
6	Account Type	Saving
7	MICR Code	110234116
8	Swift Code	INDBINBBNDH
9	Pan No. of Company	AAACN2185J
10	Tan No. of Company	DELN02788C
11	GSTIN No. of Company	07AAACN2185J1ZE
12	Mail Id of the NICSI	payment-nicsi@nicsi.nic.in
13	Mail id of the Bank	dear@indusind.com
14	Address of the Bank	PREMISES BEARING NO A 2 3 AFRICA AVENUE SAFDARJUNG NEW DELHI

6. BID OPENING

1. NICS I shall convene a bid opening session as given in the **Section 1. FACTSHEET**, where one representative from the agencies, who have successfully uploaded the bid, can participate.
2. NICS I will download the **Packet-I** from e-tender portal at first. Agencies' representatives can remain present during the bids download process.
3. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC).
4. Financial bids of only those bidders whose bids are found qualified by the Evaluation Committee as per Technical Eligibility Criteria will be opened in the presence of the bidder's representatives subsequently for further evaluation.
5. 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.
6. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

7. BID EVALUATION

7.1. TECHNICAL EVALUATION

Stage - 1: Pre-Qualification

- i. A duly constituted Technical Evaluation Committee (TEC) will first evaluate bidders on the basis of Annexure-2: Technical Eligibility criteria of this RFE.
- ii. The TEC will examine the eligibility documents of the bidders as per the RFE specifications. Bids of the bidders, not satisfying the eligibility criteria shall be rejected at this stage and no more technical evaluation will be carried for these bidders.

Stage - 2: Technical Qualification

- i. Only bidders who satisfy all the conditions of the eligibility criteria (Annexure 2) completely will be considered for further technical evaluation.
- ii. The TEC will further evaluate the documents of the eligible bidders as per the Annexure-13: Technical evaluation criteria.
- iii. The Technical Evaluation Committee (TEC) shall evaluate the technical bids strictly in accordance with the Technical Evaluation Criteria (Annexure 13) specified in the RFE document. Only those bidders who secure a minimum of 70 marks out of 100 shall be declared technically qualified. Bidders failing to meet these qualifying criteria shall be treated as technically non-responsive and shall not be considered for further evaluation.

The following must be complied with during the preparation of the technical bid. The Bidders must have furnished the 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 2 **Technical Eligibility Criteria**). Relevant portions in the documents should be highlighted. If a bid is not accompanied by all necessary documents, it will be summarily **rejected**.

- ii) Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, NICS I reserves the right to seek further proof in the form of document or seek clarifications on the already submitted documents.
- iii) All bid proposal documents must be submitted electronically in PDF format. Upon verification, evaluation/assessment, if 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 execution of Bid Securing Declaration of such bidders.
- iv) A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered.
- v) A duly constituted Technical Evaluation Committee (TEC) will assess bids on the basis of technical criteria submitted by the bidder as mentioned in the RFE document.
- vi) If the bidder doesn't fulfill the technical criteria as mentioned in technical requirements, then the bidder would be disqualified and no further evaluation of the bid will be considered.

7.2. FINANCIAL BID EVALUATION

- i. The financial bids of only those bidders will be opened who qualify the Eligibility Criteria (Annexure 2) and Technical Evaluation Criteria (Annexure 13).
- ii. On a designated day and time, the Financial Bids of only those Bidders satisfying all conditions of the eligibility criteria and have passed the Technical Evaluation Stage will be opened electronically in the presence of the representatives of the technically qualified bidding companies.
- iii. The lowest quoting vendor (L1) will be the bidder with the lowest Gross Total Value (GTV) among all the quoted GTV in the Financial Bids. In case of tie of GTV, the bidder with higher **turnover** will be declared **L1**.
- iv. The bidder with the Second Lowest GTV among the Abridged Financial Bids will be the L2 bidder and will then be asked to match the item-wise price of L1, in order to be placed on the panel (within a time-frame prescribed by NICS I). If L2 does not agree, L3, L4 & so on...will be asked to match the item-wise price of L-1. Thus, by way of **successive opportunity a panel of vendors will be formed**.
- v. If none of L2, L3, L4..... agree to match the L1 rates then L1 shall be the sole vendor on the panel. The decision of NICS I arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.
- vi. If NICS I considers necessary, revised Financial Bids could be called from the eligible Bidders, before opening the original financial bids for recommending final empanelment.

- vii. In the event of revised financial bids being called the revised bids should not be higher than the original bids, otherwise the bid shall be rejected. There will be no negotiation regarding the financial / commercial bid.
- viii. Quoting incredibly low or high value of items with a view to subverting the RFE process shall be rejected straight away and execution of Bid Securing Declaration/ forfeiting of EMD of such bidders.
- ix. If there is only one bid, NICSI reserves the right to process the single bid or take recourse to the process of reinviting-RFE.
- x. Arithmetical error will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price with quantity/weightage, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and Bid Securing Declaration will be executed/EMD will be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- xi. The rates quoted should be reasonable and as per industry standards for the prescribed experience. The bids in which the bidder quote NIL charges/considerations, such bid will be treated as unresponsive and will not be considered.
- xii. Deviation Percentage Clause: Bids of those bidders whose Financial Bid have a deviation beyond 30% (thirty Percent) on either side from the Average financial bid of all the technically qualified bidders would be liable for disqualification.
- xiii. The Financial Evaluation Committee (FEC) retains the right to enforce the deviation percentage clause mentioned above. Additionally, it reserves the authority to review and modify the deviation percentage, as specified in the Financial Bid Evaluation clause, considering prevailing market conditions, industry standards, and other relevant factors. The decision of FEC in this regard will be final and binding on all the parties.

The following must be complied with during the preparation of the financial bid:

- i. The final rates submitted by the bidders must be in Indian Currency only and all the payment shall be made by NICSI in Indian currency only
- ii. The bidder must avoid any error while quoting prices as per the format given in FINANCIAL BID TEMPLATE. If any discrepancy/arithmatic error is found in the bid, it will be rejected.
- iii. The evaluation of the financial bids shall proceed in the manner as described here:
- iv. The Financial Bids 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.

- v. In case the successful bidder has failed to quote for all the items his bid will be rejected and lead to execution of Bid Securing Declaration of such bidders.
- vi. 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 bid of such defaulting bidders will be rejected.
- vii. There will be no negotiations regarding the financial/ commercial offers.

8. EMPANELMENT

8.1 Signing of Contract

- i. Empanelment will initially be for a period of 02 (two) years, extendable for the next 01 (one) year, solely at the discretion of NICSI on the same terms and conditions or on additional mutually agreed conditions.
- ii. The empanelment letter will be issued for an initial period of 02 (two) years. After a periodic review, the empanelment may be renewed for 01 (one) year, subject to satisfactory performance.
- iii. During the tenure of empanelment, NICSI will conduct periodic reviews of the empaneled vendors and reserves the right to remove any vendor based on performance or non-compliance with the terms and conditions of the contract.
- iv. An 10% upward revision of rates will be implemented at the end of each year of empanelment. The finalized rates will remain applicable throughout the empanelment period, including any extensions. For delivery-based assignments requiring manpower deployment beyond the empanelment or extension period, the agency may apply this annual upward revision of rates, as applicable on the anniversary of empanelment, for the duration of the extended assignment.
- v. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be issued as per the SOP available at the link <https://nicsi.com/nicsiSOP>. The Bidder will provide services as per NICSI/User Department's requirements.
- vi. On written communication from NICSI for having qualified for empanelment the bidder shall sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer shall be treated as withdrawn and execution of Bid Securing Declaration// forfeiting of EMD.
- vii. 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 execute of Bid Securing Declaration/ EMD will be forfeited and stop further participation of such agency(ies) in NICSI tendering/RFE process as per the procurement guidelines of Department of Expenditure (DoE).

- viii. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICS I, should be passed on for compliance by the new company in the negotiation for their transfer.
- ix. . During the empanelment, NICS I may ask the agency to submit the supporting documents which may be required to ensure that the RFE terms and conditions are fulfilled.
- x. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- xi. NICS I 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 NICS I.
- xii. 1) Reasons for rejecting the bid will be disclosed to a bidder only where enquiries are made.
- xiii. The eligible vendors will be required to sign a contract (empanelment) built around the terms and conditions of this RFE document. The contract should be signed within a week. In case the vendor fails to sign the contract within one week, it will lead to execution of Bid Securing Declaration of such bidders and NICS I would be free to empanel the next firm/ scrap the RFE.
- xiv. The empanelment will be initially for a period of two year and can be extended for further a period of one year on yearly basis, through mutual consent, based on the satisfactory performance of the firm. The empanelled agency will have to renew/re-submit the security deposit for the extended period of empanelment plus 3 months.
- xv. Consortium against this RFE is not allowed.
- xvi. The empaneled vendor must honor all RFE conditions and adhere 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 Security Deposit.
- xvii. 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 NICS I, should be passed on for compliance by the new company upon their transfer.
- xviii. The selected Firm shall not outsource the work to any other associate/ franchisee/ third party under any circumstances. If so happens then NICS I shall impose sanctions which shall include termination of the empanelment for default and debarring for future RFE/RFP.
- xix. In case any selected bidder refuses to sign empanelment within seven days of communication from NICS I, the offer would be treated as withdrawn and will lead to execution of Bid Securing Declaration /forfeiture of Security Deposit.

- xx. In case an empaneled vendor is found in breach of any condition(s) of RFE at any stage during empanelment, legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited.
- xxi. NICS I may, at any time, terminate the empanelment by giving written notice of 30 days to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICS I.
- xxii. The Agency will perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and will observe sound management, technical and engineering practices. It will employ appropriate advanced technology, safe environment and safe and effective equipment, machinery, material and methods. The Agency will always act, in respect of any matter relating to this Contract, as faithful advisors to NICS I and will, at all times, support and safeguard NICS I's legitimate interests in any dealings with Third parties.
- xxiii. The selected agency or its employees will not disclose the details of NICS I financial framework, financial procedure, tax related matters, application software, to any outside person or allow its unauthorized use. The selected agency should not disclose the above to any of its existing or future clients.
- xxiv. NICS I reserves the right to inspect the performance of the agency prior to commencement or during the course of empanelment period. The inspection may cover all areas related to the assigned work, especially methodology, manpower, infrastructure etc. NICS I reserves the right to terminate the empanelment at any time without assigning any reason for the same.
- xxv. If the selected agency is not able to fulfill its obligations under the contract, which includes non-completion of the work, NICS I reserves the right to terminate the empanelment and select another agency to accomplish the work. Any costs, damage etc. resulting out of the same will have to be borne by the selected agency.
- xxvi. The end product of all the work assignments carried out by the agency, in any form, will be the sole property of NICS I.
- xxvii. NICS I may by written notice of one month issued to the Agency, terminate the empanelment and/or the Contract, in whole or in part at any time as per project requirement due to non-satisfactory performance of the agency.
- xxviii. In the event of any dispute or difference arising under these conditions or any special conditions of contract in connection with this contract, the same will be referred to the Chairman, NICS I for final decision and the same will be binding on all.
- xxix. The empanelled agency will have to enter into a written agreement/empanelment with NICS I for honoring all aspects of fair trade practices in executing the tasks requested by NICS I.

xxx. NICS I will process the RFE as per NICS I's standard procedures. NICS I would not be under obligation to give any clarification to those agencies whose bids have been rejected.

Providing Services or Deliverables:

- i. The firm shall deploy CA professionals, who are on their rolls having requisite qualifications and experience and who have unblemished character & antecedents.
- ii. The firm shall be responsible for any damage to equipments, property and third party liabilities caused by acts on part of their representative(s) at NICS I's premises.
- iii. Medical or any other allowances to the staff deployed by the firm will not be borne by NICS I.
- iv. NICS I will only pay the amount as finalized through this RFE. All expenses in carrying out the work at NICS I premises such as TA/DA, overtime, etc. will be borne by the firm.
- v. For the staff deployed, the firm shall keep with it, their present and permanent address, educational and technical qualification, etc. and furnish this details/information to NICS I, as and when called for.
- vi. In case, the performance of the incumbent is not satisfactory, NICS I would request the firm to change the incumbent and the firm would have to provide the alternate incumbent within 3 working days. In case, the performance of the new incumbent is also not found to be satisfactory, NICS I would have right to cancel the empanelment, after a total of 3 months of such unsatisfactory performance.

8.2. SECURITY DEPOSIT

- i. The selected bidder(s) will submit the interest free security deposit in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form for the duration of the empanelment plus 3 months or extended period if any (with 3 months add on period), in favor of NICS I, New Delhi.
- ii. The Security Deposit of amount **Rs.1,00,000/- (Rupees One Lakh Only)** has to be submitted by the empanelled agency.
- iii. Empanelled agencies shall be required to submit Security Deposit within 14 days of issuance of Empanelment letters by NICS I.
- iv. The Security Deposit should remain valid for a period of 3 months beyond the date of completion of all contractual obligations of the supplier i.e. (Empanelment/Extension duration).
- v. In the event wherein the Empanelment is extended by NICS I beyond 3(three) years, the selected agency shall ensure submission of a fresh Security Deposit within 14 days of issuance of letter for extension of Empanelment by NICS I or may extend the validity of Security Deposit submitted at the time of original empanelment.
- vi. The Validity of this Security Deposit shall also be for an additional period of 60 (Sixty) days beyond the period of extension of Empanelment.

- vii. The Bank Guarantee will be released without any accrued interest after the empanelment or execution of all pending WOs whichever is later.
- viii. NICS I 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 perform any other obligation under the contract, fails to execute the work orders issued by NICS I.
- ix. Apart from this NICS I also reserves the right to cancel the empanelment of the selected agency in case of repeated default.

8.3 Performance Bank Guarantee (PBG)

- i. The selected Service Provider shall be required to furnish a **Performance Bank Guarantee (PBG)** equivalent to **04% (Four Percent)** of the Work Order/Purchase Order value within 28 days of issuance of PO by NICS I
- ii. PBG will be in the form of an unconditional and irrevocable Bank Guarantee or eBank Guarantee, from a scheduled Commercial bank in the name of National Informatics Centre Services Inc. (NICS I), New Delhi.
- iii. PBG should remain a period of 60 (Sixty days) beyond the date of completion of all contractual obligations of the agency for that project.
- iv. The requirement to furnish a Performance Bank Guarantee (PBG) is waived for work orders where the final delivery date falls within one month from the date of the work order. Any liabilities arising from such work orders will be recovered from the security deposit.
- v. PBG must be submitted after award of contract but before signing of contract.
- vi. The successful service provider must renew the PBG on same terms and conditions for the period up to contract including extension period, if any.
- vii. PBG would be returned (without any accrued interest) only after successful completion of tasks/deliverables assigned to them as per PO/WO and only after adjusting/recovering any dues recoverable/payable from/by the Service Provider on any account under the contract.
- viii. NICS I will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if selected agency defaults or deemed to have defaulted or in case of non-acceptance of purchase orders and thereafter the empanelment will be cancelled.
- ix. 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 of delay with a maximum penalty capping of the PBG value. No payment against the PO will be made till the PBG is submitted. *This condition shall not be applicable in cases where exemption from submission of PBG has been provided as per clause mentioned above.*
- x. In the event wherein a PO/WO is released by the Purchaser for project renewal, or a fresh PO/WO is released, the bidder shall ensure extension/submission of PBG with 28 days of issuance of the PO/WO.

8.4 Direct Utilization Clause:

- i. If any empaneled vendor intends to engage directly with any Government Department(s), Ministry(ies), Public Sector Undertaking(s) (PSUs), Public Sector Bank(s) (PSBs), or other Government entity(ies) (hereinafter referred to as "User Department") under this empanelment for execution of projects or issuance of work orders/purchase orders, the vendor must obtain explicit prior written approval from NICS I. Upon granting such approval, NICS I shall levy a usage fee equivalent to five percent (5%) of the total value of the order(s) placed by the User Department to the empaneled vendor under this empanelment (rate contract). The empaneled vendor shall also

submit quarterly reports to NICS I detailing all work orders or sanction letters received directly from the User Department.

- ii. Any empaneled vendor engaging directly with a User Department under this empanelment without obtaining prior written approval from NICS I shall be liable for penal action, including but not limited to debarment from future empanelments for a period determined by NICS I. Such unauthorized engagement may also result in invocation of the exit clause, forfeiture of Security Deposit and/or Performance Bank Guarantee (PBG), and immediate termination of the empanelment agreement.

8.5 Information Security

- i. 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 NICS I, out of premises without prior written permission from NICS I.
- ii. Service Provider acknowledges that NIC's business data and other NICS I proprietary information or materials, whether developed by NICS I or being used by NICS I pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to NICS I; 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.
- iii. Service Provider recognizes that the goodwill of NICS I depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage NICS I 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.
- iv. Service Provider shall, upon termination of this agreement for any reason, or upon demand by NICS I, whichever is earliest, return all information provided to Service Provider by NICS I, including any copies or reproductions, both hardcopy and electronic.
- v. 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 I/user. Information disclosure to anyone shall be only with prior written consent of NIC/NICS I/User.
- vi. NDA needs to be signed.

8.6 PLACEMENTS OF WORKORDERS

- i. Only NICS/NI is authorized to place Work Orders under this empanelment. User departments or ministries that wish to deploy manpower using this empanelment must coordinate directly with NICS to initiate the process.
- ii. NI/NICS may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its clients. Work Order may be awarded from any one or more of the categories as mentioned in the RFE. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled Agencies; more than one depending on the project requirement. In the document, the work order can be read as work order/Purchase order.
- iii. This RFE is for empanelment of multiple agencies. NICS/User will follow the NICS SOP (available on its website) for selection and award of projects (purchase orders)/work to any empaneled vendor.
- iv. On receipt of request from a User department, NICS 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, NICS 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. Manpower requirements will be forwarded to NICS by user department for issuance of Proforma Invoice (PI).
- vii. Once the requisite funds are transferred to NICS against issued PI, Work Order will be placed on selected agency as per terms and conditions of empanelment and scope of work.
- viii. In addition to NDA signed along with empanelment, for every Work Order issued by NICS to the selected Empanelled vendor, the vendor needs to sign a mutually agreed Non-Disclosure Agreement (NDA) with the User Department. 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 NICS/ NI for record keeping / reference purpose.
- ix. NICS/NI may issue a Work Order (WO) to empaneled vendors up until the last day of the empanelment period, with the duration of the WO extending up to a maximum of one year beyond the empanelment end date. On the same rate and terms and condition. However, no new Work Orders will be issued after the empanelment period has concluded.

9. PAYMENT TERMS

- i. Empaneled vendors should furnish details of the billing location from where they are going to raise their Bills/Invoices to NICS, New Delhi. Any change in the billing address should be pre-approved by NICS and supporting documentation as required by NICS must be submitted on demand.
- ii. Empaneled vendors must raise their Bills/Invoices in the name of NICS, New Delhi.

- iii. The payment to the agency will be made subject to terms and conditions mentioned on empanelment letter by NICS I.
- iv. Payment will only be made in Indian Rupees. Payment will be made only after successful & satisfactory completion of the assigned work as determined by the NICS I.
- v. The Payment to the firm towards consultancy services will be made quarterly after submission of the pre-receipted bills in triplicate, along with the MPR, details of works done and acceptance of the same in NICS I for that quarter. The payment towards handling and settlement of tax matters would be made after settlement of the matter by the concerned authority and receipt of the order of decision, along with the bill, whenever service required other than scope of work mentioned above.
- vi. Payment will be made by NICS I within 30 days of submission of bills along with the complete documents.
- vii. Payments shall be subject to deductions of any amount for which the empanelled agency is liable under the empanelment. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and any other taxes.
- viii. All payments will be made through RTGS only.
- ix. The payment to the agency will be made on monthly basis depending upon the actual duration of the support services rendered at NICS I/User Office after availing service.
- x. All aspects of service delivery shall be the exclusive responsibility of the vendor.
- xi. Proof of Satisfactory Delivery of services duly signed by the NIC/ NICS I Project Coordinator/User Department, should be submitted along with bills.
- xii. The agency will submit pre-receipted bills in triplicate (having details of concerned work order number, Date and Project-Number of NICS I) 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.
- xiii. NICS I shall release payment to the vendor only after successful completion of the service for the respective event and formal acceptance by the client. The vendor must submit the invoice along with a duly signed Monthly Progress Report (MPR) from the client, certifying that the work has been completed satisfactorily.
- xiv. TA/DA shall be payable directly by the client on production of travel documents in original and prior approval of competent authority for undertaking such tour in project interest. TA/DA component reimbursement shall be limited to entitlement of Govt. of India Group B Officers. However, no TA/DA is admissible for the deployment of agency resources on projects anywhere in India.
- xv. Payments shall be subject to deductions of any amount for which the vendor 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
- xvi. In case the submission of bills to NICS I, 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.
- xvii. All payments will be made through RTGS only.
- xviii. GST / Applicable Taxes would be paid as may be applicable from time to time.

- xix. 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, thereof to NICS I with Vendor Invoices for the processing of the bills.

10. GENERAL TERMS & CONDITIONS

10.2. CONDITIONS

- i. The empanelment under this RFE is not further assignable by the empanelled vendor. The empanelled vendor must not assign its contractual authority to any other third party.
- ii. Any default or breach in discharging material obligations under this RFE by the empanelled vendor while rendering services to NICS I, shall invite all or any actions/sanctions, as the case may be, including execution of Bid Securing Declaration /forfeiture of Security Deposit. The decision of NICS I arrived at as above will be final and no representation of any kind will be entertained on the above.
- iii. NICS I reserves the right to modify and amend any of the stipulated condition/criterion given in this RFE 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 RFE 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.
- iv. Any material default by the bidder in respect of RFE terms & conditions will lead to rejection of the bid & execution of Bid Securing Declaration /forfeiture of Security Deposit.
- v. 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.
- vi. In case of any attempt by bidder to bring pressure towards NICS I's decision making process, such bidders shall be disqualified for participation in the present RFE and the agency may be liable to be debarred from bidding for NICS I tenders/RFE in future for a period of three Years.
- vii. Printed/written conditions mentioned in the bids submitted by bidders will not be binding on NICS I.
- viii. Upon verification, evaluation/assessment, if 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.
- ix. NICS I will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this RFE.
- x. The bids of firm currently engaged in providing any internal audit work/accounting services to NICS I will not be accepted.

10.3. PENALTY

1. The firm shall ensure that the entrusted work is completed timely. In case of delay in the satisfactory completion of work, **penalty @0.2% (zero point two percent) per day** of the quarterly amount payable shall be applicable for a maximum of 30 days. Beyond 30 days, NICS I reserves the right to cancel the empanelment, forfeit the EMD/Security Deposit and get the work completed from alternate sources at the risk and cost of the defaulting firm.

2. The selected firm may also be required to provide CA's with 3 or 5 years post-qualification experience on monthly basis for /NICSI's official requirements from time to time, with 15 days of issue of work order, Failing which the firm will be liable for **penalty @5% per week subject to maximum of two weeks**, which would be deducted from the regular professional services.
3. The firm must provide for substitute if deployed CA goes on leave beyond 2 working days, failing which would attract penalty @ 0.2% per day of monthly charges.
4. Any loss suffered by NICSI incurred due to the error/negligence by vendor will be borne by the vendor.

10.4. LIMITATION OF LIABILITY

1. Limitation of liability shall be in accordance with the applicable law in force without prejudice to the rights enunciated in the RFE document.

10.5. INDEMNITY

The empanelled vendor must indemnify NICSI 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 stands indemnified from any claims that the hired manpower/empanelled vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the empanelment. NICSI also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ empanelled vendor's manpower while discharging their duty towards fulfillment of the empanelment.

10.6. 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, 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 NICSI 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, NICSI may at its option, terminate the empanelment.

10.7. TERMINATION FOR DEFAULT

Default is said to have occurred

- a. If the empanelled vendor fails to deliver any or all of the services within the time period(s) specified in the empanelment letter or during any extension thereof granted by NICSI.
- b. If the empanelled vendor fails to perform any other material obligation(s) under the contract. If the empanelled 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 RFE/tender will be cancelled and 8.5% of the empanelment 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 services for which alternative option is sorted to. In case of any Termination, NICSI shall be liable to pay the vendor for all the services accepted till the effective date of termination.

10.8. ARBITRATION

- i. 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.
- ii. If any dispute could not be settled between the parties amicably, then such dispute shall be referred to arbitration.
- iii. The authority to appoint arbitrator(s) shall be the India International Arbitration Centre (IIAC). The India International Arbitration Centre shall provide administrative services.
- iv. 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.
- v. The arbitration proceedings will be held at India International Arbitration Centre (IIAC), New Delhi, India.
- vi. The fee of the Arbitrator(s) and the administrative charges of IIAC shall be borne equally by the Parties.

In addition, NICSI reserves its rights 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.

10.9. APPLICABLE LAW

- i) The empanelled vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing/proceedings.
- ii) All disputes in this connection shall be settled in Delhi jurisdiction only.
- iii) All procedure for the purchase of stores/services laid down in GFR shall be adhered-to strictly by the NICSI and Bidders are bound to respect the same.
- iv) The bidder must maintain absolute confidentiality on the information with respect to NICSI and related details, which the bidder becomes aware of during interaction with NICSI-personnel and from the solutions supplied by them and made operational under NICNET domain. The bidder must **sign a Non-Disclosure Agreement (NDA)** with NICSI.

10.10. SECURITY

The firm will ensure that no information or data about the policies of NICS I is taken out in any form, including electronic form or otherwise. The Firm also undertakes that any information data gained by the staff of the firm is not provided to any third party or misused. In case there is such an instance, NICS I will take action against the firm as deemed fit.

10.11. SPECIAL TERMS & CONDITIONS

- b) NICS I 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 NICS I at any stage.
- c) The copyright in all drawings, documents and other materials containing data and information used or generated during the project execution shall remain vested with NICS I.
- d) The empaneled vendor shall not use such documents, data and other information received from NICS I for any purpose other than the work and services as required for the performance of the Contract.
- e) The Vendor must not use this empanelment anywhere on its own, without taking prior permission from NICS I. Any purchase order placed with reference to this empanelment has to be executed through NICS I only.

11 TERMINATION OF CONTRACT

11.1.1 Termination by NICS I

NICS I 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 NICS I/NIC/User Department finds the illegal use of connections, hardware and software tools that are dedicated to NICS I 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.

NICS I 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:

11.1.2 Termination for Insolvency, Dissolution etc.

NICS I 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 NICS I.

11.1.3 Termination for Default

NICS I 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 NICS, or
- b) If the empanelled agency fails to perform any other obligation under the contract.

11.1.4 TERMINATION FOR CONVENIENCE

NICS 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 NICS'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. NICS reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

11.1.5 CONDITIONS FOR TERMINATION

- a) Upon occurrence of an event of default as set out in above clauses, NICS 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 NICS may terminate the agreement.

11.1.6 NO CLAIM CERTIFICATE

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

11.1.7 SUSPENSION

NICS 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.

11.1.8 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/NICS/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/NICS/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).

- b. Handover all developed codes, related documentation and other Configurable Items, if any in his possession.
- c. Handover the list of all IT Assets, passwords at all locations.
- d. 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.

12 Compliance with Digital Personal Data Protection (DPDP) Act, 2023

The bidder shall comply with the provisions of the Digital Personal Data Protection Act, 2023 (DPDP Act) and rules/guidelines issued thereunder, as amended from time to time, while collecting, processing, storing, transmitting, or handling any personal data under this contract.

The bidder shall ensure:

- Protection of personal data against unauthorized access, disclosure, alteration, or misuse;
- Use of personal data strictly for the purposes of this contract;
- Implementation of appropriate technical and organizational security measures; and
- Immediate reporting of any personal data breach to the Buyer.

Any non-compliance with the DPDP Act may lead to termination of contract, penalties, and other actions as per applicable laws and RFE conditions.

And shall also ensure compliance with all operational, security, and reporting obligations prescribed by DoT.

13. LABOUR LAWS

- a) The bidder shall provide an Undertaking on Non-Judicial Stamp Paper of Rupees 100, confirming full compliance with the New Labour Codes and all applicable labour laws of India, including any amendments, changes, or new statutory requirements introduced before or during the period of empanelment.
- b) 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.
- 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 also ensure compliance to the following labour legislations as applicable:
 - 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*

- e) 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.
- f) Under the Maternity Benefit Act, the Principal Employer shall be responsible for providing applicable maternity benefits to deployed personnel engaged under the Manpower/seats Mode. However, in Project Mode, the vendor shall be solely responsible for providing all benefits as mandated under the Act and applicable labour laws.
- g) The resources deployed under this empanelment 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.
- k) The agency or its workmen shall not at any point of time have any claim whatsoever against NICSI/NIC/User Department. The Agency should submit undertaking received from the respective deployed manpower in NICSI/NIC/User Department regarding the same.
- 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).
- n) Contract Labour Compliance
 - i. The user department shall be considered the Principal Employer for its respective establishment(s).
 - ii. A Principal Employer is an organization or entity that engages contractors to carry out work on its behalf. Accordingly, for manpower deployed through this empanelment, the specific user department (e.g., Ministries, Departments, academic institutions, etc.) utilizing the resources shall act as the Principal Employer and must comply with the provisions of the Labour Codes as applicable.

13. 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 NICS I or its clients without the prior written consent of NICS I.
- 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.

14 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 NICS I without the prior written consent of NICS I.

15 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/NICS I, 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/NICS I 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 b (iii) 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.

11. ANNEXURE

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

ANNEXURE

ANNEXURE 1. COVERING LETTER

(To be submitted on the letterhead of the bidder)

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 RFE No. <<>>**

Dear Sir,

This is to notify that our company is submitting bid in response to **RFE No NICSI/... for Empanelment of agency for <Project Name >**. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
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.

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

We have enclosed the earnest money deposit as per the RFE Conditions and we understand that it is liable to be forfeited in accordance with the provisions of RFE documents.

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 2. TECHNICAL ELIGIBILITY CRITERIA

This states the eligibility criteria essential for qualifying as a prospective bidder for this RFE.

S.No.	Criteria	Documents to be submitted as qualifying documents (100% Compliance)	Eligible (Yes/No)	Reference of enclosed proof along with page number where document occurs in the bid
1.	The Bidder should be a CA firm having a professional standing of more than 15 years and having rich experience in taxation practice.	CA certificate certifying the same		
2.	The bidder should have an average turnover Rs. 1 Crore per year in last three (3) FY-2022-23, 2023-24, 2024-25.	a) A certificate from the chartered accountant, about the turnover, in each of the aforesaid years must be attached. b) Audited balance sheet of respective financial year to be enclosed		
3.	Tax Consultancy Services are mainly to be provided at Delhi. However, in case required, the firm should be capable to handle the cases in entire country in taxation matters. Therefore, Delhi or nearby NCR areas based firms (i.e. Gurgaon/Faridabad/Bahadurgarh/Ghaziabad/NOIDA & Greater Noida) will be considered, so that the service is available on immediate basis.	Self-Certificate confirming the location where the firm is based out of.		
4.	All partners in the firm should be Chartered Accountants.	Self-declaration on letter head		
5.	The bidder must have a registration number for GST and a valid PAN	Bidder must provide a copy of the following in the name of the bidding company: a. PAN card		

		b. GSTIN		
6.	The firm should have a valid registration with ICAI and C&AG Office.	Self-certified copies to be enclosed		
7.	The firm must have at least 3 years of rich and profound experience of handling similar type of assignments and should have satisfactorily handled the tax matters of at-least one Government PSU/Autonomous Body, with turnover of Rs. 100 crore or above, in the past 10 years	Copies of agreements signed with such PSU/Autonomous Body may be submitted as supporting documents.		
8.	The firm must have a minimum strength of 5 CAs, as per ICAI's Certificate on their rolls in each of the past last three (3) financial years i.e, FY, 2022-23, 2023-24, 2024-25.	Self-declaration on letter head		
9.	An undertaking (self-certified) that the firm hasn't been blacklisted by any of its client / any Government Department or Organization/ ICAI/ C&AG of India and there has been no litigation with any of its clients in the past three years to be provided on firm's letter-head.	Self-declaration on letter head as per Annexure 6: Declaration-Cum-Undertaking against Blacklisting/ Non-Blacklisting		

Attested copies of Certificates of Registration, etc. proving the eligibility as above, as applicable, may also be provided.

In order to consider the bids for evaluation, the Documentary evidence for compliance to each of the above-mentioned eligibility criteria must be enclosed by the firms along with the bid, on firm's letter-heads, duly self-certified.

Bidders must ensure that all required documents have been uploaded/submitted along with the bid to justify his/her eligibility. Bidders may be asked to show all required documents from the bid to justify his/her eligibility on day of opening the bid itself. 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

ANNEXURE 3. INFORMATION SHEET (Technical Details)

Particulars of firm for hiring of services of full time CAs with 3 year's Post Qualification experience as Tax cum Accounts Consultants.

- a) Name of the Firm:
- b) Incorporated on _____ at (place) _____
- c) Status of Firm _____
(Sole Proprietor/ Partnership/ Private Limited/ Limited Firm)
- d) 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.
- e) Firms Profile:
 - a. Corporate Office Address:
 - b. Registered Office Address:
 - c. Correspondence Address:
 - d. Name of the top executive:
 - e. Designation:
 - f. Telephone Numbers:
 - g. Fax No.:
 - h. Mobile No.:
 - i. Email Id:
- f) Registration with statutory bodies:
 - a. GST No.:
 - b. PAN No.:
 - c. ICAI Registration No.:
 - d. C&AG Registration No.:
- g) Qualified CA's with the firm (Total Number):

Number of Partners out of above	
Number of Fellow CAs out of Above	
Number of ACAs out of above	

Details towards above to be provided in the table below:

S.No.	Name of Professional	Qualification	Working with firm since (DD/MM/YYYY)	Fellow CA or Associate CA	Partner or not	On Payroll or not
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

- h) List of clients where the firm has carried out Tax cum Accounts Consultancy work in respect of Government PSU / Autonomous Body having turnover of Rs.100 crores or more (other than Statutory Auditor Internal Audit etc.) in the past 10 years:

Sr. No.	Name of Organization	Govt. PSU or Autonomous Body	Type of work carried out towards Tax cum Accounts Consultancy	Years for which Accounts cum Consultancy work was carried out	Annual Turnover of the Organization
1					
2					
3					
4					
5					
6					

- i) List of Organization where the job of Tax cum Accounts Consultancy is currently in hand in F.Y.2024-25.

- i.
ii.
iii.

- j) Turnover Details:

FY	Turnover Amount (Rs)
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	
Total	

Any other information Firm would like to furnish:

Signature:

Name:

Date:

Place:

Seal

(Note: Self Attested copies of all the relevant documents to be attached with the bid document towards the above.)

ANNEXURE 4. FINANCIAL BID

Name of the Bidder: <Mention Name here>

FINANCIAL BID TEMPLATE

The bidder has to quote the monthly rates (without GST) against each of the manpower resources as per the scope and requirement defined in the RFE document.

Particulars		Charges Per Person/Month (in INR)
CA with 3 years post-qualification experience (Category1)	1	
CA with 5 years post-qualification experience (Category2)	2	
Total monthly charges (INR) GTV	3 = 1+2	

(The applicable taxes shall be extra. For appearing outside station in any matter, the Representatives of the firm would be allowed travel & other facilities as per entitlement to Dy. Manager in NICSI).

- a) One qualified CA professional must be available with User Department/NICSI on full-time regular basis for (i) Accounts cum Tax related matters and (ii) RFE floating/empanelment of firms/issue of PI's/Work Orders, etc. User Department/NICSI may however, hire the services of more such experienced CAs or fresher CAs at the above rates from time to time as per its requirements.
- b) The Consultancy Service has to be carried out for whole of the year or as per the requirement at NICSI/User Department premises and NICSI/User Department reserves the right to seek advice on Tax, Accounts, Audit and Tender etc. related issues as many times as it deems fit.
- c) L1 firm will be the firm who quotes lowest rates in Col. 3 of the said statement and will be empanelled as per the provisions mentioned in this RFE document. In case L1 refuses to sign the empanelment with NICSI, NICSI would be free to execute Bid Securing Declaration /forfeit Security Deposit and would be free to empanel the next firm or to scrap the RFE.
- d) Other technically qualified bidders shall be asked, in the order of their ranking from lowest to highest based on their GTV (i.e., L2, L3, L4, and so on), to match the L1 rates. Such bidders who agree to match the L1 rates shall be considered for empanelment until the required panel size is achieved. In the event that any bidder (e.g., L2) declines to match the L1 rates, NICSI shall invite the next eligible bidder in sequence (i.e., L3, L4, and so on) to match the L1 rates, and this process shall continue until the panel size is completed. Bidders who do not agree to match the L1 rates shall not be considered for empanelment.
- e) In case more than one bidder quotes same value of GTV then bidder having maximum average turnover as provided in annexure 2 will be reckoned as L1.
- f) NICSI reserves the right to engage at any time any other firm as Consultant for advice or specific tasks, as and when required, in addition to the empanelled firm. NICSI is not bound to give justification for choosing any other firm, as per requirement.
- g) The bidder agrees to all the terms & conditions of the RFE.

Note:

1. All fields in the financial bid format are MANDATORY.

**ANNEXURE 5. FORMAT FOR BID SECURING
DECLARATION FORM**

16. < To be submitted in Company's Letter Head >

Date: _____

RFE No. _____

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

I/We. The undersigned, declare that:

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

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

- a. have withdrawn/modified/amended, impairs or derogates from the RFE, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or reuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

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

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:*(insert signature of person whose name and capacity are shown)*
in the capacity of *(insert legal capacity of person signing the Bid Securing Declaration)*

Name:*(insert complete name of person signing he Bid Securing Declaration)*
Duly authorized to sign the bid for an on behalf of: *(insert complete name of Bidder)*

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

Corporate Seal (where appropriate)

**ANNEXURE 6. DECLARATION-CUM-UNDERTAKING
AGAINST BLACKLISTING/ NON-BLACKLISTING**

(Self-Certification on Company's Letter Head)

I/ We, Proprietor/ Partner(s)/ Director(s)/ Authorised Signatory of M/S. _____ hereby declare that the firm/company namely M/s. _____, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by NICS I 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 bid/ contract will be rejected/cancelled by NICS I and execution of Bid Securing Declaration. In addition to the above NICS I will not be responsible to pay the bills for any completed/ partially completed work, if Empanelment/Tender was allotted.

OR

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

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

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company/ Firm:

Date:

Place:

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

ANNEXURE 7. ENCLOSURES CHECKLIST

S.No	Description	Compliance (Y/N)	Refer Page No. in the Bid
For Packet 1			
1	Information as per Section 3.2: Bid Securing Declaration from MSE/Start up and from others copy of Bank Guarantee for Rs.One Lakh only		
2	Covering letter as per Annexure 1		
3.	Information as per Annexure 2: Technical Eligibility Criteria.		
4.	Details as per Annexure 3 :Information Sheet		
5.	Details as per Annexure 6: Declaration-cum-Undertaking against Blacklisting/ Non-Blacklisting		
6.	Details as per Annexure 13 : Technical Evaluation Criteria		
7	Details as per Annexure 10		
8	Details as per Annexure 11		
9	Details as per Annexure 12		
For Packet 2			
Financial Bid as per Annexure 4 : Financial Bid			
1.	Financial bid as per Annexure 4		

ANNEXURE 8. : 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. Misdemeanours

The following shall be considered misdemeanours - 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 misdemeanours:
 - 3.1.1. violates the code of Integrity
 - 3.1.2. any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
- 3.2. commits any of the following misdemeanours:
 - 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 Misdemeanours

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

misdemeanour 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. Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
 - 4.1.2. calling off of any pre-contract negotiations, and;
 - 4.1.3. 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 misdemeanours 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 misdemeanours listed above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

ANNEXURE 9. : PERFORMA FOR NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

<To be submitted on the letterhead of the bidder>

WHEREAS, we the undersigned Service Provider, _____, having our principal place of business/ registered office at _____, are desirous of providing services under the terms and conditions as stipulated under RFE No. NICSI/ _____ dated <dd-mm-yyyy> "Empanelment of _____" (hereinafter called the said 'RFE') to NICSI, having its office at 1st FLOOR, NBCC TOWER, 15 BHIKAJI CAMA PLACE, NEW DELHI - 110066., hereinafter referred to as 'Purchaser' and,

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

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

It is hereby agreed as under:

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

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

3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Empanelment process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFE and thereafter only as expressly permitted herein.
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original.

- c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Empanelment process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents, and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.
- Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.
5. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall always remain the sole and exclusive property of the Purchaser. Upon completion of the Empanelment process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction, and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. If the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party any Confidential Information or the contents of this RFE without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

<p>For and on behalf of: (Service Provider)</p> <p>Authorised Signatory:</p>	<p>Office Seal:</p> <p>Place:</p>
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Name:	Date:
Designation:	

ANCSA

**ANNEXURE 10. : CERTIFICATE FOR ACCEPTANCE OF EMPANELMENT
TERMS AND CONDITIONS**

RFE No.:

Dated:

To,

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

Subject: Certificate of Acceptance for all Empanelment Terms and Conditions

Dear Sir/Madam,

This is to certify that I, **[Authorized Signatory's Name]**, holding the position of **[Designation, e.g., Director, Authorized Partner]**, and being duly authorized to sign and submit this bid on behalf of **M/s. [Bidder's Full Legal Name]**, having its registered office at **[Registered Office Address]**.

I have read, understood, and examined in detail the entire Request for Empanelment (RFE) document for "**[Insert Full Title of the RFE]**" including, but not limited to, all its annexures, schedules, terms, conditions, specifications, instructions, and any corrigendum / addendum issued.

I hereby **unconditionally accept and agree to abide by all the terms, conditions, stipulations, and obligations** set forth in the said RFE document and all published corrigendum, without any reservation or deviation.

I hereby **unconditionally accept and agree to abide by all the terms, conditions, stipulations, and obligations** set forth in the said RFE document, without any reservation or deviation.

We understand that our bid shall be construed as an offer and that any deviation or non-acceptance may lead to the rejection of our bid.

Thanking you,

For and on behalf of [Bidder's Full Legal Name]

Signature: _____

Name: **[Authorized Signatory's Name]**

Designation: **[Authorized Signatory's Designation]**

Company Seal / Stamp

ANNEXURE 11. : Self-Declaration for Compliance with department of expenditure om no. 6/18/2019-ppd dated 23rd july 2020

(To be submitted on Bidder's Letterhead, duly signed and stamped by Authorized Signatory)

Date: _____
RFE Reference No.: _____
Name of Work/RFE: _____

DECLARATION

I/We, M/s _____ (name and full address of the bidder), hereby solemnly affirm and declare as under:

1. That I/We have carefully read and understood the provisions of the Office Memorandum (OM) No. 6/18/2019-PPD dated 23rd July 2020, issued by the Department of Expenditure, Ministry of Finance, Government of India, regarding restrictions on public procurement from bidders of countries sharing a land border with India.
2. That I/We certify that I/We, our parent company, subsidiaries, affiliates, beneficial owners, or agents are **not from such restricted countries** as per the above OM, and are eligible to participate in this bid.
3. That in case my/our status changes with respect to the compliance requirements of the aforesaid OM during the validity of my/our bid or during the course of the contract, I/We shall immediately inform the Purchaser in writing.
4. That the information and documents furnished by me/us in support of this declaration are true and correct to the best of my/our knowledge and belief, and that I/We shall be liable for action under the applicable laws if found to have made any misrepresentation or wrong declaration in this regard.

Authorized
(Signature with name, designation, seal/stamp)
Place: _____
Date: _____

Signatory

ANNEXURE 12. UNDERTAKING FOR COMPLIANCE WITH NEW LABOUR CODES AND APPLICABLE LABOUR LAWS OF INDIA

(To be submitted on Non-Judicial Stamp Paper of Rupees 100)

(In reference to NICSI – “Request for Empanelment of Agencies for Deployment of Resources for Office Support, Project Management Support and Roll-Out”)

I/We, **[Name of the Authorized Signatory]**, **[Designation]**, representing **[Name of the Bidder / Company]**, having registered office at **[Full Address]**, do hereby solemnly affirm and undertake as under:

1. **That I/We have carefully read and understood the requirements of the NICSI Request for Empanelment (RFE)** for Deployment of Resources for Office Support, Project Management Support and Roll-Out, and hereby agree to comply with all terms and conditions of the RFE.
2. **That I/We are fully aware of and shall comply with all provisions of the New Labour Codes notified by the Government of India**, namely:
 - a. *The Code on Wages, 2019*
 - b. *The Industrial Relations Code, 2020*
 - c. *The Occupational Safety, Health and Working Conditions (OSHWC) Code, 2020*
 - d. *The Code on Social Security, 2020*
3. **That I/We shall comply with all rules, regulations, amendments, notifications, circulars, wage revisions, and guidelines** issued by the Central Government and State Governments under the above Codes or any other applicable labour laws.
4. **That I/We shall ensure timely payment of wages and statutory benefits** to all manpower deployed under the NICSI empanelment, in compliance with the New Labour Codes and all applicable labour regulations.
5. **That I/We shall maintain all statutory registers, records, and returns** as required under the applicable laws, and shall make them available to NICSI or any statutory authority whenever required.
6. **That I/We shall be solely responsible for ensuring full statutory compliance**, including timely payment of wages, EPF contributions, ESI contributions, leave benefits, gratuity, insurance, and any other statutory dues for personnel deployed through this empanelment.
7. **That I/We shall indemnify and keep NICSI indemnified** from any liability, penalty, claim, or proceeding arising due to non-compliance with any labour law or statutory provision on our part.
8. **That I/We understand that non-compliance with labour laws** may lead to rejection of empanelment, termination of work orders, forfeiture of security deposits, blacklisting, or any other action by NICSI.
9. **That I/We further undertake that if there is any change, amendment, substitution, repeal, or introduction of any labour law, rule, regulation, wage notification, or statutory requirement – whether before the empanelment or at any time during the empanelment/contract period – I/We shall fully and strictly comply with such updated or newly applicable laws, without any additional cost to NICSI.**

10. That this undertaking is executed voluntarily, with full understanding of the legal obligations under the New Labour Codes and the NICSI RFE requirements.

Date:

Place:

Signature of Authorized Signatory

Name:

Designation:

Mobile No.:

Email:

Company Seal

NICSI

ANNEXURE 13. Technical Evaluation Criteria

Note: Only those bidders who meet all eligibility conditions as mentioned in Annexure 2 prescribed in the RFE document shall be considered for technical evaluation.

S.No	Parameter	Evaluation Basis (Scoring Methodology)	Maximum Marks	Documentary Evidence Required	Marks Awarded
1	Firm Experience & Professional Standing	Marks shall be awarded based on completed years from date of registration with ICAI as on bid submission deadline: <ul style="list-style-type: none"> • 15-18 years – 10 marks • Above 18 up to 22 years – 15 marks • Above 22 years – 20 marks 	20	ICAI Registration Certificate indicating date of establishment	
2	Average Annual Turnover (Last 3 FY)	Average turnover of FY 2022-23, 2023-24, 2024-25: <ul style="list-style-type: none"> • ₹1-2 Crore – 5 marks • Above ₹2-5 Crore – 10 marks • Above ₹5 Crore – 15 marks 	15	Chartered Accountant Certificate + Audited Balance Sheets for relevant FY	
3	Strength of Chartered Accountants	Marks shall be awarded based on average number of full-time CAs on rolls during last 3 financial years: <ul style="list-style-type: none"> • 5-7 CAs – 5 marks • 8-10 CAs – 10 marks • More than 10 CAs – 15 marks 	15	ICAI Certificate indicating CA strength + self-declaration	
4	Relevant Experience in Similar Assignments	Minimum eligibility requirement: Firm must have at least 3 years of experience of handling similar assignments and must have satisfactorily handled tax matters of at least one Government Department/PSU/Autonomous Body having turnover \geq ₹100 Crore during last 10 years. Scoring (only for eligible bidders): <ul style="list-style-type: none"> • 1 assignment – 15 marks • 2 assignments – 25 marks • 3 or more assignments – 35 marks 	35	Work Orders/Agreements + Completion Certificates indicating client name, scope and turnover eligibility	

		Only completed or substantially completed assignments shall be considered.			
5(a)	Office in Delhi/NCR Region	Marks shall be awarded upon submission of valid documentary proof of functional office located in Delhi/NCR.	5	GST Certificate / Lease Deed / Rent Agreement / Utility Bill showing address	
5(b)	Capability to Handle Assignments Across India	Execution of similar assignments in different States/UTs during last 10 years: <ul style="list-style-type: none"> • Assignments in exactly 2 States/UTs – 3 marks • Assignments in ≥ 3 States/UTs – 5 marks <p>Assignments in same State shall be counted as one location only.</p>	5	Work Orders / Completion Certificates showing location of assignment	
5(c)	Dedicated Taxation Team for Proposed Assignment	Minimum requirement: At least 3 professionals, failing which zero marks shall be awarded. <ul style="list-style-type: none"> • Team of 3 professionals – 3 marks • Team of 4-5 professionals – 4 marks • Team of more than 5 professionals – 5 marks <p>Team must include at least: 1 CA (Team Lead) 1 Tax Specialist 1 Support Professional</p>	5	Team Deployment Plan + declaration confirming personnel on firm's rolls	
Total Marks			100		

Qualification Criteria

1. Maximum Marks: **100**
2. Minimum qualifying technical score: **70 marks**
3. Technical evaluation shall be carried out strictly on the basis of documentary evidence submitted by the bidder.
4. Claims without supporting documents shall not be considered for scoring.
5. The decision of the Technical Evaluation Committee shall be final and binding.

ANNEXURE 14. 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 Request for Empanelment for Hiring of Services of a 'Tax cum Accounts Consultant' firm (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 Empanelment.

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.*

AMCST