

File No. 10(11)/2024-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 the procurement of e-Passport Readers**



RFE NO. NICSI/e-Passport Readers/2025/10

**1st FLOOR, NBCC TOWER,
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NEW DELHI - 110066.
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DISCLAIMER

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

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

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

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

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

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

1. FACTSHEET

Particulars	Details
Empanelment No.	NICSI/e-Passport Readers/2025/10
Name of Organization	National Informatics Centre Services Inc. (NICSI)
Empanelment Type	Open
Empanelment Category	Goods
Type of Contract	Empanelment
Empanelment Size	One
Service Category	Empanelment for the procurement of e-Passport Readers
Contract (Empanelment) Period	Four (04) years and an additional one (01) year extension upon mutual consent.
Earnest Money Deposit (EMD)	Amount: Rs 1,00,00,000/-(Rupees One crore Only) Instrument: In the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, valid for a period of 06 months from the date of publication of the RFE document
Security Deposit for Empanelment	INR 2,00,00,000 (Rupees Two Crore Only)
Bid Validity	180 days from the date of bid Opening
Date of Publication	01-08-2025 at e-procurement portal site https://etenders.gov.in
Pre-Bid queries submission last date:	15-08-2025 at 14:30 Hrs <i>Note: Bidders who have sent their queries or requests to participate through email (tender-nicsi@nic.in) will only be allowed to attend the pre-bid meeting.</i>
Pre-bid Meeting Date & Venue:	18-08-2025 at 11:30 Hrs Through Video conference
Last date and time for Bid submission	28-08-2025 at 15:00 Hrs. Proposals that are received late WILL NOT be considered in this procurement process
Opening of Bids	29-08-2025 at 15:30 Hrs.
Opening of Financial Bids	Will be Informed Later after Technical Evaluation
Number of Packets	Two packets online bid submission as under: Packet-1 Technical Bid (EMD, Eligibility Criteria, etc.) Packet-2 Financial Bids (Detailed Financial Bid)
Re-Bid Submission allowed?	Yes (Before last date of bid submission)
Bid Withdrawal allowed?	Yes (Before last date of bid submission)
Address for Communication	Tender Division NICSI National Informatics Centre Services Inc. 1stFloor, 15 NBCC Tower, Bhikaji Cama Place, New Delhi-110066

2. INTRODUCTION

This document serves as a Request for Empanelment (RFE) for the empanelment of agencies for the procurement of e-Passport Readers to support efficient and secure processing of travel documents. The objective of this RFE is to identify and empanel experienced and capable vendors who can supply high-quality e-Passport Readers that meet the operational and technical requirements specified in this document.

The empanelled vendors will play a critical role in ensuring seamless functionality and integration of e-Passport Readers at various designated locations as required by the project. This empanelment process aims to establish a pool of reliable vendors with proven expertise in delivering solutions that align with the evolving needs of secure and efficient travel document processing.

Interested vendors are invited to submit their proposals in accordance with the guidelines outlined in this document. The detailed terms and conditions, along with the scope of work, can be accessed free of cost from the e-procurement website (<https://etenders.gov.in>). The empanelment will be based on the vendors' technical expertise, experience, and ability to meet the project requirements across different locations.

We encourage eligible vendors to participate in this empanelment process and look forward to collaborating with organizations committed to delivering excellence and innovation in support of these requirements.

3. ABOUT NICSI

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

Main Objectives:

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

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

4. DEFINITIONS

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

- **"GOI/GoI"** shall mean Government of India
- **"NICSI"** shall mean National Informatics Centre Services Incorporated, New Delhi.
The term NICSI includes successors and assigns of NICSI.
- **"Client"** shall mean the department/organisation for which the order is being placed.
- **"RFE"** shall mean Request for Empanelment, Empanelment Document or Bidding Document including the written clarifications issued by NICSI in respect of the RFE.
- **"Authorized Representative/Agency"** shall mean any person/agency authorized.
- **"Contract"** shall mean the Work Order placed by NICSI on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- **"Site"** shall mean the location(s) for which the work has been allotted and where the services are to be delivered.
- **"Specifications"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.
- **"Bidder"** means the agencies/OEMs offering the product(s), services and/or support required in the RFE. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Agency", on whom NICSI places Work Order for Delivery of services.
- **"Party"** shall mean NICSI or Bidder individually and "Parties" shall mean NICSI and Bidder collectively.
- **"Services"** means requirements defined in this document including all additional services associated thereto to be delivered by the Bidder.
- **"Offices"** means any establishment described as a Registered Office, Corporate Office or Branch offices by the agencies/OEMs(bidder).
- **"DFPR"** shall means Delegation of Financial Power Rules
- **"TEC"** shall mean Technical Evaluation Committee.
- **"FEC"** shall mean Financial Evaluation Committee.
- **"Vendor"**: The term "Vendor" refers to the OEMs that responds to the RFE by submitting a proposal. Vendors are the potential suppliers, service providers, or contractors who offer their products, services, or solutions in response to the requirements outlined in this RFE.
- **"Exchange Rate Fluctuation"**: shall mean the periodic changes in the value of one currency relative to INR as published on the RBI site, which may impact the financial aspects of this RFE.

5. SCOPE OF WORK

1. Objective: The objective of this procurement is to acquire e-Passport Readers capable of fast and accurate data acquisition, ID and passport verification, and quality control applications at Indian Immigration Check Posts. The readers must read, capture, verify, and store data from multiple ICAO Doc 9303 compliant Travel documents.

2. Functional Requirements: The e-Passport Readers (ePRMs) must:

- Read and capture data from multiple ICAO Doc 9303 compliant Travel documents including Passports, Visas, ID Cards, and Airline tickets under visible, UV, and near IR illumination.
- Integrate seamlessly with existing Immigration, eVisa, eFRRO, and other relevant applications.
- Support integration at over 100 air/sea/rail/land Immigration Check Posts (ICPs) and Foreigner Regional Registration Offices (FRROs) across India.
- Include customization of application software to meet specific operational requirements.

3. Scope of Supply and Services:

- Delivery, installation, and onsite integration of the ePRMs and associated software as per RFE specifications.
- Onsite warranty and support for a period of 5 years, covering all parts and labor.
- Provision for service and replacement of damaged parts beyond the warranty period, up to 2 years from installation.

4. Implementation Timeline:

- Detailed project timeline and milestones to be provided by the bidder, ensuring timely delivery and integration at designated ICPs and FRROs.

5. Technical Support and Training:

- Provide comprehensive onsite training for technical staff on the operation, maintenance, and troubleshooting of the ePRMs and associated software.

6. Compliance and Standards:

- Ensure compliance with all relevant international standards for travel document readers, including ICAO Doc 9303.

7. Documentation:

- Furnish detailed documentation including user manuals, technical specifications, and certifications for all supplied equipment and software.

8. Quality Assurance:

- Implement robust quality control measures to ensure the reliability, accuracy, and security of data captured and processed by the ePRMs.

9. Pricing Structure:

- Provide a transparent and competitive pricing structure for the supply, installation, integration, and support services, inclusive of all taxes and duties.

10. Evaluation Criteria:

- Bids will be evaluated based on technical compliance, experience, implementation approach, pricing, and support capabilities.

11. Contract Duration:

- The contract duration shall be for a minimum of 4 years, with provisions for extensions based on performance and mutual agreement.

6. ELIGIBILITY CRITERIA

The eligibility criteria given in this section must be met and to be submitted along with supporting documents towards eligibility compliance and checklist sheet as per **Annexure-4**. In the documents submitted in pursuance of eligibility criterion (as referred above), relevant portions shall be highlighted. Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required.

If the bid is not accompanied by all the requisite supporting documents, the same may be rejected. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. NICS I reserves the right to seek clarifications on the already submitted documents; however, no fresh documents shall be accepted.

Note:

- a) Wherever, the term PO (Purchase order) is mentioned in this RFE, it is to be read as PO/WO (Purchase Order/Work Order).
- b) To demonstrate an experience, multiple work orders which are the extension of the same project (in continuation) may be considered.
- c) All pages of bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.
- d) Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFE document without any pre-condition shall be short-listed for further bid evaluation. Copy of RFE document clearly signed and stamped by the Authorized Signatory of the bidder to be attached.
- e) Empanelled vendor are supposed to maintain all the above-mentioned eligibility criteria during the empanelment period. Failure may lead to termination of empanelment.

The bids consisting of documents in support of the above should be uploaded electronically and document properly page numbered and indexed.

The time limit, in which the Bidders have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.”

Decision of the NICS I will be final and binding on the bidders.

7. BIDDING PROCESS

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

7.1 Availability of RFE

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

7.2 Pre-Bid Meeting

- (i) NICSI shall hold a pre bid meeting with the prospective bidders as per the schedule provided in **Section- FACTSHEET**. Queries received from the bidders regarding bidding conditions, bidding process, item specifications, evaluation criteria, etc., in writing, or over email (**in an excel file**), **up till two days prior to the pre bid meeting**, shall be addressed. The queries can be sent to MEA through email at tender-nicsi@nic.in
- (ii) **Only those pre-bid queries which are received in the following prescribed format (.xls) shall be entertained:**

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

- (iii) NICSI is not bound to clarify any query received after the day as described above. NICSI will review every query and on due consideration will issue corrigendum (if require). However, NICSI does not undertake to answer each individual query (ies). Bidders shall not assume that their unanswered queries have been accepted by NICSI.
- (iv) The Pre-Bid meeting shall be organized through VC. All interested prospective

bidders (maximum two authorized representative) may participate in the pre-bid meeting.

- (v) To join the Pre-bid meeting, interested bidders are required to provide following details on email id at "tender-nicsi@nic.in" **two days before the schedule pre-bid meeting date**. The meeting detail will be shared later over the email to the bidder.

Name of the company: M/s _____

Name of the authorised representatives to attend: _____

Email Id of the representative: _____

Contact No. of representative: _____

7.3 Amendment of RFE Documents

- i. At any time prior to the last date for receipt of bids, NICSI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE documents through an amendment/corrigendum. The amendment will be notified through CPP portal, which will be binding on all prospective bidders to consider the amendment and accordingly submit their proposal/ quotation.
- ii. To give prospective bidders reasonable time to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend last date for the receipt of bids.
- iii. No bid may be modified after the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result execution of Bid Securing Declaration.

7.4 Language of Bid

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

7.5 Bidding Cost

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

7.6 Earnest Money Deposit (EMD) / Bid Security

- a. Bidders shall submit, along with their Proposals, an EMD as per the details given in "FACT SHEET".
- b. Original EMD must be deposited at NICSI, New Delhi on or before last date & time of submission of bid.
- c. **The EMD amount is INR 1,00,00,000/- (Rupees One Crore Only).**

- d. In case the EMD is not received by the stipulated time then the NICSI reserves the right to forth with and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- e. The bid security may be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form.
- f. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the signing of contract to the successful bidder.
- g. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- h. The EMD of successful Bidder would be returned upon submission of Security Deposit.
- i. No interest shall be payable on EMD, in any case.
- j. The EMD may be forfeited in the event of:
 - If a bidder withdraws its bid during the period of bid validity.
 - If a bidder modifies its quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the bidder fails to sign the contract or to furnish bank guarantee for security deposit for empanelment (including e-BG) within specified time, in accordance with this RFE
- k. The EMD as Bank Guarantee shall be valid for a period of 180 days from the date of issue.

8. BID SUBMISSION

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

8.1 Online Bid Submission

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

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

Bid)	BID PROFORMA (in .xls format). 2. Deatiled Financial Bid as per Annexure 8	
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Instructions for Online Submission

I. Instructions for Packet-1

- a. It shall be the sole responsibility of the bidder to check (and double-check) the page number referencing made for supporting documents in the checklist indicated under Annexure-4: Eligibility Compliance sheet.
- b. No relevant information/ document should be left, whether listed above or not.
- c. Bidder must provide all documents mandated for bidder's profile, prequalification criteria and for technical evaluation criteria.
- d. All pages of the bid being submitted must be sequentially numbered by the bidder.
- e. Relevant referencing shall be done by the bidder, clearly indicating all page numbers where supporting documents are provided.
- f. The bidder shall not indicate any prices in the technical bid.
- g. **The document should have a Table of Contents indicating page no. where supporting document are placed. All pages in the bid document should be sequentially numbered, stamped and signed by the authorized signatory.**

II. Instructions for Packet-2

- i. The Bidder must upload the BoQ as per the format provided on CPP portal. The bidder must adhere to terms and conditions and fill in the required details as required in BoQ.
- ii. The bidder must strictly follow the prescribed format as mentioned in the detailed Financial Bids.
- iii. During financial opening, the detailed Financial Bid(Annexure 7: FINANCIAL BID PROFORMA) shall be opened for determining the L1 bidder based on the GTV value.
- iv. All the bid documents should be duly signed by the authorized signatory of the company and stamped with company seal.

8.2.General Instructions for Bid Submission

- i. NICS I will not be responsible for any delay on the part of the vendor in submission of bid.
- ii. Bids submitted by Fax/E-mail /Post / Physical mode, etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. Conditional Bids shall not be accepted on any ground and shall be rejected straightway. (A bid is conditional when bidder submits its bid with his own conditions & stipulations extraneous to the terms and conditions specified in this RFE) If any clarification is required, same should be obtained before submission of bids i.e., during pre-bid meeting.
- iv. No bids will be accepted after the expiry of the deadline as stated in the Fact Sheet.
- v. In case, the day of bid submission is declared Holiday by Govt. of India, the next

working day will be treated as day for submission of bids. There will be no change in the timings.

- vi. All pages of the bid being submitted must be signed by the authorized signatory, stamped and sequentially numbered by the bidder irrespective of the nature of content of the documents. Un-signed & un-stamped bid shall be summarily rejected.
- vii. At any time prior to the last date for receipt of bids, NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE Document by publishing an amendment/corrigendum. The amendment will be notified on CPP portal <https://etenders.gov.in> and should be taken into consideration by the prospective agencies while preparing their bids. It is the responsibility of the bidder to check website for any such notice/changes and submit its bid accordingly.
- viii. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend the last date for the receipt of bids. No bid may be modified after the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the RFE. Withdrawal of a bid during this interval may result in execution of Bid Securing Declaration.
- ix. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case any terms and conditions of the RFE document is/are not acceptable to the bidder or submitted any deviation, the bid shall be rejected summarily.
- x. Bids not submitted as per the specified format and nomenclature may be rejected.
- xi. Ambiguous/Incomplete/Illegible bids may be out rightly rejected. Not quoted bids shall be consider as non-responsive and shall be rejected.
- xii. Any alteration/overwriting/cutting in the bid should be duly countersigned else it will be out rightly rejected.
- xiii. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the RFE document with full understanding of its implications. Bids not complying with all the given clauses in this RFE document are liable to be rejected. Failure to furnish all information required in the RFE Document or submission of a bid not substantially responsive to the RFE document in all respects will be at the vendor's risk and may result in the rejection of the bid.
- xiv. Empanelment process will be over after the issuance of empanelment letter(s) to the selected agency(ies).
- xv. For additional instructions, refer to the Section Bid Evaluation, Technical Evaluation and Financial Bid Evaluation, etc.
- xvi. Submission of false/forged documents will lead to execution of Bid Securing Declaration and blacklisting of agency for a maximum period of 3 years from participating in NIC/NICSI empanelment/tenders.

8.3.Bid Opening

- i. NICSI shall convene a bid opening session as given in the **FACTSHEET**, where one

- representative from the agencies, who have successfully uploaded the bid, can participate.
- ii. Online bids (complete in all respect) received along with EMD will be opened as mentioned at "FACT SHEET" in presence of bidders representative, if available. Bid received without EMD will be rejected straight way.
 - iii. NICS I will download the **Packet-I** from e-tender portal at first. Agencies' representatives can remain present during the bids download process.
 - iv. Bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC).
 - v. Financial bids (Packet - 2) of only those bidders whose bids are found qualified by the Evaluation Committee as per Qualification criteria will be opened in the presence of the bidder's representatives subsequently for further evaluation.
 - vi. 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.
 - vii. Financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

8.4.Bid Validity

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

9. BID EVALUATION

- i. Any effort by a bidder to influence NICSI's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and execution of Bid Securing Declaration. No enquiry shall be made by the bidder(s) during the course of evaluation of the RFE, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee / its authorized representative and office of NICSI can make any enquiry / seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.
- ii. NICSI reserves the right to accept any bid, and to cancel/abort the empanelment process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders, of any obligation to inform the affected bidder of the grounds for NICSI's action and without assigning any reasons.
- iii. NICSI will constitute Technical and Financial Proposal Evaluation Committees to evaluate the responses of the Bidders. The Proposal Evaluation Committees constituted by NICSI shall evaluate the responses to the RFE and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iv. Eligibility/Technical evaluation will be done by a Technical Evaluation Committee (TEC) and Financial Proposal will be evaluated by a Financial Evaluation Committee (FEC).
- v. Bidders who meet the eligibility requirements as on the last date of bid submission would be considered as qualified to move to the next stage of Technical and Financial evaluations. Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the bidder's representatives subsequently for further evaluation.
- vi. The decision of the Evaluation Committees in the evaluation of responses to the RFE shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- vii. NICSI may seek clarifications from the Bidder on the Eligibility, Technical, & Commercial Proposals.
- viii. NICSI may seek any specific clarifications in the form of document or reasoning against RFE requirements during the eligibility/technical and commercial evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the RFE conditions before last date of submission of bid. If there is any lack of clarity in the submitted documents, TEC may ask concerned bidder representative to be present physically to prove their eligibility.
- ix. If there are conditions attached to any financial proposal/bid, which shall have bearing on the total cost, the Financial Evaluation Committee shall reject any such

proposal(s) as non- responsive. However, if the Committee feels it as necessary to seek clarification on any financial proposal(s) regarding taxes, duties or any such matter, NICSI may invite response(s) in writing.

- x. NICSI may call for clarifications and give them reasonable time period i.e. not exceedingly more than 15 days. The bidder has the option to respond or not to respond to these queries.
- xi. If the bidder fails to respond, within the stipulated time period or the clarification(s) submitted is non-conforming to requirement of RFE conditions, no further time will be given for submitting the clarification(s)/ document(s) and the bid will be summarily rejected.
- xii. The request for clarification/missing document(s) shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- xiii. All such clarifications will be sent to the contact person of the bidder indicated in their proposal by email. All the bidders shall share the additionally asked documents/clarifications via email on or before the particular date and time (as per NIC server email time) as mentioned in the email seeking additional documents/clarification. All documents/ clarifications received up to particular date & time shall be considered as a part of the offer and evaluated along with the RFE. No document / clarification shall be accepted after the particular date and time as mentioned in the email.

9.1. CRITERIA FOR EVALUATION

Evaluation of this RFE shall be a three-stage process. Only successful bidders of a stage shall be evaluated in the next stage. Details of evaluation process are in the following sections:

9.1.1. Pre-qualification bid evaluation

- a) The nominated committee will open and evaluate Pre-qualification Bid to determine the eligibility, required experience, manufacturing capacity, proper authorization in case of company representing the manufacturer and adequate financial capability. The format of the PQB is given at ANNEXURE 4 - Eligibility Criteria
- b) Bidder is to fill the above annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria.
- c) Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the ANNEXURE 4 - ELIGIBILITY CRITERIA.
- d) Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted and all pages of the bid document should be serially numbered.
- e) Bidders must ensure that all required documents have been uploaded/submitted along with the bid to justify his/her eligibility. If the bid is not accompanied by all

the above-mentioned documents, the same would be rejected.

- f) Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.
- g) No Additional documents will be asked from bidders at any stage and RFE will be evaluated on the basis of documents already submitted by the bidder online. However, NICS I reserves the right to seek clarifications on the already submitted documents.

9.1.2. Technical Evaluation Criteria

- a) Details of equipment/service and Technical Specifications/requirement to be empaneled/procured are given in **Error! Reference source not found.TECHNICAL R REQUIREMENTS**.
- b) A nominated Committee will open and evaluate technical bids to determine the technical suitability and competence of the bidders to perform the contract. Bidders who meet the technical criteria will be invited to give a detailed presentation and demonstration of their equipment focusing specifically on RFE requirements.
- c) The demonstration shall be held either at NICS I/User's site within 15 days of receipt of invitation from NICS I. On the day of demonstration, the bidders will bring, the complete setup of equipment and software necessary for this purpose at their own cost. Bidder needs to bring the different ICAO compliant travel documents and other required documents for the demonstration.
- d) At this stage, user/division shall evaluate the equipment and integrated setup as per specifications
- e) All the parameters of the technical requirement need to be demonstrated during technical demonstration in India.
- f) NICS I/User does not take any responsibility of getting any equipment cleared from customs etc. Hence, the bidder may arrange to get them cleared and make available for demonstration before due date and time.
- g) Bidders shall be allowed time of 15 days for organizing the technical demonstration. If a bidder fails to organize the demo within the stipulated time of 3 working days or the demo is not successful, no second chance will be given and the bid shall be rejected.
- h) In case NICS I/User decides to have the demo at the bidder's site, NICS I/User shall bear all expenditure towards travel.
- i) Any expenditure incurred on account of samples / demonstration will be entirely borne by the bidder.
- j) For Technical evaluation, bidders have to ensure the availability of appropriate specialist, along with every type of documentation required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the RFE evaluation process and the bid will stand rejected.
- k) During the technical evaluation, if any of the items FAIL to meet the specification requirement, no subsequent opportunity will be given to the bidder(s). However, a standby system of already quoted make & model, if available instantly on the spot, could be considered by the TEC for evaluation only once.

- l) Bidders are advised to ensure that, if asked to bring the system for evaluation the same should conform to all technical parameters and is a tested system.
- m) Following is a List of Enclosures which are to be submitted and shall be properly numbered, indexed along with signatures of the authorized representative of quoting bidder:
 - i. Necessary detailed technical write up highlighting the features of the quoted items along with details of sub-assemblies (if any).
 - ii. Information on planned future upgrades and compatible products along with the anticipated time frame.
 - iii. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipment/sub-systems with the Technical Bid. No deviations in terms & conditions of the RFE document as well as technical specifications (on the lower side) will not be accepted in any case.
- n) The bidder should have a back-to-back support agreement with OEM for support of offered product/service. A Letter from OEM needs to be furnished as per the format provided in Annexure 13- Manufacturer's/Producer's Authorization Form.
- o) Any other document which the bidder may consider necessary to support the product /bid.
- p) All documents should be submitted electronically in PDF format.
- q) Conditional RFEs shall NOT be accepted on any ground and shall be rejected straightway.
- r) The commercial bids of the technically short-listed vendors only will be opened in the presence of their representatives on specified date and time at NICSI. There Will Be No Negotiations Regarding the Financial / Commercial Bids. Before opening the commercial bids, if NIC considers necessary, it may ask for revised commercial bids from the short-listed vendors which should be submitted within two days of intimation to this effect in sealed envelopes which shall be opened on specified date and time. The revised bids should not be more than the one quoted earlier by the respective vendor. Any vendor quoting higher rates in their revised commercial bid will be disqualified for further consideration and EMD will be forfeited. The lowest quoting vendor (LQ-1) shall be chosen on the basis of the lowest commercial bid of the system / products.
- s) Further, Technical Evaluation Committee (TEC) may ask the bidder to provide demo/Proof of Concept of the selected items/service offered by bidder, as per specifications set out in the **Error! Reference source not found.** TECHNICAL for technical performance evaluation at NICSI or any other location decided by TEC in specified time limit to be intimated to them. In case, bidder fails to bring their quoted products within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation.

9.2. Financial Annexure

- a) Details for submitting Financial Bids are given in ANNEXURE 7 – FINANCIAL BID PROFORMA.
- b) The bid rates in India (in Indian Rupees INR) offered will be inclusive of all costs of equipment /software/integration /onsite delivery/ installation or any other system that may be necessary including Duties (Customs & Excise) but excluding local Taxes (GST etc) on the bid rate. No license fee would be payable for any driver/software/firmware/hardware etc. The nominated Committee will then evaluate the Financial Bids (Grand Total Value (GTV) of the financial bid) of all technically qualified bidders and select the lowest valid bid. Detailed financial bid of only the lowest bidder (arrived through GTV formula) shall be opened. In case L1 is not able to execute the contract, detailed financial bids of L2 shall be opened.

9.2.2. Evaluation of Financial Bids

- a. On a designated day and time, the **Financial Bids(Annexure-7: FINANCIAL BID PROFORMA)** of only those Bidders who satisfy all conditions of the eligibility criteria and have passed the Technical Evaluation Stage will be opened electronically in the presence of the representatives of the technically qualified bidding companies.
- b. Bids of those bidders whose Financial Bid's Gross Total Value (GTV) deviates by more than 30% (thirty percent) from the Average GTV of all the technically qualified bidders, either on the lower or upper side, will be disqualified.
- c. The Financial Evaluation Committee (FEC) reserves the right to apply or not the deviation percentage clause. Also, it reserves the right to review and adjust the deviation percentage, based on prevailing market conditions, industry standards, and other pertinent factors.
- d. The financial bid, Annexure-7: Detailed Financial Bid, submitted by all bidders technically qualified by the TEC, will be opened and evaluated by a duly constituted Finance Evaluation Committee (FEC).
- e. The FEC will examine all financial bids and seek clarifications if necessary. Below are a few reasons that may lead to the rejection of financial bids:
 - i. Bids found lacking in strict compliance to the Detailed Financial bid format (Annexure-7) shall be rejected straightaway.
 - ii. Quoting '0' (Zero) value of an item with a view to subverting the RFE process shall be rejected straight away and NICS shall execute EMD of such bidders.
 - iii. The rates quoted should be as per industry standards for the prescribed experience. The bids in which the bidder quote NIL / Zero charges/considerations or keep it blank, such bid will be treated as unresponsive and will not be considered.
 - iv. NICS reserve the right to reject bid of a bidder in view of wide disparity in the item wise rates.

- f. Further FEC will rectify Arithmetical error, if necessary, on the following basis.
 - I. If there is a discrepancy between words and figures, the amount in words will prevail.
 - II. 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. Same will be communicated to the concerned bidder. In case the bidder does not accept the correction of the errors, its bid will be rejected, and EMD will be executed.
- g. After evaluation, the Financial Evaluation Committee (FEC) will declare the L1 bidder, whose financial bid is deemed correct and whose Gross Total Value (GTV) is the lowest among all the quoted eligible GTVs.
- h. In case more than one bidder quotes the same value of GTV then the bidder having maximum total turnover as per the CA certificate submitted for eligibility will be reckoned as L1.
- i. The Financial Evaluation Committee reserves the right to negotiate with L1 bidder.
- j. If there is only one bid, NICS I reserves the right to process the single bid or take recourse to the process of re-RFE.
- k. NICS I reserve the right to reject bid of a bidder in view of wide disparity in the item wise rates.
- l. NICS I reserves the right to use this RFE to service its clients'/NIC/NICS I needs.
- m. 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 NICS I 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.

10. EMPANELMENT

- a) NICS I will select a vendor for the period of empanelment as per “FACT SHEET”.
- b) As per CVC Circular No.03/01/12 dated 13.1.2012:
 - i. In an RFE, either the Indian Agent on behalf of the OEM or the OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFE.
 - ii. If an agent submits bid on behalf of any OEM, the same agent shall not submit bid on behalf of another OEM.
- c) It is to be clarified that services of the agency selected through this RFE can be availed by both National Informatics Center [NIC] and National Informatics Center Services Incorporated [NICS I], as the case may be depending on the project, and the selected agency shall be obliged to render services to both or any of these organizations as per the indent placed by the respective organization. In other words, the selection procedure adopted in this RFE remains applicable for NIC as well, and in the event of rendering services to NIC, the selected vendor shall discharge all its obligations under this RFE vis-à-vis NIC. Any default or breach in discharging obligations under this RFE by the selected vendor while rendering services to NIC, shall invite all or any actions / sanctions, as the case may be, including forfeiture of security deposit.
- d) All terms and conditions governing prices and supply given above, as applicable to NICS I, will be made equally applicable to NIC.
- e) In the event of an empaneled company or the concerned division of the company being taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the NIC/NICS I, should be passed on for compliance by the new company in the negotiation for their transfer.
- f) All bidders/empaneled agencies agree with NICS I for honoring all aspects of fair trade practices in executing the work orders placed by NICS I.
- g) If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NICS I and the obligations with NICS I taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.
- h) The empanelment under this RFE is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The vendor should not assign or sublet the empanelment or any part of it to any other agency in any other form than defined in this RFE. If found doing so, shall result in termination of empanelment and forfeiture of Security Deposit.
- i) In case the empaneled vendor is found in breach of any condition(s) of RFE or supply order, at any stage during the course of supply / installation or warranty period of (five years from the date of installation), the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years, for further dealings with NICS I.
- j) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NICS I. Any notification of preferred Bidder status by NICS I shall not give rise to any enforceable rights by the Bidder. NICS I may cancel this tender/empanelment at any time prior or after the empanelment being executed by NICS I.

- k) NICSI may use this RFE for executing any projects anywhere in India during the validity of this RFE.
- l) NICSI, without assigning any reason can reject any bids(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
- m) The empaneled vendor should not use NICSI empanelment to take orders directly from any other departments. Doing so will result in cancellation of empanelment and forfeiture of Security Deposit and the vendor will be debarred from participating in any NICSI empanelment/Tender for at least three years.
- n) The decision of NICSI arrived during the various stages of the evaluation of the bids is final & binding on all bidders.
- o) Printed/written conditions mentioned in the RFE bids submitted by vendors will not be binding on NICSI.
- p) Upon verification, evaluation / assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected.
- q) NICSI will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this RFE.
- r) NICSI may by written notice sent to the empaneled bidder; terminate the work order and/or the empanelment, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICSI's convenience, the extent to which performance of work under the work order and /or the empanelment is terminated, and the date upon which such termination becomes effective. NICSI reserves the right to cancel the remaining part and pay to the selected vendor the amount for partially completed Services.
- s) During the empanelment period, if the empaneled product becomes end of life, the empaneled vendor must ensure that an equivalent or better product is offered to NICSI. Due to any unavoidable circumstances, if the vendor is not in a position to execute future orders, NICSI should be intimated the same with convincing justifications, at least three months in advance. NICSI will conduct independent enquiry about such claims and the availability of equivalent/better product. The decision arrived at by NICSI in such matters will be final. If the inability shown by the vendor is only due to some financial/technical reasons, such requests will not be considered. However for all cases in which the User Department has transferred fund to NICSI for procurement, the vendor must supply equivalent or better product to fulfill NICSI's obligation to the User Department. Any failure to adhere to this will result in forfeiting the Security Deposit and debarring the vendor from participating in NICSI empanelment/tenders for minimum three years.
- t) In case of empaneled vendor is found in breach of any condition(s) of RFE or work order, at any stage during the course of service, appropriate action as per rules/laws, may be initiated against the vendor and Security Deposit shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with NICSI.
- u) The bidder shall be solely responsible for discharge of all the legal obligations/statutory requirements under various labour legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged

manpower or the bidder will have no right or claim of any kind from NICSI or its clients.

- v) Staff of the agency must carry Identity card issued by the agency while on duty at NICSI or client site. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises
- w) NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the empaneled agencies and the manpower engaged by them from time to time as per the government rules and regulations.
- x) The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the empaneled agency. NICSI or its clients shall remain indemnified of any conflict of such nature arising between the agency and its employees. NICSI may ask the empaneled agency to submit documentary proofs of such nature as and when need arises.
- y) Outsourcing/Consortiums/Sub-contracting is not allowed for the purpose of participating in this RFE.

10.1. Signing of Contract

- a. Empanelment shall be valid for a period of 04 years from the date of first PO. However, this can be extended for upto 01 year with mutual consent.
- b. NICSI reserves the right to place PO (for new project) anytime during validity of the empanelment. In such cases agency shall be liable to render services for a period of minimum 05 years from the date of first PO of new project.
- c. NICSI will have a panel of vendor as per FACTSHEET.
- d. The empanelment can be used by both NICSI and NIC for other similar projects/requirements in India as required.
- e. The rates finalized shall remain valid during empanelment/extended empanelment.
- f. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- g. After empanelment, the Bidder will provide services as per NICSI/User Department's requirements.
- h. Escalation Matrix for Problem solving: The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted. The Empanelled agency should also provide website URL for such purpose.
- i. On written communication from NICSI for having qualified for empanelment the bidder shall sign contract (letter of empanelment) within 7 days of such communication. Failing which the offer shall be treated as withdrawn and NICSI shall execute the EMD.
- j. Empanelled agency 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 the EMD and stop further participation of such agency in NICSI empanelment/tendering process as per the Bid Securing Declaration.

- k. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- l. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the RFE terms and conditions are fulfilled.
- m. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of security deposit, revocation of bank guarantees (including the ones submitted for other work orders)
- n. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- o. Reasons for rejecting RFE/bid will be disclosed to a bidder only where written enquiries are made.
- p. NICSI may verify the CA certificate along with required supporting documents submitted as part of bid by the bidder 'as and when required' during bid evaluation or/and the course of empanelment.

10.2. Security Deposit for Empanelment

- a. Selected bidder(s) will submit the security deposit 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. (NICSI), New Delhi.
- b. Empanelled agency shall be required to submit Security Deposit within 30 days of issuance of Empanelment letters by NICSI.
- c. Security Deposit should remain a period of 60 (Sixty days) beyond the date of completion of all contractual obligations of the agency for that project.
- d. **The Security Deposit amount for the empanelment is INR 2,00,00,000/- (Rupees Two crore Only).**
- e. In the event of default/delay in submission of security deposit within the stipulated time, the agency shall be liable for a penalty amounting to 0.01% (Zero Point Zero One Percent) of the Security Deposit value per day delay with a Maximum penalty capping of 1% (One Percent) of security Deposit value.
- f. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of the RFE document or fails to perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- g. Apart from this NICSI also reserves the right to cancel the empanelment /

- purchase / work order of the selected agency in case of repeated default.
- h. In the event wherein the Empanelment is extended by NICSI beyond 4 years, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an additional period of 60 days beyond the period of extension of Empanelment.
 - i. Security Deposit would be returned (without any accrued interest) only after successful completion of tasks/deliverables assigned to them as per PO and only after adjusting/recovering any dues recoverable/payable from/by the Service Provider on any account under the contract.
 - j. The security deposit will be released without any accrued interest after the empanelment or execution of all pending POs whichever is later.
 - k. If the security deposit is not refunded and is held back on account of any dispute, no interest shall be payable to the Bidder on the Security Deposit until the resolution of the dispute, if any.

10.3. Information Security

- a. Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by NICSI, out of premises without prior written permission from NICSI.
- b. Service Provider acknowledges that User's/NIC's business data and other User/NICSI proprietary information or materials, whether developed by NICSI or being used by NICSI/User pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to User/NICSI; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information.
- c. Service Provider recognizes that the goodwill of NICSI depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage NICSI and that by reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.
- d. Service Provider shall, upon termination of this agreement for any reason, or upon demand by NICSI, whichever is earliest, return all information provided to Service Provider by NICSI, including any copies or reproductions, both hardcopy and electronic.
- e. The Appointed agency will not disclose any information, to anyone in any form

about software, hardware, network topology, IP Schema, and network security policies of NICSI. Information disclosure to anyone shall be only with prior written consent of NICSI.

10.4. Confidentiality

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

10.5. Indemnity

- a. NICSI/User Department stand indemnified of all legal obligations, past/present/future, of the empanelled agency with its professionals/resources.
- b. NICSI/User Department stand absolved of any liability on account of death or injury sustained by the staff deployed by the empanelled agency during the performance of the empanelment and for any damages or compensation due to any dispute between the empanelled agency and its staff so deployed.
- c. The empanelled bidder will indemnify NICSI of any infringement of third-party rights under the Patents Act or the IPR.

10.6. Security

- a. Bidder/vendor must ensure that they are following the ECI/user guidelines.
- b. The bidder/vendor will ensure that no information about the software, hardware, database, assignment, policies of user etc., have taken out in any form including electronic form or otherwise, by the manpower posted by them.

10.7. Performance Bank Guarantee (PBG)

- a) The selected Service Provider shall be required to furnish a **Performance Bank Guarantee(PBG)** equivalent to 4% (**Four Percent**) of the Work Order/Purchase Order value.
- b) PBG will be in the form of an unconditional and irrevocable Bank Guarantee/eBG, in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- c) PBG should remain a period of 60(Sixty days) beyond the date of completion of all contractual obligations of the supplier.
- d) PBG must be submitted after receipt of PO.
- e) Empanelled vendor shall be required to give PBG within 30 days of issuance of PO by NICSI.
- f) The successful service provider must renew the PBG on same terms and conditions for the period up to contract including extension period, if any.
- g) PBG would be returned (without any accrued interest) only after successful completion of tasks/deliverables assigned to them as per PO and only after adjusting/recovering any dues recoverable/payable from/by the Service Provider on any account under the contract.
- h) NICSI 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.

- i) In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day delay with a Maximum penalty capping of PBG value. No payment against the PO will be made till PBG is submitted.
- j) In the event wherein a PO is released by NICS I for project renewal, or a fresh PO is released, the bidder shall ensure extension/submission of PBG within 30 days of issuance of the PO.

11. PRICE VARIATION/REVISION

- i. During the validity of the empanelment including the extended period, if any, if the vendor quotes, sells or exhibits written intention to sell any empanelled item of the same or equivalent configuration/specification to any other Department/ Organization at a price lower than the price fixed for NICSI under same terms and conditions as defined in this RFE, the vendor shall voluntarily pass on the price difference to NICSI. The effective date will be date of selling / intent to sell at lower rate.
- ii. During the entire period of empanelment (i.e., 4+1 years), NICSI may go for downward price revision with empanelled bidder. This downward price revision can be initiated on the basis on market survey, input from MEA.
- iii. In the event of lowering of government levies subsequent to the finalization of the panel, the bidder shall automatically pass on the benefits to NICSI, and in the event of increasing of government levies subsequent to the finalization of the panel; NICSI shall consider the case on merit and the pro-rata benefits to the vendor may be considered if full reference with documentary evidence is submitted.
- iv. Exchange Rate Fluctuation: Bidder will submit the foreign exchange rate (USD, Euro etc) applicable on bid submission date, as given on the RBI website (if applicable as per financial bid format). The foreign exchange rate published at RBI site on the last day of bid submission (Exchange rate) will be recorded as the reference rate. The request by empanelled vendor for rate revision due to the fluctuation in foreign exchange rate (USD, Euro etc), will be considered only when the fluctuation is more than 10% of the defined reference value. Method of rate revision due to above fluctuation is given below. If the fluctuation is downwards, NICSI will revise price downwards as per the defined method.

The following method shall be adopted for Exchange Rate Variation Calculation

B1 = Base Rate, as per RBI website as of last date of bid submission

B2 = Current Rate, will be taken as the Exchange rate (Currency as applicable to the winning bidder) on the RBI website (Selling Rate) on the 1st day of the month the job was done. For example, if the bidder completes the job for the month of October 2018, then the Foreign Exchange rate applicable for October billing will be the Selling rate of the quoted Foreign exchange currency as shown on the RBI website on 1st October 2018.

FC = Foreign Currency Component (in %)

L1 = Empanelment Rate before Exchange Rate Variation,

$ERV = \{[(B2 - B1)/B1] \times FC\% \times L1\}$

For example:

Foreign Exchange of INR 60/\$ is assessed from RBI website (closing rate) during financial evaluation and is finalized as Base Rate.

During the month the job was done, it is assessed that foreign exchange rate is INR 66/\$ (i.e. +10%).

Base rate "B1" will now shift from INR 60/\$ to INR 66/\$ for all calculation purposes.

Note: Base Rate "B1" changes as-and-when a variation of $\pm 10\%$ is assessed during issuance of PI or as indicated by the rate revision committee.

12. PLACEMENTS OF WORKORDERS

- i. NICS I may place the work orders on empanelled agency for its own requirement or for its projects on behalf of its clients.
- ii. This RFE is for empanelment for the procurement of e-Passport Readers. Vendor size and duration of empanelment as per FACTSHEET.
- iii. Work Order may encompass the complete scope of work or may require few services. In the document, work order can be read as work order/Purchase order.
- iv. On receipt of request from a User department, NICS I would inform the User Department/ Agency/Institution about the Empanelled agency and GFR compliant procedure followed in the empanelment.
- v. Proposal of agency along with supporting document/minutes of meeting are then forwarded to NICS I by user department for issuance of Proforma Invoice (PI).
- vi. Once the requisite funds are transferred to NICS I against issued PI, Work Order will be placed on selected agency as per terms and conditions of empanelment and scope of work.
- vii. Work/Purchase order will be placed on the empanelled vendor in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order.
- viii. Objection, if any, to the Purchase Order must be reported to User/NICS I by the Vendor within Seven (7) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the supplier has accepted the Purchase Order in totality. This is applicable in case of electronic publishing/delivery of Purchase Order also.
- ix. After receiving the Purchase Order, amendment if any, is requested by the vendor or done by User, the timelines of the work/purchase order shall be from the amendment date and not from the original Purchase Order date.
- x. The vendors need to sign a mutually agreed Non-Disclosure Agreement (NDA) with the User. The format for the NDA proposed to be signed between selected Empanelled vendors and the respective User Department shall be provided post empanelment by NICS I. 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 vendors to NICS I for record keeping / reference purpose.
- xi. NICS I may place a WO until the last day of the empanelment, with a maximum duration of one year beyond the empanelment date

13. PRE-DELIVERY INSPECTION AND ACCEPTANCE TESTING PROCESS

- a) NICS/ User shall test the equipment's, software's etc. Demonstration for testing in terms of quality and quantity as per the requirements of the empanelment shall take place as part of technical evaluation.
- b) The Systems must be supplied in full as per ordered configuration for acceptance testing.
- c) The bidder must provide the system at a centralized location for User Acceptance Testing (UAT), demonstrating proper integration with the existing system. After successful User Acceptance Testing, the vendor may take back the system.
- d) No system with short supply or alternate product with different technical specifications shall be taken up for acceptance testing under any circumstances.
- e) The offered equipment's , software' etc in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests
- f) The supplier must ensure the availability of ordered items/spares in their stock before accepting the purchase order. The acceptance tests will include the verification of specification of ordered item, functional testing and reliability test, running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The systems must give same performance results as shown during initial Technical Evaluation tests. In case of urgent user requirement, the process of acceptance testing may be relaxed to successful installation of equipment at customer site. In such cases user/project manager's request is mandatory.
- g) Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the Security Deposit/Performance Bank Guarantee. Further, NIC/NICS/ can procure same items from alternate sources at the risk and cost of the defaulting vendor.
- h) No acceptance testing will be undertaken by NIC/ NICS/ unless the Technical Verification Data Sheet (TVDS) concerned with offered products, is provided to NIC/NICS/, at least 15-Days in advance prior to date from which the actual acceptance testing is to start.
- i) During empanelment period, on subassembly level if any item's specifications / model changes & becomes non-available due to obsolescence/ up-gradation of technology, vendor within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item should be offered to NICS/ for evaluation with full configuration at least one month prior to the acceptance testing date. The item(s) so offered will be evaluated at NICS/ /any other site as decided by NICS/ for its acceptance. The vendor should provide detailed technical documents and technical manpower support so as to enable NICS/ to carry out the evaluation process again on the new item. In evaluating such change request, only the RFE specification will be referred. In the case of main components, any change in the empaneled configuration due to technological up-gradation/ non-availability will be permitted by equivalent/better item of the same OEM. If no equivalent product meeting RFE specification is available with that OEM, a communication from the OEM is mandatory in this regard before offering product of a different OEM.
- j) The tentative schedule for conducting of acceptance testing shall be provided along with comprehensive material details by supplier within 15 working days from the date of purchase order to NICS/, so that all the related documentation work by NICS/ could be completed and tested products can be delivered and installed within the stipulated

time frame as per purchase order.

- k) The testing of items must be generally completed as specified in the purchase order before the delivery date as per purchase order.
- l) Normally testing and acceptance of the Systems will be done at the Factory premises/Testing Lab of the Vendor/Authorized Partner, or at NIC/NICSI Headquarters in India (as the case may be) or any other premises in India or abroad suggested by supplier where it will be tested as per ordered specifications where representatives from supplier and NIC/NICSI will be present. The testing location/premises must be suitable/ agreeable to NIC/NICSI.
- m) NIC/NICSI reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items
- n) The items which are accepted after testing should be sealed inside carton under the joint signatures of the representative(s) of NIC/NICSI and supplier's representative and then sent along with the packing list giving serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location or to the actual sites of installation. The top cover of the carton must have a label carrying the complete NIC/NICSI Purchase Order Number, supplier's bill number and Delivery location.
- o) A sticker mentioning the Service Support Call Centre Number of the vendor and warranty details should be pasted by vendor on each box.
- p) For a product becoming end of life, it is the responsibility of the empaneled vendor to get the replacement product approved pro-actively. If there is no replacement product available, the same has to be communicated to NICSI with justification from OEM, at least three months in advance so that NICSI do not quote rate for such product to users. For all such cases where either NICSI has issued Pro-forma Invoice (PI) or the fund has come to NICSI from user departments, the vendor will supply Systems, if necessary with higher configuration at the empaneled rates. If the vendor fails to follow the above requirement, Security Deposit of that vendor will be forfeited and empanelment may be cancelled. If the vendor follows the procedure of intimating NICSI well in advance about the non-availability with proper documentary evidence, the empanelment can be kept in suspension till a suitable and equivalent product is approved by NICSI. However, for any pending POs such relaxation will not be applicable.
- q) Since technological trends in IT industry are changing very rapidly, NICSI may examine/re-assess the technical specifications of all empaneled equipment at an interval of three months from the date of empanelment and have consultation with the empaneled vendors for technological upgradation. If considered necessary the system configuration may be considered for upgraded on higher side after consultation with empaneled vendors. If the empaneled vendors agree for upgradation and same is accepted by NICSI competent authority, the finalized upgradation will be applicable. Besides this upgradation, NICSI will not entertain any request of empaneled vendor for any midterm upgradation.

14. DELIVERY AND INSTALLATION

- i. All aspects of safe delivery to the NICSI/user officer, shall be the exclusive responsibility of the bidder. The delivery and installation should be made within 10

- (ten) weeks from the date of placement of Purchase order.
- iii. Delivery Challan needs to be signed and stamped on completion of delivery of items/ services. In case any discrepancy with regard to sign, stamp or date etc on above delivery challan, a mail from concern user/NICSI Coordinator may be treated as delivery challan.
 - iv. The Bidder should install all the system at specified site without any additional charge.
 - v. Upon successful installation and configuration of the e-Passport Readers, the vendor shall obtain an Installation Certificate (as per format in Annexure-16), duly signed by the concerned authorized officer of the User Department.
 - vi. Purchase Section of NICSI will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the vendor to deliver the goods in time. If any taxes are required to be paid, the same will be reimbursed on actual basis
 - vii. Failure in maintaining Delivery/service/ Installation time schedule, for reasons accountable to the vendor, shall render the vendor liable for penalty at the rates as mentioned in **Error! Reference source not found.**
 - viii. All aspects of safe delivery/installation shall be the exclusive responsibility of the vendor. The schedule to be given for delivery/installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects.
 - ix. Proof of Delivery duly signed and stamped by the NIC/ NICSI Project Coordinator/User Department, should be submitted along with bills.
 - x. In case any discrepancy with regard to sign, stamp or date etc on the delivery certificate, a mail from concerned user/NICSI Coordinator/NIC user may be treated as delivery/installation challan.
 - xi. Supplier, after receiving the Purchase Order will consult/visit the user department for ascertaining the compatibility of the ordered item within the existing setup. If there is any requirement of additional components for the installation, the same need to be communicated to the user department and NICSI well in time before delivering the ordered items. No such requests, which will result unnecessary delay in the implementation, will be considered after the delivery of items is made. Even after the suppliers notification the necessary requirements are not fulfilled by the department, the supplier/vendor shall submit a Site Not Ready Certificate as per the format provided in **Error! Reference source not found.**

15. ONSITE WARRANTY MAINTENANCE

Vendor shall ensure that the delivery, installation and service (as required by user) is always maintained for period of 5 (Five) years from the date of the installation of the equipment.

16. SERVICE LEVEL AGREEMENT

- i. Empaneled agency automatically agree with NICSI for honoring all aspects of fair-trade practices in executing the work orders placed by NICSI. This may be read in conjunction with Section:17.
- ii. Only the character verified manpower [from both SI and OEM] should be deployed to work for this project. The agency will keep with them, their present and permanent

address (with proof) (Aadhar+ PAN), qualification details, specimen signature, and two passport size photographs and furnish this details/information to NICSI/Client, as and when required.

- a) For maintenance during warranty period system should not be down beyond 48 hours for metro cities i.e., Mumbai, Delhi, Chennai, Bengaluru, Kolkata and all other state except North east and J&K after sending the complaint (e-mail). However, for north east and J&K it may not be down beyond 96 hours of sending the complaint.
 - b) The vendor shall maintain sufficient buffer stock of critical spare parts and components at zonal buffer stock points situated in North, East, West, and South regions of India to ensure prompt replacement/repair. This buffer stock shall be adequate to meet the above downtime commitments so that no additional downtime occurs due to non-availability of parts.
 - c) The agency will be responsible for any damage to equipment's, property and third party liabilities caused by acts on part of its deployed manpower during maintenance at NICSI/User's premises. All facilities extended by NICSI/Client will be used only for the purpose of carrying out legitimate business of the client organization and will not be put into any other use. For any established damage the extent of damage as decided by NICSI will be final and binding on the agency.
- iii. The staff deployed by the agency will maintain office decorum. They will be courteous, polite and cooperative in case any personnel of the Agency are found engaged in doing any work other than the task assigned to him/her the agency will arrange the replacement.
 - iv. The agency will be responsible for any damage to equipment's, property and third-party liabilities caused by acts on part of its deployed manpower at NICSI/User's premises. All facilities extended by NICSI/Client will be used only for the purpose of carrying out legitimate business of the client organization and will not be put into any other use. For any established damage the extent of damage as decided by NICSI will be final and binding on the agency.
 - v. Representatives of the NICSI/User shall have unflinching rights to visit and inspect the facility set up by the bidder. At all times they can insist compliance to follow the process of Machine-Writing the Booklets at all stages.
 - vi. NICSI/User would audit all the software loaded on the bidder's system. NICSI/User would have access to the bidder's systems. The bidder shall not load / alter any software without written permission from the NICSI/User.
 - vii. The bidder may choose to insure the equipment installed by him and pay's for it.
 - viii. The selected agency or its deployed manpower will not, without NICSI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of NICSI in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for warranty purposes of such performance.
 - ix. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then NICSI will impose sanctions which will include forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
 - x. Any system failing at subsystem level atleast three times in three months, displaying chronic system design or manufacturing defects of Quality Control problem will be totally replaced by the Vendor at his cost and risk within 30 days.
 - xi. The SLA applicable during warranty period will also be applicable during AMC

17. PAYMENT TERMS AND PENALTY

- a) Failure in abiding by the scope of work, for reasons accountable to the vendor, shall render the vendor liable for penalty.
- b) All aspects of safe delivery of services including installation shall be the exclusive responsibility of the vendor. The schedule to be given for delivery/installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects.
- c) Proof of Satisfactory Delivery of services duly signed and stamped by the User department, should be submitted along with bills.
- d) The agency will submit pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) in the name of National Informatics Centre Services Incorporated, New Delhi along with relevant supporting documents. Payment will be made only upon submission of the Bill along with all the completed documents. An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.
- e) Purchaser shall make payments to the vendor after the service is completed for the respective event and client. Vendor will furnish Satisfaction Certificate duly signed by the user along with the bill.
- f) The vendor will provide the services at the designated locations specified in the purchase order. Upon completion, the vendor must obtain a signed and dated Satisfactory Service Delivery Proof, including the user's stamp, from the concerned user.
- g) No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/approved by the Purchaser in writing.
- h) Payments shall be subject to deductions of any amount for which the supplier is liable under the empanelment or RFE conditions. Further all payments to agency will be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the income Tax Act, 1961, and other taxes, if any, as per Government of India rules.
- i) All payments will be made through RTGS only.
- j) 70% payment on successful delivery. Balance 30% shall be released on successful installation.
- k) GST would be paid as may be applicable from time to time.
- l) It is the bounden duty of the empanelled agency to comply with the labour and other related laws as applicable for the engaged manpower under this contract. NICSI/User shall remain indemnified of any conflict of such nature arising between the agency and its employees. NICSI/User may ask the empaneled agency to submit documentary proofs of such nature as and when need arises.
- m) In case the submission of monthly bills to NICSI is delayed by the agency beyond 30 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this

amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.

- n) Any delay beyond the delivery, installation schedule and in service as per purchase order will render the vendor liable for penalty at the rate as mentioned in this section. Any deviation from the expected quality or delays in service will render the vendor liable for penalties as outlined in this section.

17.1 Penalty

- a) The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various projects. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase order will render the Vendor liable for Liquidated damage at the rate of 0.2 % per day upto for 30 days, and thereafter NICS I holds the option of cancellation of the Order for pending supply, and procure the same from any other vendor, forfeiting the EMD/Security Deposit of the Vendor. In such a situation, NICS I will have the execution of incomplete orders completed through alternate sources at the risk and cost of the defaulting vendor.
- b) Any delay caused on the side of user department during delivery will have to be reported to NICS I Project manager or NICS I SPoC periodically. The reasons should be justified, documented, communicated and approved by the user department and concerned officials. Representation will NOT be entertained from vendor for any exemption if not reported in due time.
- c) For maintenance during warranty period the penalty of Rs 1000 per day per system shall be imposed if down beyond 48 hours of sending the complaint (e-mail) . However, for north east and J&K penalty shall be imposed if system is down beyond 96 hours of sending the complaint.
- d) It should be ensured by the Vendor that the name, designation and date on the POD and Installation Certificate are legible as also the stamp of the office where equipment has been delivered / installed.
- e) On the expiry of the initial/extended period of empanelment or in case the empanelment has to be revoked on account of non-performance, or breach of secrecy, which is of paramount importance for this project, the bidder shall return all the documents provided to him in good condition, failing which NICS I shall initiate appropriate action as per rules/laws, may be initiated against the vendor and Security Deposit shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with NICS I.
- f) Any system failing at subsystem level atleast three times in three months, displaying chronic system design or manufacturing defects of Quality Control problem will be totally replaced by the Vendor at his cost and risk within 30 days.

18. GENERAL TERMS & CONDITIONS

18.1. General Conditions

- a) **Consortiums** are not allowed for the scope of this Empanelment.
- b) All empanelled panel agency automatically agrees with NICS I for honouring all aspects of fair-trade practices in executing the work orders placed by NICS I.
- c) The selected bidder will be responsible for any damage to equipment, property and third-party liabilities caused by acts on the part of its deployed manpower or while execution of the scope of work as per this empanelment. All equipment will be used only for the purpose of carrying out legitimate business and will not be put into any other use.
- d) Work Order may encompass the complete scope of work or may require few services. In the document, work order can be read as work order/Purchase order.
- e) Work order will be placed on the empanelled bidder in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order or an alert through e-mail for downloading the Work Order from the official Web Site of NICS I.
- f) Objection, if any, to the Work Order must be reported to User/NICS I by the selected bidder within seven (7) working days counted from the Date of Issue of Work Order for modifications, otherwise it is assumed that the selected bidder has accepted the Work Order in totality. This is applicable in case of electronic publishing/delivery of Work Order also.
- g) For the manpower deployed, the bidder will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature and two passport size photographs and furnish this details/information to NICS I at the time of deployment or soon thereafter as the case may be.
- h) Deployed Manpower of the agency must carry Identity card issued by the agency while on duty at NICS I/ NIC/User Department. Be it private or public areas, the employees are to be frisked/checked by the security personnel, both while entering and leaving the premises.
- i) The selected bidder will provide escalation matrix for problem resolution.
- j) Bid documents submitted by the bidder in hard copies (if any, as per the requirements of the RFE document) must be signed and stamped by the authorised signatory of the bidder.
- k) The bidder must comply with the guidelines and requirements of OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance, Government of India.

- l) **Software and Driver Audits:** NICSI/User reserves the right to audit all software/drivers provided along with the equipment.
- m) **Adaptation to Changes:** In case of any change in the e-Passport Reader hardware, firmware, or associated software, the agency must provide necessary training to NICSI/User staff at no additional cost and furnish any required information about the changes.
- n) **Compliance with Updates:** Following each update to the e-Passport Reader hardware, firmware, or software, the agency must provide a test report or proof of concept demonstrating compliance with ICAO standards and successful integration with existing systems.

18.2. Applicable Law

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

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

18.3. LIMITATION OF LIABILITY

- a) Except conditions enumerated in Indemnity Clause, the damage caused by the empanelled vendor to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled vendor shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled vendor shall not exceed the total contract value of the work entrusted to them.
- b) Empanelled Vendor shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled vendor or its employees.
- c) In no event will empanel vendor be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data, or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise."

18.4. INDEMNITY

- a) The vendor shall indemnify NICSI/MEA against any liability incurred by NICSI/MEA on account of any default by the vendor or manpower deployed by it.
- b) The selected vendor shall indemnify and defend the NICSI/User departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof ("Deliverables"). The selected vendor shall have no obligations with respect to any claims to the extent such claim results from:
 - i. the selected vendor's compliance with NICSI/User departments specific technical designs, specifications or instructions where the selected vendor has notified NICSI / User department in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims.
 - ii. inclusion in a Deliverable of any content or other materials provided by NICSI/User departments and the infringement relates to or arises solely from such NICSI/User departments materials or provided material.
 - iii. modification of a Deliverable after delivery by the selected vendor to NICSI/User departments if such modification was not made by or on behalf of the selected vendor and the claim arises solely due to such modification.
 - iv. operation or use of some or all of the Deliverable in combination with materials not provided by the selected vendor and the claim arises solely due to such reason; or
 - v. use of the Deliverable for any purposes for which the NICSI/ User department have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected vendor; or
 - vi. use of a superseded release of some or all of the Deliverables or NICSI/User departments' failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected vendor provided that such modifications or new releases are made available by selected vendor free of cost and the use of such.
 - vii. modifications or new releases does not adversely impact the performance / service levels.
- c) NICSI/User department stand indemnified from any employment claims that the hired manpower /Resources / vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the Work Orders.
- d) Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their

duty towards fulfilment of the Work Orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

18.5. INTEGRITY PACT

- a) In compliance with the Central Vigilance Commissioner Circular No. 06/05/21 dated 3rd June 2021 regarding adaptation of Integrity Pact- Revised Standard Operating Procedure to ensure transparency, equity and competitiveness in public procurement, the Bidder(s)/Vendor(s)/Prospective vendor(s) are required to sign an Integrity Pact (IP) with NICSI.
- b) The pact essentially an agreement between the Bidder(s)/ Vendor(s)/Prospective vendor(s) and the NICSI, committing the persons/Officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those bidders, who commit themselves to such a pact with the NICSI, would be considered competent to participate in the bidding process.
- c) The bidders are required to sign the Integrity pact with the NICSI. The details for signing the integrity pact will be shared later.
- d) Further, any violation of Integrity pact would entail disqualification of the Bidder(s)/Vendor(s) and exclusion from NICSI's future bidding process for one year and execution of Bid Securing Declaration Form of such Bidder(s)/Vendor(s)

18.6. CONFIDENTIALITY

- a) The empanelled vendor (the "Receiving Party") shall acknowledge and agree to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the NICSI/ user department (the "Disclosing Party"). The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract/ Agreement.
- b) The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the Contract Agreement.
- c) The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently

developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

- d) The obligations under this clause shall survive for three years from termination or expiration of this Contract/agreement.
- e) The empanelled vendor and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NICSI or its clients without the prior written consent of NICSI.
- f) The work order/contract with the user department may define more stringent confidentiality obligations depending on the nature of information / data being shared. In such event, the more stringent obligations shall prevail.

18.7. NON-SOLICITATION

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

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

18.9. TERMINATION OF CONTRACT

18.9.1. Termination by NICSI

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

- In case NICSI/User Department finds the illegal use of connections, hardware and software tools that are dedicated to NICSI or MEA only.
- In case the empanelled vendor is not meeting the technical specifications, support service, experience of the manpower as per the terms and conditions of the RFE or is not delivering the assignment up to the satisfaction of the user department.

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

18.9.2. Termination for Insolvency, Dissolution etc.

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

18.9.3. Termination for Default

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

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

18.9.4. TERMINATION FOR CONVENIENCE

NICSI may by written notice, sent to the selected bidder, terminate the work order and/or the Contract including empanelment, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICSI's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes

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

18.9.5. CONDITIONS FOR TERMINATION

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

18.9.6. NO CLAIM CERTIFICATE

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

18.9.7. SUSPENSION

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

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

18.10. FORCE MAJEURE

- a) Force majeure clause will mean and be limited to the following in the execution of the contract/work-orders placed by NICSI:
 - War/hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agency, which prevent or delay the execution of the order by the agency.

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

19. ANNEXURES

The Annexures are given in the following pages

ANNEXURE-1: BIDDER'S PROFILE

<On Company's Letter Head>

Name of the Bidder (in CAPITAL letters only):

Date of Incorporation in India as: _____

Registration No: _____

Complete Address with PIN:

Contact Person Name:							
Designation:							
Telephone:							
Fax:							
E-mail:							
Goods & Service Tax No. (GSTN)/ Service Tax Registration No.:							
PAN No.:							
ISO Certification(s):							
Total Number of employees							
Annual Turnover (in INR Crores)	2019-20	2020-21	2021-22	2022-23	2023-24	Average Turnover	
Overall Annual turnover							
Whether Bidder is blacklisted: (Yes/No)							
Whether any Litigation Arbitration/ proceeding: (Yes/No)							

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

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

ANNEXURE-2: COVERING LETTER

(To be submitted on the letterhead of the bidder)

<Place>

<Date>

To

The Managing Director,

National Informatics Centre Services Incorporated (NICSI)

1st Floor, NBCC Tower,

Bhikaji Cama Place, New Delhi-110066

Subject: Submission of Bid for Empanelment of RFE No.

Dear Sir,

This is to notify that our company is submitting technical bid in response to RFE No <... RFE No....> for <...Name of the RFE...> for <...Name of the Category...> Primary & Secondary contact for our company are as follows:

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

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

We are submitting our bid for _____ as per the scope and requirements of the RFE document:

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

Deviations:

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

Bid Pricing:

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

Qualifying Data:

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

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

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

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

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

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

ANNEXURE-3: Earnest Money Deposit (EMD)/ Bid Security as Bank Guarantee (including e-BG)

(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 Empanelment for the procurement of e-Passport Readers for National Informatics Centre Services Incorporated (NICSI) (Hereinafter called the "Beneficiary") and WHEREAS a Bank Guarantee (including eBG) towards Earnest Money Deposit for INR <Amount in figures> valid till <BG Validity Date>, which is required to be submitted by the bidder along with the RFE.

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

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

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

Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to INR <Amount> (Rupees <Amount in words>). Our guarantee shall remain in force till <BG ValidityDate>. 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.*

ANNEXURE-4: ELIGIBILITY COMPLIANCE SHEET

Pre-qualification evaluation

Eligibility Criteria for Bidder

S. No.	Item	Supporting Documents Required	Compliance	Page no. as per submitted proposal
A.	The bidder should be a direct manufacturer or authorized representatives of the product.	Certificate from CA / CEO		
B.	The bidder should have an average turnover of Rs. 10 Cr in the last three financial years that is 2021-22, 2022-23 and 2023-24.	Copy of the certificate from CA with registration number, seal and UDIN no.		
C.	The bidder should have an established network for installation, service and Maintenance of these readers; major cities in India –Delhi, Mumbai, Kolkata, Chennai, Bangalore, Hyderabad, Cochin, Goa, Lucknow, Ahmedabad, Guwahati & Amritsar. Further, proper plans with service network available will have to be given in writing with the RFE.	Self declaration along with address of the offices/Contact Persons in the concerned city		
D.	Bidder must have atleast 05 years of prior experience in the field of supply of IT/Related electronic equipments, installing ,support and servicing of IT/ document security related equipment's in Multiple Locations (more than 10 locations) in India. (Documents to be enclosed).	Work Order Copies AND Completion Certificate/ Phase-wise Completion Certificate/ Statutory Auditor Certificate against proof [Invoices]		
E.	The bidders should enclose a copy of certificate from Manufacturer / OEM confirming the capability of bidder to supply, install and service the equipment.	Certificate from Manufacturer on letter head And MAF		
F.	Latest receipt issued by I.T. authority in support of Agency	Copy of IT Returns		

S. No.	Item	Supporting Documents Required	Compliance	Page no. as per submitted proposal
	having submitted the I.T. Return for the previous three (3) years.			
G.	<ul style="list-style-type: none"> The bidder must be a Company registered in India under the Companies Act 1956/2013 or a partnership registered under the Indian registered in India under the Companies Act 1956 or a partnership registered under the Indian Partnership Act 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or Proprietary firm with their registered office in India for the last three years as on 31st March 2025. Registered with GST authority in India Registered PAN No. For Start-ups as defined by Department of Industrial Policy and Promotion and MSME members, Bidders must be a Company registered in India under the Companies Act 1956 or a partnership registered under the Indian Partnership Act 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or Proprietary firm with their registered office in India. 	<ul style="list-style-type: none"> Certificate of Incorporation or Registration certificate as applicable GST Certificate PAN Card Start-Up/DIPP Certificate 		
H.	Bidder should not have been black listed in any Central / State / public undertaking Government department since last three year	Self-Undertaking		

***Note:**

1. Bidder is to fill the above annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria.
2. 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.

OEMs/Bidders which falls under the category of Start Ups as defined under “Startup Standup India” initiative of Government of India (www.startupindia.gov.in) would be eligible and evaluated as per the stipulated guidelines.

Also, MSME Bidders will be evaluated as per stipulated guidelines published under Ministry of Micro, Small and Medium Enterprise.

1.1.1. Eligibility Criteria for OEM

Sr. No.	Qualification Particulars	Minimum Requirements	Document Required / Evaluation Mechanism	Compliance	Page no. as per submitted proposal
A.	Company	Legal existence for last 10 Years	Certificate from Auditors or any such document issued by any Government Authority.		
B.	Experience	Must have 10 Years' experience in the field of document security related product development / manufacturing	Certificate from Auditors or any such document issued by any Government Authority.		
		Must have minimum 05 years of experience in the field of manufacturing e-Passport reading Machines.	Certificate from Auditors or any such document issued by any Government Authority.		

Sr. No.	Qualification Particulars	Minimum Requirements	Document Required / Evaluation Mechanism	Compliance	Page no. as per submitted proposal
C.	Financial Standing	<p>Must have annual turnover equivalent of at least</p> <p>Rs 100 crore or USD 11.7 Million or EURO 10.4 million during preceding 05 Financial Years (FY 2019-2024)</p> <p>This turnover must be from electronic / security equipment.</p>	Certificate from CA		
D.	Similar document security product/ Technology	<p>At least 5000 e-PRMS (total) must have been successfully installed / integrated for Immigration services for at least three countries, during last 05 years that is since FY 2020-2025.</p>	<p>These e-PRMs must have been supplied to Immigration/ Border Control departments.</p> <p>Bidder needs to submit any one of the following set of documents from the Immigration/Border Control customers:</p> <p>1. Copy of PO, Invoice, and self-declaration about completion.</p> <p>Or</p> <p>2. Satisfactory completion certificate from the customer with the</p>		

Sr. No.	Qualification Particulars	Minimum Requirements	Document Required / Evaluation Mechanism	Compliance	Page no. as per submitted proposal
			number of e-PRMs, date, and complete reference address.		
E.	Support Centre	OEM or its affiliate company in India should have a service centre in India with at least 1 (one) permanent service engineer employee.	Self- declaration along with the details of the service centre and service engineer.		
F.	Other Requirements / Documents	Document authorizing bidder for supply, commissioning and integration of project.	Authority Letter signed by authority in OEM		
		OEM should be ISO 9001:2015 certified.	Copy of Valid requisite certificates attested by the authorized signatory of the company		
		Certificate, guaranteeing all technical support to Government of India as well as bidder, in terms of expertise, spares, upgrade (both Hardware & Software) etc for -5 years from date of	Authority Letter signed by authority in OEM		

Sr. No.	Qualification Particulars	Minimum Requirements	Document Required / Evaluation Mechanism	Compliance	Page no. as per submitted proposal
		successful installation of the equipment. In case of discontinuation to the product, free replacement shall be provided.			

OEMs/Bidders which falls under the category of Start Ups as defined under “Startup Standup India” initiative of Government of India (www.startupindia.gov.in) would be eligible and evaluated as per the stipulated guidelines.

Also, MSME Bidders will be evaluated as per stipulated guidelines published under Ministry of Micro, Small and Medium Enterprise.

Bidder is to fill the above annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria. The relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, should be highlighted. If RFE bid were not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained. However, NICS I reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents.

All documents should be readable and need to be submitted electronically in PDF format.

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Note:

- *Relevant portions, in the documents submitted in pursuance of eligibility criteria mentioned above, shall be highlighted and all pages of the bid document should be serially numbered.*

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

ANNEXURE-5: TECHNICAL EVALUATION/ DEMO

Technical Compliance Sheet :

Technical Specifications of e-Full Page Travel Document Reader

Hardware Specifications		
S No	Specifications	Compliance (Y/N)
The quoted Reader should support:		
1	<p>Should be capable of reading multiple ICAO Doc 9303 and other ICAO compliant Travel documents (issued by any country across the world) under multiple wavelength illumination, e.g. visible, UV and near IR (Infrared), (documents printed in ICAO Document 9303 specified ink such as Passports, Visas, ID Cards) and Airline tickets including:</p> <ul style="list-style-type: none"> a. Machine Readable Passports(MRP):2 lines of 44 Characters, or 3 lines of 30 characters. b. Machine Readable VISA (MRV):2 lines of 44 Characters, or 2 lines of 36 Characters. c. Other Travel Documents:2 lines of 36 Characters, or 3 lines of 30 Characters. 	
2	<p>Should be capable of RF reading of contactless chips of multiple e-travel documents that are ICAO Document 9303 compliant (That is documents personalized in ICAO Document 9303 format such as Passports, e-Chip Passport, Visas, e-ID Cards and Airline tickets)</p> <ul style="list-style-type: none"> i. Support for biometrically enabled travel documents containing contact (optional) and contactless integrated circuit chips (e-IDs and e-passports) 	
3	<p>The reader system shall be capable of automatically detecting ISO 14443-compliant contactless chips in any ICAO Doc 9303 e-passport regardless of the chip's location or orientation within the document.</p> <ul style="list-style-type: none"> i. Support for multi-functions: full page scan, certain image extraction, OCR, Character recognition, IR and UV Illumination, and RFID reading 	
4	Should be able to read Chip types ISO 14443 Type A & B with as per ICAO Doc 9303 requirements.	
5	The reader shall operate with an operating magnetic field strength between 1.5-7.5 A/m as per ISO 14443-2.	
6	It should work at 13.56 MHz Reading Frequency.	
7	Should support PC/SC as well as ISO 14443 Type A & B communication protocol.	

8	Should be capable of reading minimum to 848 kbps. Or latest.	
9	The reader must not be able to read the chip from a distance of more than 10cm.	
10	The reader shall not interfere with another e-passport reader within thirty (30) Centimetres.	
11	<p>Should have primary (Built-in) industry standard host interfaces for USB 3.0/ Type C interface for connection to PCs with Windows 10/Windows 11 & Future Updates (64 bit) to host port. The offered product should also support upgraded versions of the windows.</p> <ul style="list-style-type: none"> a. Should have high speed USB 3.0/Type C Interface with option to upgrade to USB3.1 interface b. Should have minimum two auxiliary USB2.0 interfaces for a fingerprint scanner or other peripheral device. 	
12	The reader should be able to read the printed MRZ data as well as the MRZ data on the chip in the passport in a single pass operation.	
13	Complete access to OCR data and images captured via Software Development Kit (SDK) facilitation to enable images to be accessed as BMP, PNG or JPEG Format	
14	Should have an Auto-detection of document type capability. No user intervention of keystrokes should be required.	
15	Should have auto triggering to process the document i.e. the reader system will start communicating with a chip located within a shielded e-Passport as soon as the document is placed on the reader. Placement of the e-Passport on the reader shall initiate visual data reading as well as the chip reading without manual intervention or additional wastage of time.	
16	<p>Reader SDK and entire solution (software plus hardware) must perform all possible authentication mechanism compliant with ICAO 9303 standards (i.e. PA, AA, BAC, EAC V1.11, EAC V2.0, SAC, TA all versions, CA all versions, PACE - CAM, PACE-IM, PACE-GM) with the chip and process the passport automatically for successful validation (passive authentication and SoD verification), in case validation fails on some parameters the respective parameter must be flagged on the screen as failure with reason.</p> <p>No user intervention of key strokes should be required. EF.COM to EF.SOD cross check test must be available.</p> <p>User/NICSI shall provide requisite certificates and CRL for PA from PKI Infrastructure</p>	

17	The Reader system shall support the automatic extraction of a document's Basic Access Key without requiring manual data entry.	
18	If the OCR data of a passport cannot be read then the system should allow for manual data entry of the MRZ fields required for BAC to further allow chip reading.	
19	The reader software shall support the following FIPS 180-2 hashing algorithms specified in the ICAO NTWG PKI Technical Requirements: SHA-1, SHA-256, SHA-224, SHA-384 and SHA-512.	
20	The reader system shall be capable of extracting Data Group (DG) 1 to DG 16, and EF.COM, EF.SOD (including the Document Signer Certificate) from the ICAO standard LDS v.1.7 and Upgradable to LDS 1.8 in future.	
21	The reader software should be capable of selecting and transmitting individual data groups from the ISO 14443 contactless chip on request without waiting until all data groups have been read (user-selected non-sequential data retrieval).	
22	The reader software shall be capable of decoding the content of DG 2 in JPEG and JPEG2000, BMP and PNG formats.	
23	The reader shall not require operator reconfiguration of firmware or modifications to other system configuration in order to read any ICAO-compliant e-Passport chip.	
24	<p>Should be capable of taking images in multiple wavelength illumination (Long wave - 365 nm UV, near IR B900 nm spectral range, Broad band visible (430 -700 nm) spectral range). IR and Visible images should be possible to be captured with OVD and/or glare features suppressed.</p> <p><i>a. Resolution: Minimum Standard 500 DPI Image Resolution and should be able to go up to 700 DPI</i></p> <p><i>b. Sensor: Minimum 10 Megapixels, CMOS Sensor, RGB 24 bit color system or higher</i></p> <p>i. The reader system shall capture images with a saved image resolution upto 700 DPI or higher in JPEG format with configurable compression.</p> <p>ii. Each document image should be under 260 KB/ 500 DPI and color photo (35 x 35 mm, 500 DPI) image under 32KB.</p> <p>iii. Should be capable of processing the data at high speeds:-</p> <p>a. OCR data output only <1 seconds *</p> <p>b. OCR +White Light +UV+IR @ 500 dpi <3sec *</p> <p><i>*These timings are to be calculated when ePRM is used without</i></p>	

	<i>Document Verifier Software.</i>	
25	The printed MRZ data as read from the passport should be compared with the MRZ data read from the chip on the passport for matching.	
26	Reader should be able to support indication on possible attempt at alteration of data /forgery in travel documents whenever document verifier SDK/database and API is provided by the user for below use cases : a) Identify and Examine document under different illumination based on type and country of origin b) Reading and decoding machine-readable zone (MRZ) and verifying Checksum. c) Authenticating genuineness of the document d) Verifying OCR Ink is absorbent in B900 (near-infrared) band and i. visible patterns ii. Check for presence of UV dull paper iii. Verify that areas are blank, devoid of patterns, text or printed matter iv. Photo replacement check, luminance check	
27	Reader SDK should be able to demonstrate below features: a) Reading and decoding machine-readable zone (MRZ) and verifying Checksum. b) Verifying OCR Ink is absorbent in B900 (near-infrared) c) Check for presence of UV dull paper	
28	Should be capable of saving the full identification Document Image or isolated photo images in ICAO compliant documents.	
29	Should give user feedback via the following states. a. Ready to read b. Progress bar during read operation c. Valid Read d. Read Error	
30	A halted read operation shall leave the reader system in a state to accept additional read requests.	
31	The flat bed type reader should support an Enhanced Light Shield such that it will not restrict the capability to read any thickness of document that is placed on the reader for OCR / Image /Chip data capture.	
32	Should be capable of being upgrade in the future:- a. For performing full document authentication against a database of user-customizable features in existing devices whenever document verifier database and API is provided by the user. b. To read Magnetic Stripe or contact smart card in the document (through optional attached or integrated device).	
33	The reader manufacturer must have participated in the last	

	3 ICAO inter-operability Test events. Documentary evidence should be provided.	
34	The reader manufacturing facility should be ISO 9001 or higher certified facility. Documentary evidence should be provided.	
35	The reader should be ETL, UL or equivalent and CE certified. Documentary evidence should be provided.	
36	The reader should support the following safety standards IEC 60950-1:2005 including amendments A1 & A2 and EN 60950-1:2006 including amendments A1 & A2	
37	The reader should support the EMC Regulations namely FCC type approval to 47 CFR FCC Part 15, demonstrated by provision of a valid FCC ID and compliance to the EU Radio Equipment Directive (RED), demonstrated by compliance to EN 301 489-3	
38	Quality Assurance	
39	The reader should have a software development kit (SDK) interface which will enable quality assurance of the ICAO Doc 9303 compliant e-Passport: <ul style="list-style-type: none"> a. Positional quality assurance (QA) to assure document is printed to applicable ISO, ICAO. b. Measures skew, left margin, line spacing, character spacing, line length, print contrast. c. Stroke width and distance from each character to the bottom of the document. 	
40	Interoperability: Passport booklets & ID Cards conforming to the global standards for interoperability by the ICAO Doc 9303.	
41	The reader should be capable of reading & verifying machine readable secure secondary image (API etc for machine readability shall be provided by secure secondary image OEM).	
42	Provisioning to Match security features captured from a document against a database of trusted security features including UV in existing devices wherever document verifier SDK/database and API is provided by the user.	

Software Specifications		
The quoted Reader:		
S No.	Specifications	Compliance (Y/N)
a	Must provide PC/SC compliant device drivers for Windows 10/11 or latest version (64 bit), and Linux (if asked). The offered product should also support upgraded versions of the windows.	
b	Should be capable of interfacing with existing ICS Software at Indian immigration check posts (Air, Land, Sea & Rail) so as to	

	input data straight into the relevant databases /file locations and trigger secondary checks of data as already built into the immigration ICS software. The interface software should be able to store the information in the database field data.	
c	Should be capable to scan and store Non-MRZ documents	
d	Should be capable of triggering secondary checks of data as already build into the immigration ICS application such as name truncation, check digit computation from MRZ, date format validation etc.	
e	Should be capable to display errors in case of failure in reading travel document in stipulated time.	
f	The vendor shall be obligated to integrate any future technical requirements related to the immigration application, including but not limited to hardware and software upgrades, as and when required by the purchaser, provided such integration is technically feasible. In the event that such integration involves additional cost, the vendor shall carry out the required work irrespective of cost agreement, and the payment, if any, shall be made only upon the purchaser's determination of the reasonableness and merit of the claimed cost. The vendor shall not deny or delay the implementation of any such technically feasible update or upgrade on account of cost.	
g	Auto detection of reader in ICS immigration application whenever reader is plugged or unplugged without re-invoking the application.	
h	Provision to recapture scanned images (visible, IR,IR,UV) without reading MRZ	
i	Provisions to put name/caption the scanned documents as per ICS application given format.	
j	Provision to crop and resize scanned images. All scanned images will be in size range > 60KB and < 80KB 600x400 pixels. Mechanism to resize image size dynamically.	
k	Should be capable to upload scanned images from client system to server in real time so as to enable ICS application to show scanned images from server.	
l	Integration with the application software (like Oracle /JAVA/ JSP/ .Net) would be the responsibility of the supplier.	
m	SDK including DLL with C++, C#, .NET, Spring, Struts & Java or any other language like XML interfaces etc with demo programs in prescribed languages.	
n	Active, Passive, Terminal and Chip authentication and PACE-CAM of e-Passports in future. Bidder self-declaration is required.	
o	Flexible software interface to allow host application to select which illumination sources to use, image type image compression, photo extraction etc.	
p	Contact or contactless IC reading and writing capability through optional attached or integrated device.	
q	Must be able to: <ul style="list-style-type: none"> i. Support PKI ii. Retrieve document signer 's public key 	

	<ul style="list-style-type: none"> iii. Retrieve document signer 's certificate iv. Retrieve country signer 's public key v. Retrieve country signer 's certificate vi. retrieve all other key s and certificates as per ICAO requirements vii. Authenticate, verify and check in the revocation list viii. Image Formats BMP, JPG, JPG2000,PNG ix. The PRM should be certified to BSI TR-03105 Parts 5.1 and 5.2 for all <ul style="list-style-type: none"> 1. above features x. Validate MRZ data and data on the chip, validate the document holder image as printed in the visual zone with the image available on the chip in existing devices whenever document verifier database and API is provide by the user. xi. Ability to perform all of the possible authentication mechanism compliant with ICAO Doc 9303 standard : PA, AA, BAC, EAC v1.11 (CA,TA), EAC v2.0x (PACE v2, ICAO SAC, CA v2, TA v2) xii. 2D Barcode reading : PDF 417, Data Matrix, QR Code, Aztec Code xiii. 1D Barcode reading : UPC-A, EAN8, EAN13, Code 39, Code 128, Interleaved 2 of 5 	
r	Ability to read barcodes/QR codes from multiple types of media such as paper and mobile devices.	
s	<p>Should have software/firmware that can be</p> <ul style="list-style-type: none"> i. Field upgrade able that does not require opening of the unit. ii. Field configurable iii. Should have in built memory for program /configuration storage. iv. Non-volatile configuration. Configuration can be saved to a file for back up or maintenance. 	
t	Free upgrade of interface software for future requirements (within warranty period).	
u	Supported OS: Windows 10/ 11 (64 bits), Linux	
v	Must compliant and read data from DG2, DG3 and DG4 as per ICAO new coding scheme 39794 earlier it used to be 19794	

Mechanical Features		
SNo.	Specifications	Compliance (Y/N)
1	For the convenient operations, the reader should be no larger than the following dimensions: (LxWxH) Reader should be no bigger than 190 x 190 x 100 mm (without hood). The hood must be detachable for easy maintenance and operations. The reader shall have a capture window that is minimum 125 mm (length) and 88 mm (breadth). b) The reader shall have minimum 3 mm thick scratch resistance glass with optional levels of glass scratch resistance	
2	Storage Temperature: (-10 to 50C)	
3	Operating Temperature: (0 to 50C)	
4	Humidity: (20% to 95% (R.H. non-condensing)	
5	Should be made from durable material for rugged use.	
6	Should have no moving parts.	

Electrical Specifications		
SNo.	Specifications	Compliance (Y/N)
1	Electrical Specifications a. Power requirements: 100-240 VAC AC +/-10% (Detachable power cable Indian Standard). b. Frequency: 47 - 63 Hz c. Status Indicator	
2	The readers should provide user feedback via the visual indication for: a) Read Error, Ready, Busy, Valid Read, using an array of LEDs b) The Readers must perform a power-up self-test and indicate failure using status display.	
3	The readers should have IP54 rating or higher.	
4	The devices should be energy efficient with a global energy efficiency certification.	
5	The device should have capability to be powered solely from a USB 3.0 - type C port.	

ANNEXURE-6 A: ASSIGNMENT/PROJECT DETAILS

Assignment Detail Ref. No.:		Reference page no. :
S. No.	Item	Bidder's Response
1	Name of the Client with address	
2	Project Name and summary (5 lines)	
3	Project Start Date:	
4	Project/Phase Completion Date:	
5	Total Project Cost (INR):	
6	Name of the Client's Contact person with phone number & email id	Contact Name: _____ Phone No.: _____ email: _____
7	Nature of Assignment: (IT/ITES projects)	
8	(Government/PSU, Agency or Private Entity)	
9	Enclosed relevant document(s) specifying the Scope of work, indicating Engagement value, Consulting Assignment's Profile and Assignment's discipline (Mandatory): a. Work Order	<Mention relevant document submitted and reference Page No. of Bid Proposal>

Note:

- (i) Kindly attach this filled in annexure assignment details as supporting document for establishing the eligibility and technical evaluation. This must be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.
- (ii) To demonstrate an experience, multiple Work Orders which are the extension of the Same Project (in continuation) may be considered.

ANNEXURE-7: FINANCIAL BID PROFORMA

1. The above rates are inclusive of onsite delivery, installation, onsite service anywhere in India.
2. NICSI/user can use any or all above rates in any combination to get different services.
3. Prices should be quoted in Indian Rupees inclusive of Duties, if any (Customs, Excise etc) but excluding local taxes (GST etc). Such local taxes (GST etc) will be paid extra as applicable.
4. Bidders quoting incredibly low value of items with a view to subverting the RFE process shall be rejected straight away and EMD of such bidder will be forfeited.
5. For consideration of the financial bid, the rates of components must be quoted as per the given proforma. It is mandatory to provide all the required information, otherwise bid will be rejected.
6. The Grand Total Value (GTV) will only be used for deciding L1 bidder. The actual purchase orders will be placed on the basis of individual item rate finalized after breakup of this total value.
7. The bidder shall indicate clearly under Financial Bid, the following:
 - i. The foreign currency affiliated with the equipment (as import component); and
 - ii. Foreign Exchange Rate as per RBI website as on the date of bid submission and as applicable against the respective Foreign Currency (for example: Dollar, Euro, Great Britain Pound, Japanese Yen, etc., as applicable).
8. The foreign exchange rate for the foreign currency indicated on last date of bid submission shall be taken as reference for Financial Bid Evaluation and selection of L1 bidder (for applicable cases)
9. To deal with the foreign exchange fluctuation, ERV clause will be used as defined in RFE document.
10. Entry Tax / Octroi will be reimbursed as per actual wherever applicable.
11. Ambiguous bids will be out rightly rejected.
12. Prices should be quoted in and indicated both in figures and words. Figures in words will prevail.

Grand Total Value

Prices should be quoted in Indian Rupees and indicated both in figures and in words. Price in words will prevail, in the event of any mismatch.

GTV= 0.97 X Unit Cost of Item 1 + 0.02 X Unit Cost of item 2 + 0.01 X Unit Cost of item 3	
(Rupees _____) in words	

Note: Please ensure that the Grand Total Value given in Annexure 7 must match the Grand Total Value given in Annexure 8.

ANNEXURE-8: Detailed Financial Bid

ITEM Rate BOQ			
RFE Inviting Authority: NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED			
RFE No:			
Name of the Bidder/ Bidding Firm / Company :			
PRICESCHEDULE -This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this RFE. Bidders are allowed to enter the Bidder Name and Values only			
Foreign Currency Involved (Any one of USD,GBP,EURO, Yen)			
Foreign Currency Component in Percentage (Not more than 50% of cost of item). This will be applicable for cost of ePRM only.			
S.No	(A) Item Description	(B) Unit Cost in INR	(C) Unit Cost (In Words)
1.	e-Passport Reading Machine with 5 years onsite comprehensive warranty as per the technical specifications provided		
2.	Post warranty, onsite compressive (all-inclusive, excluding Taxes) AMC rate per ePRM per year (In INR) (Per year rates must be valid for a period of 2 years post 5 years warranty.) [This cost should be at least 10% of the unit cost of ePRM. In case AMC cost per year is less than 10% the bid shall be rejected]		
3.	Cost of additional adaptor		
GTV= 0.97 X Unit Cost of Item 1 + 0.02 X Unit Cost of item 2 + 0.01 X Unit Cost of item 3			

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

(Self-certification in company's letterhead)

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

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

OR

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

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

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm:

Date:

Place:

ANNEXURE 10 - ENCLOSURE CHECK LIST

Enclosure Checklist

(To be submitted properly numbered and indexed along with signatures of the authorized representative of quoting vendors)

S. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
1	Information as per Annexure 4: Eligibility Criteria		
2	Information as per SERVICE LEVEL AGREEMENT		
3	Authorization letter for submission of quotation by the authorized signatory (with signature duly attested by the Company's HR / Finance Head / Partner / CEO) on a stamp paper. Proof of Authorised Signatory in the form of Power of Attorney / Board Resolution		
4	All Annexures <ul style="list-style-type: none"> • Annexure - 1 • Annexure - 2 • . • . • Annexure - 15 		
5	Details of H/w, S/w, etc. proposed to be deployed at user site for execution of job.		
6	No. of days required to start work after empanelment (Must not be more than 60)		
7	Information on future planned upgrade path and compatible products along with anticipated time frame.		
8	List of important installation site having same system as quoted in the technical bid.		
9	Certificate to the effect that the offered/quoted system conform to the RFE specification		
10	Any other document which the vendor may feel necessary to support the product/bid as per ANNEXURE 5		
11	Declaration by the bidder that no foreign national shall be called in the facility without prior permission.		
12	Self-certified List of employees on roll		
13	Declaration by the bidder that they have not been blacklisted by any Government Authority / Public Undertakings from dealing with them		
Total No. of Pages in the bid, all sequentially numbered			

ANNEXURE-11: SITE NOT READY CERTIFICATE (SNR)

In case of a site being not ready to start work as per the empanelment terms & conditions or short supply of equipment's etc following certificate will need to be obtained by the vendor from the location.

SITE NOT READY (SNR) CERTIFICATE		
1	Name of State	
2	Location / Place	
3	Work Order No. and Date	
4	Project No (If any)	
5	Name of the Equipment	
6	Name of Vendor	
7	Date of Delivery	
8	Date of 1 st Visit	
9	Site Not Ready, Reason	
10	Tentative Date of Site being Ready for Installation	
11	Contact detail of vendor for getting equipment installed, if site gets ready	
12	Certificate	There is no delay on the part of vendor in getting the equipment installed.

(With official Seal)

Name: _____

Signature : _____

Designation: _____

Department: _____

Date:-_____

ANNEXURE 12 - SUPPORT REQUIRED

1. The vendor shall have required support system at major locations in India. The resource should be available as and when required at the time of any issue or nonfunctional condition.
2. Maintain SLA as per RFE

Support Infrastructure Available with Bidder/Authorized Partner:

S. No.	Location	Own/ Franchisee Support Centre	Address of support centre	Phone number of Person-in-charge	Email of Person-in-charge	Size of Manpower
1	Delhi					
2	Mumbai					
3	Kolkata					
4	Chennai					
5	Bangalore					
6	Hyderabad					
7	Cochin					
8	Goa					
9	Lucknow					
10	Amritsar					
11	Guwahati					
12	Ahmedabad					

ANNEXURE 13 - SECURITY DEPOSIT FOR EMPANELMENT (INCLUDING e-BG)

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

In consideration of the National Informatics Centre Services Incorporated (NICSI), _____ at _____ (hereinafter called NICSI) having stipulated furnishing the security deposit in the form of Bank Guarantee (including e-BG) under the terms and conditions of the Letter of Award No. _____, dated _____ made between NICSI and M/s _____ (hereinafter called the Bidder/SI) to undertake Empanelment for the procurement of e-Passport Readers for NICSI (hereinafter called the 'contract') for the due performance and fulfilment by the said Bidder/SI of the terms and conditions and obligations contained in the said contract, we **<Bank Name>**, (hereinafter referred to as 'the Bank') at the request of M/s **<Bidder Name>** do hereby undertake to pay on demand by NICSI an amount not exceeding **<value in figures and words>**.

We, **<Bank Name>** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NICSI. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding **<value in figures and words>**.

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

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

We, **<Bank Name>** further agree that the guarantee herein contained shall remain in full force and effect during the period that shall be taken for the performance of the said contract and for a period of 48 months from the date of issue of this Guarantee and that it shall continue to be enforceable till all the dues of NICSI under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till NICSI certifies that the terms and conditions of the said contract/RFE have been fully and properly carried out by said bidder/SI and accordingly, discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before **<Date>** (48 months to be indicated) we shall be discharged from all liability under this guarantee thereafter.

We, **<Bank Name>** further agree with NICSI that NICSI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said bidder/SI from time to time or to postpone for any time or from time to time any of the powers exercisable by NICSI against the said bidder/SI and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder/SI or for any forbearance, act or commission on the part of NICSI or any indulgence by NICSI to the said bidder/SI or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee shall not be discharged due to the change in the Constitution of the Bank or the bidder/SI.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, **<Bank Name>** lastly undertake not to revoke this guarantee during its currency except with the previous consent of NICSI in writing.

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.....

NOTES:

1. *The Security deposit (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 issuing branch.*

ANNEXURE 14 – Manufacturers'/Producers' Authorization Form for ePRM

Date:

To,

The Managing Director

Tender Division,

National Informatics Centre Services Inc.,

Hall No. 2 & 3, 6th Floor, 15 NBCC Tower

Bhikaji Cama Place, New delhi-110066

Sir,

Ref: Your RFE Ref: [*] dated [*]

We who are established and reputable manufacturers / producers of _____ having factories / development facilities at (address of factory / facility) do hereby authorize M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty of our proposed ePRMs and consumables offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

a) Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

b) in the event of termination of production of such Products:

i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the NICSI / User to procure needed requirements; and

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

ANNEXURE-15: SELF-DECLARATION

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

To

The Managing Director,

National Informatics Centre Services Incorporated (NICSI)

1st Floor, NBCC Tower,

Bhikaji Cama Place, New Delhi-110066

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

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

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

Thanking you,

Name of the Bidder:

Authorised Signatory:

Seal of the Organization:

Date:

Place:

Annexure-16: INSTALLATION CERTIFICATE

(To be issued by the User Department upon successful installation of e-Passport Reader)

S. No.	Particulars	Details
1.	Name of the Department	
2.	Name of the Site/Location	
3.	Address of Installation Site	
4.	Work Order/PO No. & Date	
5.	Item Installed (Make/Model)	
6.	Serial Number of Equipment	
7.	Date of Delivery	
8.	Date of Installation	
9.	Installation Status	<ul style="list-style-type: none">• Successfully Installed OR <ul style="list-style-type: none">• Not Installed (Provide Remarks)
10.	Remarks (if any)	

Certified that the equipment has been installed and made operational at the above-mentioned site.

Name & Designation of User Department Representative	Signature with Seal	Date
--	---------------------	------

Name & Designation of Vendor's Representative	Signature with Seal	Date
---	---------------------	------