

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-03-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-03-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Electronics And Information Technology
विभाग का नाम/Department Name	Department Of Electronics And Information Technology
संगठन का नाम/Organisation Name	National Informatics Centre Services Incorporated (nicsi)
कार्यालय का नाम/Office Name	Hall No. 2 & 3, 6th Floor, Nbcc Tower-15, Bhikaji Cama Place, New Delhi-110066
वस्तु श्रेणी /Item Category	Financial Audit Services - As per RFP; CA Firm
अनुबंध अवधि /Contract Period	3 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

**बिड विवरण/Bid Details**

ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to <b>buyer</b>	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical <b>Clarifications during technical evaluation</b>	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

National Informatics Centre Services Inc.  
Hall No. 2 & 3, 6th Floor, Nbcc Tower-15, Bhikaji Cama Place, New Delhi-110066, Department of Electronics and Information Technology, National Informatics Centre Services Incorporated (NICSI), Ministry of Electronics and Information Technology  
(Nicsi)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

#### Financial Audit Services - As Per RFP; CA Firm ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Work	As per RFP
Type of Financial Audit Partner	CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	As per RFP
Type of Industries/Functions	As per RFP
Frequency of Progress Report	As per RFP
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per RFP
State	NA
District	NA
<b>एडऑन /Addon(s)</b>	
Post Financial Audit Support	NA

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents****प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Mahesh Kumar	110066,First Floor, NBCC Tower, NICSI Office, Bhikaji Cama Place	Project / Lumpsum Based	N/A

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**3. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**4. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**5. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. NICSI Bank Account details for ePBG/PBG/Security Deposit:

- (i) Name of Company : National Informatics Centre Services Inc.
- (ii) Bank A/c No. : 100242623620
- (iii) RTGS/NEFT Branch Code : INDB0001555
- (iv) Name of Bank : Indusind Bank
- (v) Branch Name : Africa Avenue Safdarjung, New Delhi
- (vi) Account Type : Saving

2. As a compliance and acceptance to the Buyer added ATC, bidder is advised to submit the same on their letter head duly signed by their Competent Authority and company Stamp.

3. Successful bidder shall ensure that GeM Contract number is mentioned in the PBG.

#### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

## **NATIONALINFORMATICS CENTRESERVICES INC.**

**NBCC Building, Tower 15, 1st Floor, Bhikaji  
Cama Place,  
New Delhi-110066 India  
Telephone: +911122900525/534/535, Fax: +911126105212**

### **Request for Proposal For Hiring of Services of a CA firm and an Internal Auditor for NICS I**



**1<sup>st</sup>FLOOR, NBCCTOWER,  
15BHIKAJICAMAPLACE, NEW  
DELHI - 110066.  
TEL-22900525,534/535, FAX-26105212**

## Disclaimer

The sole objective of this document (the Request for Proposal or the RFP) is to solicit proposals/ 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 NICS I or any of their employees, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed.

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

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

NICS I Representatives, its employees 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 RFP Document.

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

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## 1 About NICS

The National Informatics Centre Services Inc. (NICS) a section 8 Company of National Informatics Centre, under Companies Act, 2013, Ministry of Electronics & Information Technology, Government of India was setup in 1995 to provide services for e-Governance projects to the government organizations.

### **Main Objectives:**

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

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

## 2 SCOPE OF WORK

- 2.1. This tender is an attempt to hire a Chartered Accountancy (CA) firm as Internal Auditor to NICS for providing an independent Audit/Review of account works of NICS professionally.
- 2.2. The scope of work for the internal auditor has been given in detail in ANNEXURE 7 - DETAILED SCOPE OF WORK.
- 2.3. The empanelled firm will conduct the internal audit from the first (3rd) Quarter of the year 2025-26.
- 2.4. The audit work shall be undertaken at NICS premises only. No documents in any form shall be taken out of NICS building for any reason, whatsoever.
- 2.5. NICS can add or amend the scope of work given at ANNEXURE 7 - DETAILED SCOPE OF WORK to meet the audit requirements as per the GOI rules on the subject. The firm shall also advise NICS from time to time on the procedural aspects in order to bring in efficiency in its work and audit, thereof.

## 3 EMPANELMENT TERMS

- 3.1 NICSImustemployone(01)vendorasanInternalAuditorforaperiodoftwo(02)years.
- 3.2 NICSImustreserve the right to terminate the empanelment of the firm followed by providing 30 days written notice at any time without assigning any reason thereof.
- 3.3 The empanelled firm must maintain absolute secrecy and confidentiality about any matter related to NICSIA/C or officials.
- 3.4 The empanelled firm shall not, without NICSIs prior written consent, disclose the Contract/work order, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of NICSIn connection therewith, to any person other than a person employed by the Firm during performance of the Contract/work order.

as far as it may be necessary for purposes of such performance.

- 3.5 The empanelment under this tender is not assignable by the empanelled CA firm. The empanelled firm shall not assign its contractual authority to any other third party (**No consortiums allowed**). The empanelled firm should not assign or sublet the empanelment or any part of it to any other firm in any form. If found doing so, shall result in termination of empanelment and forfeiture of Security Deposit.
- 3.6 In case the empanelled firm is found in breach of any condition(s) of tender at any stage during the course of matters, the legal action as per rules/laws, shall be initiated against the firm and Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years, for further dealings with NICSIn and Government of India tenders.
- 3.7 A firm can only be appointed to one of the following works: Maintenance of NICSIAccounts, Internal Auditor of NICSIn, and Tax Consultant of NICSIn. If it is discovered/observed during assessment that the vendor has already been empaneled / chosen in either of the aforementioned works, its application in the other tender shall be declared cancelled.

#### **4 CRITERIA FOR EVALUATION**

The bidder must furnish all the necessary and supporting documents to establish their eligibility (indicating the page number in the bid for each of the items given in Eligibility Criteria). If a bid is not accompanied by all the necessary documents, it will be summarily rejected.

##### **4.1 Eligibility Criteria**

A duly constituted **Technical Evaluation Committee (TEC)** will assess bidders on the basis of eligibility response submitted against eligibility requirements as mentioned in the tender document **ANNEXURE 4 - ELIGIBILITY CRITERIA**.

##### **4.2 Financial Evaluation Criteria**

The Financial Bids of only eligibility qualified bidders will be opened electronically in the presence of their representatives on a specified date and time duly notified. The financial bids will then be passed on to a duly constituted **Financial Evaluation Committee (FEC)** for evaluation. Bidders need to submit the financial bid as mentioned in the **ANNEXURE 6 - DETAILED FINANCIAL BID** of the tender document.

#### **5 BIDDING PROCESS**

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

##### **5.1 Availability of Tender Documents**

- i. The tender document is available at GeMP Portal at site <https://gem.gov.in/>

- ii. Prospective bidders desirous of participating in this tender 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 RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP 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 GeM Portal at site <https://gem.gov.in/>

## 5.2 Pre-Bid Meeting

- i. NICSI shall hold a pre bid meeting with the prospective bidders as per the schedule provided in **GeM Portal**. Queries received from the bidders regarding bidding conditions, bidding process, item specifications, evaluation criteria, etc., in writing, or over email (**in an excel file**), **up till two days prior to the pre bid meeting**, shall be addressed. The queries can be sent to NICSI through email at [gem1-nicsi@nicsi.nic.in](mailto:gem1-nicsi@nicsi.nic.in)
- ii. **Only those pre-bid queries which are received in the following prescribed format shall be entertained:**

Company name		M/s.....		
S. No.	Relevant Section/ Annexure of RFP	RFPPageNo.	Relevant Content from RFP	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 Video Conference. All interested prospective bidders (one authorized representative) may participate in the pre-bid meeting.
- v. To join the Pre-bid through video conference, interested bidders are required to provide following details on email id at "[gem1-nicsi@nicsi.nic.in](mailto:gem1-nicsi@nicsi.nic.in)" **two days before the schedule pre-bid meeting date**. The joining link/credentials will be shared over the email provided by the bidder.

Name of the company: M/s \_\_\_\_\_  
 Name of the authorised representatives to attend VC: \_\_\_\_\_  
 Email Id of the representative: \_\_\_\_\_  
 Contact No. of representative: \_\_\_\_\_

It is the responsibility of the prospective bidder to have appropriate environment/connectivity for smooth participation.

## 5.3 Bidding Cost

The bidder shall bear all costs associated with the preparation and submission of their bid proposals. NICSI will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process

## 5.4 Right to Terminate the Process

Notwithstanding anything contained in this RFP, NICS reserves the right to accept or reject any proposal, or to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by NICS.

NICS makes no commitments, express or implied, that this process will result in a business transaction with anyone.

### 5.5 Acceptance of part/whole bid/modification-Right thereof

NICS reserves the right to accept or reject bid offer, or modify the criteria/ quantities/ requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained.

## 6 BID SUBMISSION

- i. Bidders shall adhere to the timelines as mentioned in Portal. No bid shall be accepted post the deadline as mentioned in the schedule.
- ii. Bids submitted in Online will be only considered for the tender opening process and further evaluation.
- iii. Incomplete bids will be rejected straightaway and will not be considered.

### 6.1 Online Bid Submission

Online bids (complete in all respect) must be uploaded on <https://gem.gov.in/> latest by the time & date mentioned in **GeM portal**.

The Online bids should be submitted as under with mentioned two packets online:

Packet Number	Documents to be uploaded	Packet File Format
Packet-1 (Technical Bid)	<p>The files should be saved in a PDF version as '<i>packet1&lt;BidderName&gt;".pdf</i></p> <ol style="list-style-type: none"> <li>1. Scanned copy of <b>Covering Letter</b> in Company Letter Head as per <b>Annexure-1: COVERING LETTER FOR BID</b> duly sealed &amp; signed (PDF)</li> <li>2. Scanned copy of <b>Bid Securing Declaration Form</b> duly sealed and signed as per the format mentioned in <b>Annexure-8: FORMAT FOR BID SECURITY DECLARATION FORM/ EARNEST MONEY DEPOSIT.</b> (PDF)</li> <li>3. Scanned copy of <b>Original Power of Attorney letter</b> in a Non-Judicial Stamp Paper of at-least Rs.100/- or <b>Board Resolution</b> in Letter Head in original in case of Registered Limited Companies or <b>Original Authorization in Letter Head</b> in case of Partnership Firm Or <b>Original Self Certificate</b> in Letter Head in case of Proprietorship naming/ indicating the person authorized to sign the bid (PDF).</li> <li>4. Scanned copy of <b>Bidder's Profile</b> as per <b>Annexure-2: Bidder's</b></li> </ol>	PDF

Packet Number	Documents to be uploaded	Packet File Format
	<p><b>profile</b> duly filled in, signed and stamped along with all supporting documents.</p> <p><b>5. Scan copy of duly filled signed and stamped Eligibility Criteria as per Annexure-4 and all the supporting/mandated documents and Annexures</b> required for eligibility criteria.</p> <p><i>Note: 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.</i></p>	
<p><b>Packet -2 (Financial Bid)</b></p>	<p>Financial Bid to be uploaded as:-</p> <ol style="list-style-type: none"> <li><b>As per BoQ: GTV Financial Bid as per Annexure-5: ABRIDGED FINANCIAL BID</b> (in .xls format) <b>And</b></li> <li><b>Detailed financial bid as per Annexure-6: Detailed Financial Bid</b> (in .pdf format). The Detailed Financial Bid scanned pdf files, then should be saved in a RAR '<i>Detailed_Fin&lt;Bidder'sName&gt;</i>'.RAR</li> </ol> <p><i>All the bids documents duly signed by the authorized signatory of the company and stamped with company seal</i></p>	<p><b>XLS &amp;R AR</b></p>

### Instructions for Online Submission

#### I. Instructions for Packet-1

- a. All the bid documents must be duly signed by the authorized signatory of the company and stamped with company seal.
- b. 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 Criteria. No relevant information/document should be left, whether listed above or not.
- c. Bidder must provide all documents mandated for bidder's profile, pre qualification criteria and for Technical evaluation criteria.
- d. All pages of the bid being submitted must be sequentially numbered by the bidder
- e. Relevant referencing shall be done by the bidder, clearly indicating all page numbers where supporting documents are provided.
- f. The document should have a Table of Contents indicating page no. where supporting document are placed. All pages in the bid document should be sequentially numbered, stamped and signed by the authorized signatory.

#### II. Instructions for Packet-2

- a. The Bidder must upload the BoQ as per the format provided on GeM portal. The bidder must adhere to terms and conditions and fill in the required details as required in BoQ.
- b. The bidder must strictly follow the prescribed format as mentioned in the detailed Financial Bids.
- c. The bidder shall quote only the GTV value in Abridged Financial Bid as derived from in Detailed Financial Bid, for which bid is being quoted.
- d. During financial opening, only the Abridged Financial Bid shall be opened for determining the L1 bidder based on the GTV value.
- e. Any other itemized financial details mentioned in the Abridged Financial Bid may lead to rejection of the bid.
- f. All the bid documents should be duly signed by the authorized signatory of the company and stamped with company seal.

## 6.2 Validity of Bids

The bids shall be valid for a period of not less than 180 days from the last date of bid submission. A proposal valid for a shorter period shall be rejected as nonresponsive.

## 6.3 Bid Security Deposit Form/Earnest Money Deposit Declaration

- 6.3.1. The Bidders shall submit "Bid Security Deposit Declaration Form" as per the format mentioned in Annexure-8: FORMAT FOR BID SECURITY DECLARATION FORM/EARNEST MONEY DEPOSIT through uploaded onto the GeM Portal as per bid submission section. The bids without Bid Security Deposit Declaration Form in the prescribed format as mentioned above, will be summarily rejected.
- 6.3.3. In case the Bid Securing Declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.

## 6.4 Non-Responsive Proposals

A proposal may be construed as a non-responsive proposal and ineligible for consideration:

- 6.4.1. If a bid contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers
- 6.4.2. If it does not comply with the terms & conditions, requirements of this RFP and corrigendum published prior to the last date of bid submission.
- 6.4.3. If the eligibility or commercial proposal of the bidder does not adhere to the Bid Requirements of this RFP, the bid shall be declared as non-responsive and will not be evaluated further,

## 6.5 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NICS I must be 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 in English shall govern. Information supplied in another language without proper translation shall be rejected.

#### **6.6 RightstothecontentoftheBid**

NICSI is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts/consultants engaged in the evaluation of bid responses and can do so without compensation to the bidders. NICSI shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

#### **6.7 GeneralInstructions**

6.7.1. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. NICSI will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements as outlined in this RFP.

6.7.2. Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances.

### **7 BIDEVALUATIONPROCESS:**

- 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 tender, 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 Tender 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. 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 tender document are not acceptable to the bidder, the bid shall be summarily rejected.

## 7.1 BidOpeningSessions

- 7.1.1. Total transparency will be observed while opening the proposals/bids.
- 7.1.2. NICS reserves the rights at all times to postpone or cancel a scheduled bid opening.
- 7.1.3. One authorized representative of each of the bidders would be permitted to be present at the time of opening of bids as per schedule.
- 7.1.4. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NICS, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, NICS shall go ahead and open the bid of the bidders.
- 7.1.5. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

## 7.2 OverallEvaluationProcess

- 7.2.1. Eligibility criteria evaluation will be done by a Technical Evaluation Committee(TEC) and Commercial Proposal will be evaluated by a Financial Evaluation Committee (FEC) against the Eligibility and Financial Criteria respectively and any other requirements as laid down in the RFP.
- 7.2.2. NICS I may seek inputs from their professional, external experts, external consultants in the evaluation process.
- 7.2.3. The Commercial bids of qualified bidders will then be opened and evaluated to determine L1.
- 7.2.4. NICS I may seek any specific clarifications on already submitted document(s) to meet the tender requirement during any evaluation stage. Bidder has to respond to such queries within stipulated timeframe as provided during official communication.
- 7.2.5. If the bidder fails to respond, within the stipulated time period or the clarification(s)/documents submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification(s)/document(s) and the bid will be summarily rejected
- 7.2.6. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid.
- 7.2.7. **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 or any such matter, NICS I may invite response(s) in writing.

### 7.3 Financial Proposal Evaluation

- 7.3.1. The financial bids of only qualified/ eligible bidders will be opened in the presence of their representatives, should they choose to attend the financial bid opening at the date and time as notified by NICS I
- 7.3.2. Criteria for deciding L1 bidder
  - 7.3.2.1. Only Grand Total Value (GTV) shall form the basis for the determination of the L1 bidder.
  - 7.3.2.2. If any bidder quotes zero/ null or failed to quote in any of the constituent items in the detailed cost breakup, its bid will be rejected and EMD/ Security Deposit will be forfeited. Such bids will not be considered for any further evaluation.
  - 7.3.2.3. In case more than one bidder quotes the same value of GTV then the bidder having maximum total turnover as per eligibility criteria will be reckoned as L1.
  - 7.3.2.4. In case any selected L1 bidder refuses to sign empanelment within the time frame given by NICS I, the offer would be treated as withdrawn and the bidder's EMD/ Security Deposit will be forfeited and L2, L3 ... Ln bidder shall be asked to match the L1 rates in the order of lowest GTV respectively, to become eligible for empanelment process.
  - 7.3.2.5. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to NICS I. All corrections, if any, should be initialled by the person signing the proposal form before submission failing which the figures for such items may not be considered.
  - 7.3.2.6. The rates quoted by L1 bidder in Financial Bids shall be accepted as the tender rates.
- 7.3.3. The final rates submitted by the bidders must be in Indian Currency (INR) only and all the payment shall be made by NICS I in Indian currency only.
- 7.3.4. Bidders must indicate their rates in clear/ visible figures.
- 7.3.5. The bidder must avoid any error while quoting prices for the requirement as per the format given in ANNEXURE 5 (ABRIDGED FINANCIAL BIT) & ANNEXURE-6

(DETAILED FINANCIAL BID TEMPLATE). If any discrepancy is found in the bid, it will be rejected.

- 7.3.6. The evaluation of the financial bids shall be done in the manner as described herein-under:
- 7.3.6.1. The Financial Bids of only technically qualified bidders will be opened electronically in the presence of their representatives on a specified date and time duly notified. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.
  - 7.3.6.2. The lowest quoted (LQ) bidder will be the bidder with the lowest gross total value (GTV) among all the quoted eligible GTV in the abridged financial bid.
  - 7.3.6.3. The detailed financial bid as per annexure 6 of only LQ1 bidder shall be opened and evaluated by FEC. If any discrepancy is found in the detailed financial bid of LQ1, it will be rejected and the opportunity will be given to the next lowest quoted bidder (LQ2). If LQ2 having the discrepancy in this detailed financial bid then the opportunity will be passed on to LQ3, LQ4, ..... so on till the finalization of successful L1 bidder.
  - 7.3.6.4. L1 is the bidder quoting least value of GTV = X calculated as per format given in DETAILED FINANCIAL BID TEMPLATE.
  - 7.3.6.5. The bidders must clearly mention the Total Price against each line item mentioned in their financial bid. Quoting zero (0) value of an item with a view to subverting the tender process shall be rejected straight away and execution of bid securing declaration of such bidders.
  - 7.3.6.6. If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.
  - 7.3.6.7. If there is only one bid, NICSI reserves the right to process the single bid or take recourse to the process of retendering.
  - 7.3.6.8. Arithmetical error will be rectified on the following basis. If there is a discrepancy in the unit price and the total price that is obtained by multiplying the unit price with the quantity/weightage, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and bid securing declaration will be executed.
  - 7.3.6.9. In case L1 bidder refuses to match its own quoted L1 price, it will result in the execution of its bid securing declaration and will be debarred for the duration of minimum 01 Year from participation in any of the NICSI/NIC tenders.
  - 7.3.6.10. In case the successful bidder has failed to quote for all the items his bid will be rejected and Bid Securing Declaration / Security Deposit will be forfeited.
  - 7.3.6.11. If the bid of the successful bidder is rejected for any reason mentioned above, the opportunity will be given to the next lowest bidder to match LQ1 rates for empanelment and if agreed to, his financial bid will be processed for empanelment.
  - 7.3.6.12. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NICSI can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

## 8 SECURITY DEPOSIT

- 8.1. All incidental charges whatsoever such as premium; commission etc. with respect to the Security Deposit shall be borne by the bidder. The security deposit may be discharged/ returned by NICS I upon being satisfied that there has been due performance of the obligations of the bidder under the empanelment/work orders. However, no interest shall be payable on the security deposit or the performance bank guarantee.
- 8.2. All the successful vendors empanelled against this tender, irrespective of their registration status etc., have to furnish a Security Deposit of amount INR 1,00,000/- (One Lakh) in the form of a Bank Guarantee from a Nationalized/Scheduled Commercial Bank in favour of NICS I and payable at New Delhi.
- 8.3. The Security Deposit should be furnished within 15 days from the issuance of Letter of Empanelment and should be valid till the entire term of the empanelment with an additional period of three (3) months after the completion of term of empanelment (i.e. Empanelment period + 90 days). In case the duration of the empanelment is extended by NICS I then the empanelled firm will have to extend the Security Deposit/Bank Guarantee by that period.
- 8.4. EMD/Bid security would be refunded to the successful bidder on receipt of Security Deposit.

## 9 PERFORMANCE BANK GUARANTEE

- 9.1. The selected bidder is required to ensure submission of Performance Bank Guarantee (PBG) equivalent to 3% (Three Percent) of the Work Order value issued by NICS I, as per the Office Memorandum dated 12.11.2020 issued by Ministry of Finance including any amendment, time to time.
- 9.2. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICS I), New Delhi.
- 9.3. The Performance Bank Guarantee should remain valid for a period of 60 (Sixty days) beyond the date of completion of all contractual obligations of the supplier for that project.
- 9.4. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- 9.5. Empanelled vendors shall be required to give PBG as per the following timelines (For work related to Manpower mode, HDM and Project Mode). For projects duration between 0-6 months, PBG should be submitted within 15 working days of issuance of PO by NICS I and for projects duration greater than 6 months, PBG should be submitted within 30 working days of issuance of PO by NICS I.
- 9.6. 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/default with a Maximum penalty capping of 10% of PO value.
- 9.7. In the event, where a WO is released by NICS I for project renewal or a fresh WO is released, the bidder shall ensure extension / submission of PBG (in the form of Empanelment Security Deposit) within 15 days of issuance of the WO.
- 9.8. The successful bidder has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.

- 9.9. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- 9.10. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- 9.11. NICS I will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the work orders and thereafter the empanelment will be cancelled.

## **10 GENERAL TERMS AND CONDITIONS**

- 10.1. The empanelled firm should not use NICS I 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 NICS I Tender for at least three years.
- 10.2. The decision of NICS I arrived during the various stages of the evaluation of the bids is final & binding on all bidders.
- 10.3. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected.
- 10.4. NICS I will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
- 10.5. The empanelled firm will not outsource the work to any other Firm under any circumstances. If it so happens then NICS I will impose sanctions which will include: forfeiture of the security deposit, termination of the contract for default and bidder will be blacklisted for three (3) years for participating in any tender of NICS I.
- 10.6. NICS I, may, by sending written notice to the empanelled bidder; can 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 NICS I'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. NICS I reserves the right to cancel the remaining part and pay to the selected vendor the amount for partially completed Services.
- 10.7. All bidders/empanelled agencies agree with NICS I for honouring all aspects of fair trade practices in executing the work orders placed by NICS I.
- 10.8. In the event of an empanelled company or the concerned division of the company being taken over/bought over by another company, it shall be ensured that all the obligations and execution responsibilities under the agreement with the NIC/NICS I, are passed on for compliance by the new company in the negotiation for their transfer.
- 10.9. In case empanelled vendor is found in breach of any condition(s) of tender or work order, at any stage during the course of service, appropriate legal 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 NIC/NICS I.

## **11 TERMINATION OF CONTRACT**

NICSI may, terminate this Contract by giving the empanelled firm a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- i. NICSI is of the opinion that there has been such event of default on the part of the empanelled firm which would make it proper and necessary to terminate this Contract and may include failure on the part of the empanelled firm to respect any of its commitments with regard to any part of its obligations under this Contract.
- ii. The empanelled firm has failed to commence the provision of Services, or has without any lawful reason under these conditions suspended the work for 30 consecutive days.
- iii. In the event of the quality of services as per the Scope of Work under the Contract with NICSI not found acceptable by NICSI
- iv. The empanelled firm has neglected or failed to observe and perform all or any of the terms, acts, matters or things under this Contract to be observed and performed by it.
- v. The empanelled firm has acted in any manner to the detrimental of NICSI's, interest, reputation, dignity, name or prestige.
- vi. The empanelled firm has been declared insolvent/bankrupt.

#### 11.1 Consequences of Termination

- i. NICSI will have the right to carry out the unexecuted portion of work either by itself or through selecting other Empanelled Firm.
- ii. In the event of termination of this Contract, NICSI will impose any such obligations and conditions to ensure an efficient transition and effective business continuity which the empanelled firm shall be obliged to comply with.
- iii. In the event that the termination of this Contract due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by NICSI, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the empanelled firm, the empanelled firm herein shall be obliged to provide all such assistance to the successor or any other person as may be required by NICSI.
- iv. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the empanelled firm or due to the fact that the survival of the empanelled firm as an independent corporate entity is threatened/has ceased, NICSI shall pay the empanelled firm for that part of the Services which have been authorized by NICSI and satisfactorily performed by the empanelled firm up to the date of termination. Without prejudice any other rights, NICSI may retain such amounts from the payment due and payable by NICSI to the empanelled firm as it may be required to offset any losses caused to NICSI as a result of any act/omissions of the empanelled firm.
- v. NICSI will take possession of the works and all deliverables of the empanelled firm and use or employ the same for completion of the work or employ any other empanelled firm or other person or persons to complete the works. The empanelled firm shall not in any way object or interrupt or do any act, matter or

thing to prevent or hinder such actions, other Empanelled Agencies or other persons employed for completing and finishing or using such deliverables.

- vi. When the Contract is terminated by NICS I for all or any of the reasons mentioned above, the empanelled firm shall not have any right to claim compensation on account of such termination.

## 12 AWARD OF WORK

- 12.1. On written communication from NICS I for having qualified for empanelment, the bidder will sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited. NICS I reserves the right to extend the offer to the next eligible bidder.
- 12.2. Work will be awarded as per NICS I T & Cs.

## 13 PAYMENT TERMS

- 13.1 The Payments to the firm will be made quarterly after submission and acceptance of the audit report for that quarter.
- 13.2 The firm has to submit Pre-receipted bills in triplicate at the end of each quarter. Payment will be made within 30 days of submission of completed documents along with the bill.
- 13.3 Payments shall be subject to deduction of any amount for which the firm is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and any other taxes. All payments will be made with NEFT/RTGS Only.

## 14 CONFIDENTIALITY AND SECURITY

- 14.1. The empanelled firm and their personnel will not, either during the term or after expiration of the empanelment agreement, disclose any proprietary or confidential information relating to the services, contract or business or operations of NICS I or its clients.
- 14.2. The selected firms will not, without NICS I's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of NICS I in connection therewith, to any person other than a person employed by the firm in the performance of the contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.
- 14.3. The empanelled firm will ensure that no information about the software, hardware and database, the policies of NICS I is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.

## 15 INDEMNITY

- 15.1 The empanelled firm shall indemnify NICS I from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - a. Any negligence or wrongful act or omission by the empanelled firm or any third party associated with empanelled firm in connection with or incidental to this Contract or;

- b. Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof

- 15.2 NICS I stands indemnified by empanelled firm against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.
- 15.3 NICS I stands indemnified from any employment claims that the hired manpower / empanelled firm's manpower may opt to have towards the discharge of their duties in the fulfilment of the work rendered under the agreement.
- 15.4 NICS I stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the empanelled firm's manpower while discharging their duty towards fulfilment of the empanelment/ work orders/purchase orders caused by the negligence or wilful misconduct of the empanelled firm or its agents and representatives.

## 16 DISPUTE RESOLUTION

The Bidder and NICS I shall endeavour their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the empanelment.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Department of Information Technology, Government of India.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement/Empanelment notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## 17 APPLICABLE LAW

The empanelment/work-order(s) 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. All disputes in this connection shall be settled in Delhi jurisdiction only.

## 18 Annexure

*The Annexure are given in the following pages.*

**ANNEXURE1- COVERINGLETTER**

&lt;Tobesubmittedontheletterheadofthebidder&gt;

&lt;Place&gt;

&lt;Date&gt;

To  
 TheManagingDirector,  
 NationalInformaticsCentreServicesIncorporated(NICSI)  
 1stFloor, NBCC Tower,  
 15BhikajiCamaPlace,  
 New Delhi-110066

Subject:SubmissionofBidforEmpanelmentofTenderNo..... Dear

Sir,

ThisistonotifythatourcompanyissubmittingtechnicalbidinresponsetoTenderNo

<.....TenderNo.....>for<.....NameoftheTender.....>.Primary&Secondarycontact  
 forourcompanyareasfollows:

<M/sCompany Name>	PrimaryContact	SecondaryContact
<b>Name</b>		
<b>Title</b>		
<b>Address</b>		
<b>Phone</b>		
<b>Mobile</b>		
<b>Fax</b>		
<b>E-mail</b>		

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 support services as per the scope and requirements of the tender document:

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

We have enclosed the Bid securing declaration form as per the tender Conditions. It is liable to be executed in accordance with the provisions of tender document.

**Deviations:**

We declare that all the services shall be performed strictly in compliance with the Tender Document. Further, we agree additional conditions, if any, found in the bid documents, other than those stated in the tender 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 tender 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 NICS I 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 NICS I 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 favors 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 NICS I.

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:

## ANNEXURE2- BIDDERS' SPROFILE

<OnCompany'sLetterHead>

### Bidder'sProfile

Name of the Bidder (in CAPITAL letters only): \_\_\_\_\_

Date of Incorporation in India as: \_\_\_\_\_

Registration No: \_\_\_\_\_ Complete

Address with PIN: \_\_\_\_\_

<b>ContactPersonName:</b>						
<b>Designation:</b>						
<b>Telephone:</b>						
<b>Fax:</b>						
<b>E-mail:</b>						
<b>Goods&amp;ServiceTaxNo. (GSTN)</b>						
<b>WhetherBidderisMicro/Small Enterprise: (Yes/No)</b> <i>(ifYes,pleaseattachUdyam Registration</i>			If yes, a)TypeofEnterprise: _____			
<b>WhetherBidderisDPIITRecognised Start-up Enterprise: (Yes/No)</b>			ifYes, EnterDIPP No.			
<b>PANNo.:</b>						
<b>ISO Certification(s):</b>						
<b>CMMICertification:</b>						
<b>TotalNumberofemployees</b>						
<b>AnnualTurnover(inINRCrores)of any three FYs</b>	2019-20	2020-21	2021-22	2022-23	2023-2024	Average Turnover
• FromAuditrelatedservices						
<b>WhetherBidderisblacklisted:(Yes/No)</b>						
<b>WhetheranyLitigationArbitration/proceeding: (Yes/No)</b>						

*Note:Copiesofthesupportingdocumentsshouldbeattachedalongwiththeproposal.*

Signature(BidderSeal) In

the capacity of

Dulyauthorizedtosignproposalsforandonbehalfof:

**ANNEXURE3-FORMATFORCV(WITHSELF CERTIFICATIONAT BOTTOM)**

1.	<b>NameoftheStaff</b>				
2.	<b>CurrentDesignation</b>				
3.	<b>Responsibilitiesinthe firm</b>				
4.	<b>Dateof Birth</b>				
5.	<b>Education</b>	Degree/Diploma,College,University,YearofPassing			
6.	<b>LanguageProficiency</b>	<b>Language</b>	<b>Reading</b>	<b>Writing</b>	<b>Speaking</b>
7.	<b>Total no. of Work Experienceinyears</b>				
8.	<b>KeyAchievements</b>				
9.	Highlightsoftherelevantassignmentshandheldandsignificantaccomplishments (Usefollowingformatforeachassignment)				
	<b>Nameofthe Assignment</b>				
	<b>Year</b>				
	<b>Location</b>				
	<b>PositionHeld</b>				
	<b>ActivitiesPerformed/ Accomplishments:</b>				

Iherebydeclarethatallinformationgivenaboveistrueinnatureandarebasedonreal facts.

**Name**

**Designation**

**Signature,Seal**

## ANNEXURE4- ELIGIBILITYCRITERIA

Agency participating in the empanelment process shall possess the following minimum eligibility criteria:

Agency Name: \_\_\_\_\_

Tender \_\_\_\_\_ Name: \_\_\_\_\_

Tender No.: \_\_\_\_\_

Requirement	Specific Requirement	Documents Required	Compliance (Yes or No) with relevant Page no. (To be filled by bidder)
<b>Appropriate Entity</b>	The bidder 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 (LLP) registered under the Limited Liability Partnership Act, 2008 or Proprietary firm with their registered office and address mentioned on the certificate of incorporation in Delhi/NCR only.	1.) Copy of Certificate of Incorporation.	
		2.) Attested copies of Articles of Association (in case of Registered firm), Bye laws and Certificates for Registration (in case of registered Societies), partnership deed (in case of partnership firm) etc. as applicable needs to be provided.	
<b>Registration</b>	Bidder should have a valid registration with The Institute of Chartered Accountants of India (ICAI) in India	Copy of Registration Certificate.	
<b>Turnover</b>	Bidder should have average annual turnover of INR 1,50,00,000 (One Crore Fifty Lakh) from Audit Services in India for any 3 out of last 5 FY (FY 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24).	Statutory Auditor (CA) Certificate.	
<b>Consortiums</b>	Consortiums not allowed.	Self-Declaration certificate on organization letterhead.	
<b>Legal Entity</b>	Registered with GST Authority	GST Certificate	
	Valid PAN No.	PAN Card Copy	

<b>Auditor Relevant Experience</b>	Should have at least <b>5 (five) full-time qualified auditors</b> with the organization with at least 10 years of experience. (Only those individuals who are on the payroll of bidder firm for minimum of past One (1) Year)	Self-certified CV of CA paid employees as per format mentioned in ANNEXURE 4 - FORMAT FOR CV (WITH SELF CERTIFICATION AT BOTTOM) <b>And</b> Letter from HR department/ Authorized Signatory as	
<b>Requirement</b>	<b>Specific Requirement</b>	<b>Documents Required</b>	<b>Compliance (Yes or No) with relevant Page No. (To be filled by bidder)</b>
		per Annexure- 10	
<b>Audit Experience</b>	The firm should have satisfactorily completed statutory/ internal audit of at least 2 (Two) PSUs/ Semi-Government Organizations out of which one project should be of minimum value more than 500 Cr during any of the last five years i.e. FY 2023-24, 2022-23, 2021-22, 2020-21 and 2019-20.	<b>Declaration as per Annexure-11</b> along with Copy of Empanelment/ Work Order/ Purchase Order <b>and</b> Project completion certificate duly acknowledged by the client organisation preferably on client's Organisation letter head.	
<b>Income Tax Returns</b>	The Bidder must have filed income tax returns in last three years i.e. FY 2023-24, 2022-23 and 2021-22.	Digitally Signed Income Tax returns copies.	
<b>Blacklisting</b>	The bidders should not have been blacklisted by Government of India, any state government in India or by any multilateral agency.	A self-certified Letter.	
<b>Empanelment</b>	CAG Empanelment No.	Copy of empanelment / acknowledgement email from CAG	
<b>Office Location</b>	Should have an office in Delhi/NCR.	Copy of Address Proof.	

**ANNEXURE5- ABRIDGEDFINANCIALBID**

Name of the Bidder: \_\_\_\_\_

**Gross Total Value (GTV)**

<b>GROSSTOTALVALUE(X)</b>	Rs. .... <b>(in figures)</b>	Rs. .... ..... <b>(in words)</b>
---------------------------	---------------------------------	--

**Note:**

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

## ANNEXURE6- DETAILED FINANCIAL BID

### Bidder's Name:

S.No.	Particulars	Total Amount
	A	B
1.	<b>Internal Audit Service:</b> Quarterly Charges for the scope of internal audit works specified in this RFP.	
<b>GRAND TOTAL VALUE (GTV)</b>		<b>X</b>

**Grand Total Value (X) in figure= Rs. \_\_\_\_\_**

**Grand Total Value (X) in Words = Rupees.....**

.....

### **Authorized Signatory**

**Name**

Date:

Place

**Company Seal**

### **Important Note:**

- i) For consideration of their bids, the bidders must quote the value. The rates quoted should be as per industry standards for the prescribed experience. If bidder quoting zero, will be rejected and execution of Bid Securing Declaration.
- ii) The rates finalized will not be changed throughout the period of empanelment/extended empanelment.
- iii) Out of Pocket Expenses (OPE) for Consultants will be reimbursed on production of original documents.
- iv) GST and other taxes as applicable will be paid extra. Prices should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.
- v) Price should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.

## ANNEXURE7- DETAILEDSCOPEOFWORK

### **SCOPEOF INTERNALAUDIT AND PERIODICITY**

#### **Accounts**

Auditing, Internal Control procedures existing and required if any, compliances of the code of extant procedures, maintenance of accounts as per laid down procedures, correct accounting of credit and debit of income and expenditure, Accounting policies being followed in NICSI with reference to Accounting standards & whether adherence to accounting standards and generally accepted accounting principles has been made.

#### **Purchases**

This involves purchaseincludingimport, procedure forprocurement, verification of billswith other and final payments etc. as per General Financial Rules (GFR) and other relevant rules.

#### **Stock/StoreAudit**

This involves receipts and issues of stock/stores,maintenance of stock/stores records,slow moving stocks, physical stock taking and valuation, writing off non-saleable items. Whether adequate provision has been made for obsolescence/spares etc. in balance sheet. Procedure of identification and disposal of obsolete and surplus stores.

#### **AuditofPersonnelexpenses**

This would include audit of salary and wages, verification of personnel records, verification of benefits that the staff are entitled to, leave records, leave salary, GPF, CGEIS Contributions, etc. to NIC.

#### **StatutoryCompliance**

This would include audit and compliance of TDS, GST, Work Contract, Income Tax, Advance Tax, PF, Leave salary, GPF Contribution to NIC.

#### **Assets**

This would involve whether the date of installation and commissioning of computers have been clearly fixed by the authority.

Whether the property and assets registers are posted up to date and are reconciled with thefinancial books.

Verification of the fixed and current assets of the company, depreciation charged, procedure of identification and disposal of obsolete and surplus stores. To see whether physical verification ofthe fixed assets has been done & proper entries relating to shortage/excess of the assets & proper fixed asset register has been maintained.

#### **SalesAudit**

Thiswouldincludeauditingofalltypeofinvoices&receipts,pricing,exportbenefitsbeingavailedof, verification of exportdocuments and exportreceivables, if any.

#### **ScrutinyofLedgers**

Thiswouldincludereviewofvariousledgers,outstandingandreconciliationthereof.

#### **BankReconciliation**

Toverifyandreportonlongoutstandingentries.

#### **Debtors**

Thiswillinvolvereviewof outstandingdebtorsformore than 6months. Whether thecompanyhas a system of monitoring the timely recovery of outstanding dues& whether company is regularly following and confirmation certificate received from the debtors. To see whether adequateprovisionsforthebadanddoubtfuldebtshavebeenmade.

#### **DelegationofPowers**

Delegation of adequate powers for better financial control and decentralized processing, Accountability and clear cut responsibilities.

### **Investments**

Regularly identification of surplus funds and their investment deposit in suitable instruments, following up of Govt. guidelines in this regard. Review of cash & bank balance maintained.

### **Budget and Expenditure**

Monitoring of Budget and Expenditure and business targets.

### **Business Plan & Target**

Monitoring of business plan & targets.

### **Expenses Payable & Provision for Expenses**

Whether adequate provision have been created considering the previous year's trend & current situation.

### **PFMS**

Whether all the transactions are accounted under the related projects of PFMS as per the guidelines issued from time to time and whether records have been maintained for statutory purposes.

Verify the available balance under the PFMS is matched with the balance available in the books of accounts.

### **Advice**

Rendering formal advice as to the course of remedial action based on the findings / outcome of Audit.

### **Others**

- Whether proper compliance as per relevant Acts & Rules as may be applicable NICSI Accounts has been made and statutory records have been maintained.
- Scrutiny of major agreements entered into / to be entered into with the objectives that the interest of the company are protected.
- Whether Income Tax return is filed in time, proper calculation of advance tax, provision for Income Tax & other compliance regarding Income Tax are made.
- Further, verification of Annual Financial Audit reports before submitting to the Statutory Auditor.

The internal audit would be done quarterly at the end of each quarter and the reports should be submitted within 45 days from each quarter end in accordance with applicable law

<b>Finance, Accounts, Taxation &amp; Secretarial</b>	
1.	Cash, Bank, Journal and scrutiny of General Ledger with special emphasis on scrutinizing advances outstanding in the name of supplier, sundry debtors and staff with aging analysis.
2.	System of reconciliation with sundry debtors, creditors.
3.	Review of the reconciliation of the materials / stocks lying in stores.
4.	Bank Account reconciliation and checking of interest received from bank.
<b>Finance, Accounts, Taxation &amp; Secretarial</b>	

5.	System of advance given to employees & including authorization, clearance & pending outstanding.
6.	Fixed Assets: a) Completeness & appropriateness of fixed assets register & assets movement register including identification numbers, inter HO-Nodes transfer reconciliation with financial records, applicability of relevant accounting standard, Depreciation policy & adherence in all units. b) Physical Verification of fixed assets.
7.	Timely deduction and deposit of Income Tax and filing of required returns and forms.
8.	Timely submission of GST returns and forms.
9.	System of taking insurance coverage for equipment, inventory, building and other assets in respect to coverage & risk with status of pending claims.
10.	Review of overall working capital management, including idle balances lying in bank accounts.
11.	Review of the overall fund management.
12.	Review of action taken for recovery of bad-debts.
13.	Penalty paid on account of following, if any, mentioning the amount and reason thereof: a) Provident Fund b) Employees Insurance c) MTNL, BSNL, DoT etc. d) Tax Deduction at Source.
14.	Comments on GST Assessment covering status and amount: a) Demand raised by department b) Analysis of demand with reasons c) Future action plan.
15.	Review of the applicability of FEMA, RBI and other laws applicable to Company.
16.	Review of the different incentives to the industry given under GST and its realization.
17.	Whether proper record with reference to Company Acts such as Minutes Book, AGM Minutes Book, Statutory Returns etc. have been maintained and filed with Government bodies.

Stores	
1.	Review of records maintained for recording receipt and issue of material their completeness, accuracy and correctness.
2.	Review of system of purchase of accessories, recording consumables receipt, issues and consumables and system of taking consumables inventory, its frequency, adequacy and adherence. Physical verification and aging analysis of inventory for classifying materials into slow moving, non-moving dead items & obsolete items. System of identification of slow / non-moving / dead stock both technical and non-technical.
3.	Review of software package being used in store for recording receipt and issue of material and other goods, reports generated from it and adequacy of internal controls and checks in built in it.
Stores	

4.	Review of records maintained and authorization of cargo handling/ custom clearance charges paid for imports.
5.	Adequacy and appropriateness of system of physical verification of technical and non-technical stores.
6.	Review of items supplied to nodes, users, adequacy of transportation costs, insurance, etc.

### Costing, Budget And MIS

1.	Costing for the purpose of making quotations, records maintained for the same, their completeness, adequacy and adherence at the time of making quotations and finalization of quotations.
2.	System of calculation of actual cost and its comparison with the quoted prices.
3.	Review of various MIS reports generated for their accuracy, authenticity and
4.	System of budgetary control, approval of capital expenditure.
5.	Suggestion for control over expenditure.

### Services

1.	Segment reporting on different services viz, Manpower, training etc.
2.	Review of quality of service provided at all sites, their compatibility and comparison with respect to expenditure on their maintenance & running.
3.	Proper maintenance of installation, and commissioning reports with operations.

### Marketing

1.	Effectiveness of system for handling user's complaints and review of the record maintained for the same.
2.	System of equipment maintenance & link maintenance (if applicable), billing & collection.
3.	Compliance of times schedule committed to the user.
4.	System of invoicing, adherence of tariff revision.

### Human Resource Management & Administration

1.	Timely deduction and deposit of Employees Insurance, PF and filing of required returns.
2.	Completeness and accuracy of attendance and leave record and follow up the policies in this regard.
3.	Review of payment made to contract employees and trainees.
4.	Review of personal files of employees their adequacy and completeness.
5.	Compliance of the provisions of various Labour Laws applicable from time to time.
6.	Review of adequacy of manpower.
7.	Review the records and calculations for leaves salary encashment, pension contribution etc. for the employees on deputation.
8.	Review of proper accounting for canteen/ refreshment facility extended to employees.

### Electronic Data Processing (EDP) Auditing

1.	Review system of taking backup of various data on the network/ computer.
2.	Review steps taken by the EDP for protection of data from unauthorized access and virus.

3.	Systemsofthekeepingrecordofthesoftwaremanualforin-housedevelopedor purchasedsoftware.
4.	Reviewofthesoftwareforaccountsandstores,itsuitability,accessibilityandbackup.

### Commercial

1.	Review of accounts maintained for raising purchase requisition, identification of supplier and issue of purchase order.
2.	System and procedures for invitation of quotations, making of comparative sheet, placement of purchase order and follow-up of purchase order.
3.	Systems relating amendments and cancellation of Purchase Orders.
4.	Review of the stock holding norms their appropriateness and adherence at the time of equipment procurement.
5.	Review of validity of running contracts.

### Administration & Security

1.	Review of various AMC taken by the Company and frequency of preventive maintenance under these AMCs.
2.	Systems & frequency of preventive maintenance of various utility machines such as computers, air conditioners, projection systems, electronic equipment UPS, etc.
3.	Adequacy of records maintained by the security firm for movement of equipment.
4.	Review of records maintained for hiring of vehicles, proper maintenance of log book etc.
5.	Review of agreements & performance of housekeeping firm and their coverage under ESIC & PF and other laws as applicable.
6.	Review of the system of safety measure including placement of equipment, terms & conditions of agreement and training of usage.
7.	Review of various records & registers maintained for security & internal control e.g., EMD register, BG Register, Cheque book register etc.

### Project Auditing

1.	Review of all capital and recurring expenditure relating to various projects.
2.	System of control over expenditure in accordance with sanction.

### Other Required Auditing Activities

1.	Data Centre Services
2.	Development Centre Services
3.	Any other activity not covered in any of the above

## ANNEXURE 8 - FORMAT FOR BID SECURING DECLARATION FORM/EARNEST MONEY DEPOSIT

<On Company's Letter Head>

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser) I/We.

The undersigned, declare that:

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

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

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

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

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

**Signed:** (insert signature of person whose name and capacity are shown)

**in the capacity of** (insert legal capacity of person signing the Bid Securing Declaration)

**Name:** (insert complete name of person signing the Bid Securing Declaration)

**Duly authorized to sign the bid for an on behalf of:** (insert complete name of Bidder) Dated

on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**ANNEXURE 9 - DECLARATION-CUM-UNDERTAKING AGAINST BLACKLISTING/  
NON-BLACKLISTING**

(Self-Certification on Company's Letter Head)

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

OR

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

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

(Signature of Bidder with Seal)

Name:

Capacity in which has signed:

Name & address of the Company/ Firm:

Date:

Place:

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

**ANNEXURE 10 - FORMAT FOR UNDERTAKING FOR FULL-TIME QUALIFIED AUDITORS WITH THE ORGANIZATION**

<OnBidder'sLetterHead>

Tender No.: \_\_\_\_\_

Date: \_\_\_\_\_

I/We, Proprietor/ Partner(s)/ Director(s)/ Authorised Signatory of M/S. \_\_\_\_\_ hereby declare that the firm/ company namely M/s. \_\_\_\_\_, as on the date of bid submission, have following as our full-time qualified auditors as per the RFP terms, who are on the payroll of our firm for minimum of past One (1) Year.

Sr. No.	Name of Full-time qualified Auditors	Total Year of experience	Duration with firm (in Year)

Yours

sincerely, Authorized Signatory

Name:

Signature and Stamp of Authorized Signatory:

**ANNEXURE 11 -      FORMATFORUNDERTAKINGFORAUDIT  
EXPERIENCE**

<OnBidder'sLetterHead>

Tender No.: \_\_\_\_\_

Date: \_\_\_\_\_

I/We,Proprietor/Partner(s)/Director(s)/ AuthorisedSignatoryofM/S.\_\_\_\_\_hereby declarethatthefirm/companynamelyM/s.\_\_\_\_\_, as on the date of bid submission, are having following Audit Experience.

Details of Statutory / Internal Audits of at least 2 PSUs / Semi-Government Organizations of turnover more than Rs. 500 Crores during any of the last 5 (Five) years conducted by our firm is as below;

Sr. No.	Name of the PSU / Semi-Government Organization	Turnover(Rs. in Crores)	Audit Type	TypeofFirm (PSU/Semi-Govt.)	Yearof Audit

WorkorderandProjectCompletioncertificateoftheabovementionedaresentin thisBid. Yours

sincerely,

AuthorizedSignatory Name:

SignatureandStampofAuthorizedSignatory:

<Endof Document>