

No: 10(05)/2013-NICSI

NATIONAL INFORMATICS CENTRE SERVICES INC (NICSI)

A Government of India Enterprises under

National Informatics Centre (NIC)

Department of Electronics & Information Technology (DeitY)

Ministry of Communication & Information Technology

Government of India

**Hall No. 2 & 3, 6th Floor, NBCC Tower,
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Tender No.: NICSI/MN/ACCOUNTS/2014/09

**Tender Document for Empanelment of an Agency for
Maintenance of NICSI Accounts**

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I INTRODUCTION:

1.1 **National informatics Centre Services Incorporated (NICSI)** was set up in 1995 as a Section-25 company and is the corporate extension of National Informatics Centre (NIC) under Department of Electronics & Information Technology (DeitY), Ministry of Communications & IT, Government of India.

1.2 NICSI specializes in procurement, installation, commissioning and maintenance of the state-of-the-art ICT Products and services; Video conferencing systems and services, Computer Hardware & software along with extensive consultancy services and other ICT related services like system Integration, Application Software Development, Data Centre and Network Installations, Operations Management Service etc. at most competitive prices.

1.3 NICSI functions primarily in government domains viz. Ministries and departments of the Central/State governments and UT/district administrations all over India. NICSI used to provide its services to client's/users as separate Projects.

For the year 2013-14, NICSI's annual turnover stands at Rs: 640 Crores. The following table gives a brief snapshot of the number of Projects executed and funds received by NICSI from various government departments/institutions during the last three years:

S.No.	Year	No. of Projects executed	Turnover (in Rs. Crores)	Funds received from clients/users in crores
1	2011-12	1358	350.59	650.00
2	2012-13	1743	389.23	757.00
3	2013-14	2209	533.88	1115.00

1.4 NICSI manages its procurement and supplies of IT-hardware, software, Video-conferencing & Network equipments, hardware, software and Network installations, Application Software/Website Development, Technical Manpower outsourcing and other services through:

- a) OEM's empanelled for specific periods against open tenders for the supply of IT-hardware, Peripherals, UPS systems and other equipments.
- b) Service specific vendor empanelment against open tenders for network Installation and maintenance, provision of technical manpower for software development and training, Technical manpower outsourcing etc.
- c) Strategic Alliances/Agreements directly with the OEMs for supply of IT products, software and other services etc.

II SCOPE OF TENDER:

2.1 The tender is to select and empanel an Accounting-Firm/Agency of proven competence to manage NICSI accounts on day-to-day basis. The following is an indicative list of services that NICSI would like the empanelled Agency to render:

1. Receipt Section
2. Payment Section
3. Banking Section
4. General Accounting Section
5. Stores & Closing Section

1. Receipts: Booking of Advances

- *Issue of receipts for funds remitted by NICSI clients.*
- *Depositing & clearing of Cheques/DDs*
- *Providing status of fund availability while Issuance of PO/WO as per project manager requirement*
- *Generation of receipts*
- *Status of realization of cheques on monthly basis or as per requirement.*

2. Payments Section

- Setting up of Bill Collection Desk
- Scrutiny & settlement of Hardware, Software, Networking, Manpower Hiring and NICSI Internal bills.
- Issuance of Payment Advice.
- Raising NICSI Bills on clients for the services rendered.

3. Banking Section

- Handling of RTGS/NEFT related work
- Accounting of EMD and Security Deposits.
- Accounting of Surplus fund, FDs, Securities etc.
- Bank's reconciliation (receipts & payments)
- Detail for *Identification of unidentified amount to NICSI.*

4. General Accounting Section

- Opening and accounting of projects
- Posting of Performa Invoices, Work Order/ Purchase Order
- Filing of returns and handling issues related to Income tax, Service Tax, VAT etc matters upto Tax level officers.(First Appeal level)
- Accounting of Fixed Asset including depreciation working etc.

- Interest working and its reconciliation with banks towards FDs etc.
- Preparation & Finalization of Balance Sheet and all other financial statements
- Calling for details towards RTGS amounts and their linking to respective projects.
- Separate and proper accounting for all Cost Centers / CSR and other such activities as per Management decision.
- Generation of FTS & forwarding to concern Manager.
- Status at a glance for any project: fund received, opening balance, committed expenditure & provisioning of PO/WO amount.
- Generation of Administrative (MIS) Reports as per requirement.
- Providing all documents related to Accounts for all types of NICSIs audits.
- Maintenance of accounts on “Stock and Sale” method ‘Gross’ turnover basis or on ‘Net’ basis or ‘Mixed’ as per requirement.
- Facilitation in migration and Verification of existing data of Tally Package to New Software Package(ERP)
- Archival of legacy Tally data
- Data entry of accounts in new ERP package parallel to the current accounting system for a period of 1 year.

Any other account related work which is not mentioned in scope of work.

5. Stores & Closing Section

- Booking of Goods & to generate sale invoices.
- To enter online the entries relating to T2 Form on Delhi VAT Dept’s Portal.
- Issuance of Utilization Certificate and preparation of provisional UCs.
- Closing of projects and accounts settlement
- Continuous follow-up of all Debtors & Creditors etc. as per requirement.

III AVAILABILITY OF TENDER

Bidding process will be on-line through NICSIs e-Procurement Portal for the Eligibility & Technical parts of the tender, whereas financial bids will be accepted only in the physical format. The tender document is available at NICSIs e-procurement site <https://eproc-nicsi.nic.in/nicgep/app> & <http://nicsi.com/tenders.asp>.

Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the above mentioned website. However bidders need to submit the tender fee of Rs: 500/- (Rupees Five Hundred only) through demand draft/pay-order from a schedule commercial bank drawn in favor of “**National Informatics Centre Services Incorporation, New Delhi**” along with the bid.

TIME SCHEDULE:

Date of Publication	14/08/2014 at NICS I e-procurement site https://eproc-nicsi.nic.in/nicgep/app & http://nicsi.com/tenders.asp
Start of Sale of Tender Document:	14/08/2014
Seek clarification start date	2 days after its publication
Seek Clarification end date	2 days before the pre-bid meeting
Last Date for written Queries by bidders:	26/08/2014
Pre-bid Meeting	28/08/2014 at 1130 Hrs at National Informatics Centre Services Inc., Hall No. 2 & 3, 6 th Floor, 15 NBCC Tower, 15 Bhikaji Cama Place, New Delhi-110066
Bid submission start date	29/08/2014 at 1000 Hrs. onwards
Bid submission end date	19/09/2014 up to 1500 Hrs
Opening of Tender Bids (Eligibility & Technical):	19/09/2014 at 1530 Hrs
No Bid will be accepted after the expiry of the above mentioned time scheduled.	

IV ELIGIBILITY CRITERIA

1. The bidder must be an Accountancy/CA Firm having a professional standing of more than 20 years and having five years experience in the maintenance of Corporate Accounts and must be empanelled with CAG. The bidder's turn over should be more than Rs: 5.00 Crores in each of the preceding three years viz 2011-12, 2012-13 and 2013-14 as per the audited financial statements. A self-certificate to this effect must be submitted along with copies of the balance sheets for these years.
2. The bidder must have a minimum strength of about 10 qualified professionals other than partners as per ICAI's Certificate as on 1.1.2014 and should have 25 Accounts professionals on their rolls in each of the past three years (Attach a self-certificate regarding it). They should have a minimum of 8 partners with 5 FCAs and atleast 4 partners must be associated with the firm for a period of more than 10 years.
3. The professional fees/receipts of the bidder firm for accounting assignments must constitute at least 25% of its total professional fees during the last three years as per the audited financial statements.
4. The bidder must have 3 years of rich and profound experience of similar type of accounting and Taxation assignments of any IT company which is registered under Section-25 of the companies Act, 1956 having average revenue from operations of more than 350 crores for last 3 years.
5. The bidder should be registered with the Service Tax department and also carry a valid PAN number and should have its Head-Office in New Delhi.
6. The bidder must have undertaken the assignments of implementation of double entry accrual based system of accounting in atleast 15 govt. bodies/urban local bodies/municipalities/PSUs.
7. The bidder should produce Articles of Association, Bye laws and certificates for registration, Partnership deed (in case of partnership firm), etc.
8. An undertaking (Self certified) that the bidder hasn't been blacklisted by any of its clients and there has been no litigation with any of its clients towards accounts maintenance in the past three years.
9. Bidder should be currently handling three jobs of accounts maintenance of companies with a turnover of more than Rs: 300 crores per annum for more than two financial years. Copies of agreements signed with the companies may be submitted

as supporting documents and information on the three projects, may be furnished as per Annexure – I

10. **In order to consider the bids for evaluation, the Documentary evidence for compliance to each of the above-mentioned eligibility criteria must be enclosed by the Bidders along with the bid.**
11. 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.
12. Undertaking for subsequent submission of any of the above document will **not be entertained** under any circumstances. However, NICSI reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
13. All documents should be submitted electronically in PDF format. However, Financial Bid should be submitted in XLS (excel) format.
14. Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid shall be summarily rejected and no correspondence on the same shall be entertained. It is the responsibility of the bidder to verify the authenticity of any third party document being submitted as part of the eligibility requirements. EMD will be forfeited if any forged or false document is submitted.
15. **THE BID SUBMITTED BY ANY BIDDER NOT FULFILLING THE ELIGIBILITY CONDITIONS / CRITERIA STIPULATED ABOVE, WILL NOT BE CONSIDERED.**

V EARNEST MONEY DEPOSIT:

1. The bidders shall furnish Earnest Money Deposit (EMD) of **Rs: 10,00,000/- (Rupees Ten lakhs)** in the form of Demand Draft/Bankers's Cheque, from a scheduled commercial bank, drawn in favour of **"NICSI, payable at New Delhi"** physically **before bid submission end date and time** as mentioned above in **Time Schedule Table**, **otherwise bids will be rejected. However the scanned copy of Bank drafts must be uploaded (PDF format) electronically on <https://eproc-nicsi.nic.in/nicgep/app> portal.**
2. No Bank Guarantee towards EMD will be acceptable. The EMD of unsuccessful bidders shall be returned, without any interest after the finalization of the tender.
3. EMD of successful bidders shall be returned without any interest after they sign the letter of empanelment with NICSI and on submission of a **Bank Guarantee (BG)** equal to EMD

amount valid for the period of empanelment / extended empanelment. The BG will be released after the completion of the empanelment.

VI Forfeiture of Earnest Money Deposit:

The Earnest Money Deposit can be forfeited if a Bidder,

- a) Withdraws its bid during the period of bid validity.
- b) Does not accept the correction of errors.
- c) In case of the successful Bidder fails to sign the contract within the stipulated time.

VII PRE-BID MEETING:

- i. NICS I shall hold a pre bid meeting with the prospective bidders as mentioned above in the “**Time Schedule Table**” for any clarifications regarding scope, eligibility criteria and other terms & conditions of the tender.
- ii. Queries received, from the bidders, two days prior to the pre-bid meeting shall only be addressed.
- iii. The queries can be sent to NICS I through email at tender-nicsi@nic.in or may be faxed on 011-26105212.
- iv. All interested bidders can participate in the pre-bid meeting.
- v. NICS I will not be bound to clarify any query after the pre-bid meeting.

VIII BID SUBMISSION PROCESS:

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

PROCEDURE FOR ONLINE UPLOADING OF BIDS:

- a) The bids for this tender have to be uploaded online on the NICS I e- procurement portal <https://eproc-nicsi.nic.in/nicgep/app>, for this before applying the Bidder must have a class 2 digital signature certificate as described on this afore-mentioned portal.
- b) All the bid documents being uploaded must be digitally signed by the authorized signatory, legal officer of company and sequentially numbered. In case the bid is signed by other than the legal officer of company, a certificate from bidder’s HR/ legal department must enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company. Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the

person(s) who are authorized to submit the bid with their signatures. The bids unsigned, un-stamped and without certificate for authorized person from bidder's HR / legal department shall not be accepted.

- c) The rates are to be quoted in strict compliance to the financial bid otherwise the bid is liable to be rejected.
- d) Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straightway and EMD of such defaulting bidder shall be forfeited.
- e) The basic prices in Indian rupees should be quoted separately for each set of items given in Annexure-II: **'Financial Bid Performa', and Percentage (%) of taxes etc.** shall be indicated separately
- f) Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail.
- g) Scanned copies of bank drafts (in PDF) for tender fee and EMD have also to be uploaded. The actual drafts have to be submitted to NICS I office in a sealed cover superscripting **"NICS I open tender for the Maintenance of NICS I Accounts due on DD/MM/YY at 3:00 PM"**. The envelope should be addressed to the **Managing Director, NICS I and submitted before the BID submission date and time mentioned in the table given below.**
- h) The system allows uploading of bid in terms of packets as follows:

Packet No	Documents of be uploaded	Format
1	Scanned copies of drafts for tender fee and EMD	PDF
2	Eligibility Criteria/Technical bid- Annexure –I	PDF
3	Financial bid – Annexure – II (only Blank Excel sheet is to be uploaded)	XLS

- i) In case of any uploading problems, **eProc Helpdesk 1800-3070-2232** or **Mr. Girish Chandra, GM Tender Division, NICS I-New Delhi (Phone No: 011-26105054)** may be contacted up to one day before the date of submission.
- j) The successful uploading of the bid, complete in all respects, delivers an automatically generated Bid-id. Non-generation of Bid-id means the bid hasn't been successfully uploaded. A snapshot of this screen should be obtained and produced at the time of bid opening as a proof successfully uploaded bid.

(1) Bid Submission (On-line Part):

Online bids (complete in all respect) must be uploaded on <http://eproc-nicsi.nic.in> latest by the time as mentioned above in the “**Time Schedule Table**”.

- **EN-1** Scanned copy of Bank drafts (PDF format)
- **EN-2** The PDF file, containing the following information, should be titled as
 - “Eligibility Criteria - NICS tender for the Empanelment of an Agency for Maintenance of NICS Accounts”.
 - Eligibility Criteria is given in the “Annexure 1: Eligibility Criteria” and it must be filled up.
 - The entire documentary proof asked in respect of eligibility criteria.

This PDF file not containing the above documents or containing the financial bid in explicit/implicit form will lead to rejection of the bid.

- **EN-3** The XLS file titled as “**Financial-Bid- for the Empanelment of an Agency for Maintenance of NICS Accounts**”. As the Financial Bids are expected to be submitted in physical format, a blank file needs to be uploaded as EN-3.

(2) Bid Submission (Manual Part):

- a) ENV-1: Bank Draft(s) towards EMD and TENDER FEE in one sealed envelope and superscripted “**EMD and Tender Fee - NICS tender for the Empanelment of an Agency for Maintenance of NICS Accounts**” due on the time as mentioned above in the “Time Schedule Table”. A letter specifying the drafts details should also be submitted. **The envelope is to be addressed to the Managing Director NICS and submitted at NICS, New Delhi office by the due date and time specified above in “Time Schedule Table”.**
- b) ENV-2: A envelop having a set of Eligibility Criteria Documents is to be submitted in Hard Copy , arranging them in proper order (as defined in the Tender Document) after highlighting the relevant portions
- c) ENV-3: One sealed envelope superscripted “**FINANCIAL BIDS – NICS OPEN TENDER for the Empanelment of an Agency for Maintenance of NICS Accounts**”. This envelop should contain within it the quoted rates as per Annexure II: Financial.

Note: Financial bids of only technically qualified bidders will be opened.

Special Note: The Bid should have a cover letter which clearly states the Name, Postal Address, E-mail ID and Contact Number of at least two representatives from the bidding company.

IX Last date for uploading of bids:

- a. Bids, complete in all respects, must be uploaded on the mentioned site by the due date and time. In the event of the specified date for the submission of Bids being declared a holiday, the Bids can be uploaded up to the appointed time on the next working day for which NICS I will make necessary provisions.
- b. NICS I may, at its discretion, extend the date for uploading of bids. In such a case all rights and obligations of NICS I and the Bidders shall be applicable to the extended time frame.
- c. As the bids can be uploaded only up to the defined date and time, there can't be any late bids. NICS I will not be held responsible for any delay in obtaining the terms and conditions of the tender or uploading of the bid on NICS I's e-procurement portal before the due date and time of submission.
- d. The offers submitted as documents, by fax/e-mail or any manner other than specified above, will not be considered. No correspondence will entertained on this matter.
- e. At any time prior to the last date for receipt of bids, NICS I, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on NICS I's website <http://nicsi.com/tenders.asp> as well as on e-procurement portal <https://eproc-nicsi.nic.in/nicgep/app> and should be taken into consideration by the prospective bidders while preparing their bids.
- f. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, NICS I may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.

Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids

- g. The bidder will bear all costs associated with the preparation and submission of their bids. NICS I will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

Bids not submitted as per the specified format and nomenclature will be out rightly rejected. The Ambiguous bids will be also out rightly rejected

- h. Printed terms and conditions of the bidders, as uploaded, will not be considered as forming part of their terms and conditions applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

Tender process will be over after the issue of empanelment letter to the selected vendor. Thereafter, information submitted by the participating bidders before and during the bidding process may be put by NICS I in the public domain. Competent Authority in NICS I may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information.

X BID OPENING:

Technical Bid:

- i. Online bids (complete in all respect) received along with Demand Draft of tender fee, EMD & Financial Bids (Physically) will be opened as mentioned in the “**Time Schedule Table**” in the presence of bidders representative, if available.
- ii. Eligibility Criteria and Technical bids of only those bidders will be evaluated, whose EMD instruments are found to be in order. Bid received without tender fee & EMD will be rejected straightway.
- iii. One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of bids.
- iv. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC) in NICS I.

Financial Bid:

- a. Financial bids, original and revised, if any, of the bidders whose technical bids are found in strict compliance to the tender eligibility conditions and other tender terms without any deviations, shall be opened on a notified date and time in the presence of bidder’s representatives, who chose to remain present.
- b. NICS I at its discretion may call revised financial bids from the technically accepted bidders, which should be submitted within the stipulated time period set out by NICS I. The rates quoted for any of the items in the revised financial bids shall not be more than the original financial bids, otherwise the bid shall be rejected and EMD forfeited.

- c. The Financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

BID Validity:

All the bids must be valid for a period of 120 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, NICS I will seek extension in the bid validity period beyond 120 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

XI BID EVALUATION:

- a. When deemed necessary, NICS I may seek clarifications on any aspect of the bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b. NICS I may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- c. Any effort by a bidder to influence NICS I's bid evaluation, bid comparison or contract award decisions, may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- d. NICS I 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 bidders or bidders and of any obligation to inform the affected bidders of the grounds for NICS I's action and without assigning any reasons.

Technical Evaluation:

- a. The two-stage selection procedure will be adopted for evaluation of the bids. In the first stage, the technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria will be rejected. Subsequently, the TEC would examine the technical details and may ask for additional information from the bidders. On request from the TEC, the bidders may have to submit additional

information. The time limit, in which the bidders have to submit additional information, will be decided by the TEC and its decision will be final in this regard. Bids of the bidders failing to adhere to the specified time limit will be rejected.

- b. The TEC may choose to visit the bidder's premises to verify the information submitted by them and NICS I may bear all expenditure on such visits.

Financial Evaluation:

- a. After approval of the TEC report by the competent authority, the processing of the second stage will commence with the opening of the Financial Bids of only the technically qualified Bidders. Financial Evaluation Committee (FEC) would scrutinize their commercial bids. The bids, found lacking in strict compliance to the commercial bid format, will be rejected straightaway.
- c. L1 is the bidder quoting least value of X calculated as $(X=a+b+c+d)$ of the financial bid table if the value of X is same for more than one bidder then L1 is the bidder having the maximum total turnover for the year 2011-12, 2012-13 and 2013-14.
- d. NICS I may negotiate with the L1 bidder, in case the quoted rates are higher than the prevailing market rates.
- e. 10% hike in monthly rates of the manpower deployed will be admissible per annum and shall be applicable only after rendering 1 year of service in NICS I by each individual concerned.
- f. Service Tax would be paid as applicable from time to time.

XII AWARD OF CONTRACT (EMPANELMENT):

- a. 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.
- b. The empanelment will be initially for a period of three years which can be extended through mutual consent for a further period of two years.
- c. The empanelled agency 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/EMD and the agency will be debarred from participating in any NICS I Tender for at least three years.
- d. In the event of an empanelled agency or the concerned division of the agency is taken-over/bought-over by another company, all the obligations and execution responsibilities under the agreement with the NICS I should be passed on for compliance by the new company in the negotiation for their transfer.

- e. In case if the selected L1 bidder refuses to sign the empanelment agreement within seven days of communication from NICS I, the offer would be treated as withdrawn and the bidder's EMD will be forfeited and the L-2 agency may be given the chance to match the L-1 rates. The defaulting bidder may also be debarred from participating in NICS I tenders for a period of three years.
- f. In case of empanelled agency is found in breach of any condition(s) of tender, at any stage during the course of empanelment period, the legal action as per rules/laws, shall be initiated against the agency and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the agency concerned for at least three years, for further dealings with NICS I.
- g. The empanelled agency should not assign or sublet the empanelment or any part of it to any other agency in any other form than defined in this tender. **If found doing so,** they shall be resulted in termination of empanelment and forfeiture of Security Deposit/EMD.
- h. NICS I may, at any time, terminate the empanelment by giving written notice to the empanelled agency without any compensation, if the empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICS I.
- i. During the validity of the empanelment including the extended period, if any, if the agency quotes or provide the services to any other Department/ Organization at a price lower than the price fixed in NICS I, the agency shall voluntarily pass on the price difference to NICS I. The effective date will be the date of quoting lower rates by the bidder in the bid/quote.
- j. Empanelled agency shall be required to give Performance Bank Guarantee equivalent to 10% of the work order value. The Performance Bank Guarantee will be of any scheduled bank drawn in the name of National Informatics Centre Services Inc., New Delhi for a period defined in the work order + 3 months and have to renew it for further extensions, if any. This PBG will be invoked in case of any non-compliance of the terms and conditions of this tender.
- k. A confidential agreement between the selected Agency and NICS I is to be signed.

XIII PAYMENT TERMS:

- a. The payment to the agency will be made on monthly basis depending upon the actual deployment of manpower resources at NICS I office.
- b. Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, penalty for late payment to deployed resources and other taxes, if any, as per Government of India rules.

- c. The agency will submit Pre-receipted bills in triplicate in the name of NICS-India New Delhi by the 5th day of the succeeding month along with the satisfactory Performance Certificate duly signed by Head of NICS-India Accounts. Payment will be made within 30 days of submission of completed documents and after deducting the applicable penalty etc.
- d. TA/DA for outstation journeys performed by the deployed resources of the agency (in case it is required), with prior approval of HoD(A/C) of NICS-India will be reimbursed on production of documents at the agency/NICS-India rates whichever is less. NICS-India rules applicable to Senior-Manager for Chartered Accountant and Deputy-Manager for other deployed personnel will be admissible. Authorised local journey performed by the deployed personnel will be restricted to auto-fares.
- e. All payments to agency will be made through RTGS only.
- f. In case the submission of monthly bills to NICS-India is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective agency so that NICS-India is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective agency.

XIV DELIVERABLES:

- a. The empanelled agency will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the agency so that no activities are lost sight of and all of them are handled with reasonable efficiency.
- b. The empanelled agency will prepare a Plan-Document and time-chart for all the activities, in consultation with NICS-India and ensure that the activities are performed within the specified time frames.
- c. From time to time NICS-India will vet the Accounts-manpower requirements projected in the Plan-Document and as per the scope defined and will issue the work-order accordingly for handling NICS-India accounts. The deployed resources may be increased/decreased for optimum efficiency at least cost.
- d. The agency will devise the procedures to take proper backups of accounts data to overcome any stoppage of service. In case of data loss for whatever reasons, it shall be the responsibility of the agency to restore the data from the backup and bring the service up within a maximum period of one day. **Failure to restore the services**

within one day will attract the Penalty at the rate of twice the amount of salary of the entire deployed manpower resources for number of days for which the service remains disrupted. However the agency will not be held responsible for the system failures, if any.

- e. Since all the payments by NICSI are to be processed and released by the agency, the responsibility of over-payment if any would lie with the agency. The agency will strive to make good the loss by taking up the matter with the concerned clients receiving over-payment. In case the excess payment can't be recovered in a reasonable time, it will be recovered from the agency from its bills or by raising claims or from the security-deposit.
- f. The agency will prepare a check-list for the Bill-submission by the empanelled vendors in NICSI for faster execution and ensure that they do not feel harassed after bill-submission. They have to seek the approval from NICSI's Controller of Accounts in case they have to return the bills to vendors after repeated objections/observations.
- g. The agency will devise methodology to receive vendor bills and ensure that the bills, when complete in all respects are paid within 7 working-days of its receiving in Accounts Section of NICSI.
- h. To discharge its responsibility of total management of NICSI accounts, **the agency will deploy experienced resources with proven competence and rich working experience of Tally Accounting Software Package.** They will have to replace any resource with unsatisfactory performance with immediate replacement as and when it is brought into their notice.
- i. The agency will be wholly responsible for the accuracy of the Accounts figures to be included in the Annual Balance Sheet or on the figures to be submitted to the Statutory Authorities. The Agency will also be responsible for any delay in the submission of returns/reports to Statutory Authorities.
- j. The agency will be responsible for timely depositing of various Govt Levies (viz TDS, VAT/CST, WCT and Service-Tax etc) and submission of all types of Tax-returns. They should as far as possible ensure that no Interest Penalties etc should be levied on NICSI's exchequer.
- k. The agency will strategize to deliver in high grades on all the obligations assigned to it. The agency will maintain all accounts on current basis and will release periodic assessment reports concerning its domain so that NICSI carries good sense of all significant matters that have accounting and financial implications. The agency will

contribute and assist in establishing sound procedures and effective controls over the activities addresses by NICS I.

- l. The agency has to extend their full support in timely conducting of all types of Audits in NICS I, viz Internal/Statutory/CAG or any Special-Tax audits.
- m. The agency has to extend their full support in carrying out the Annual VAT/CST and Service-Tax Assessments.

XV PENALTY:

Whereas it is not the intention to impose penalties, it is necessary to work quite efficiently. The penalty will be on the basis of time chart. Any activity falling behind schedule with respect to the time chart will attract penalty as under:

- a. The vendor will post the projected manpower within 7 days of the date of the work-order from NICS I. Any unjustified delay in deploying the full complement of the trained manpower within 7 days will attract a penalty of 5% of the Annual work-order value per week for a period of 2 weeks beyond which NICS I will be free to cancel the contract/agreement and forfeit the EMD/Security-Deposit
- b. In case any of the activities as listed in the detailed Scope above is not carried out as per the time line defined against each, a penalty @ Rs:200/- per such bill/project-file or the activity concerned will be deducted from the monthly bill of the agency.
- c. The agency will keep a record of all types of leaves granted to deployed personnel, including casual leave etc. For this tender, there is no provision of any privilege/earned/medical leave. In case a deployed person is granted such leave by the agency, then alternate equivalent resource is to be posted by the agency with immediate effect. NICS I will not make any payment for such leave and incase no substitute has been deployed; the Penalty equivalent to 4 times of the per day salary of the concerned deployed personnel's leave days will be deducted from the respective monthly bill of the vendor if the replacement has not been made after 2 working days.
- d. The agency will make sure that all account jobs are handled within the time frame as defined in the details scope and projected in the Plan-Documents and as per the time-chart defined. For any perceived delays, the agency will deploy additional trained manpower at no extra cost to NICS I to meet the time-frame. For three defaults on the time-frame, NICS I will have the option to cancel the contract/agreement/work-order and forfeit the EMD/Security-Deposit and get the work done through alternate sources at the cost and risk of the agency. A work-order/contract cancellation charge @10% of the Monthly Bill Value will also be applicable.

- e. The penalty will also be applicable on the misuse/damage of NICS I equipment. NICS I's decision on the quantum of penalty will be final and binding in such cases.
- f. Further, the penalty will be applicable for established negligence of a resource and not for the delay / damage otherwise.

XVI INDEMNITY:

- a. The agency will indemnify NICS I of all the legal obligations, past/present/future of its deployed staff/resources in NICS I.
- b. NICS I also stands absolved for any liability on account of death or injury sustained to the agency's staff during the performance of this empanelment and also for any payments, damages or compensation due to any dispute between the agency and its deployed staff.

XVII GENERAL TERMS & CONDITIONS:

- a. The selected agency will not outsource the work to any other associate/franchisee/third-party under any circumstances. If it so happens then NICS I 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.
- b. NICS I may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICS I's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. NICS I reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- c. In the event of the agency or the concerned division of the agency is taken-over/bought-over by another company, all the obligations under the agreement with NICS I, should be passed on for compliance by the new-company/new-division in the negotiation for their transfer.
- d. The agency will be provided sufficient space and necessary infrastructure including Desktop Computers/Printers/Scanners/UPS etc for handling the NICS I Accounts work. No papers/records are to be taken out of NICS I premises without the written permission of the Managing Director or the HoD (Accounts).

- e. The deployed personnel will provide service/support on all aspects of accounts maintenance. In case any personnel of the agency is found engaged in doing any work other than the assigned work or found unequal to the work, the agency has to withdraw him/her from service and arrange for the suitable replacement immediately at its own cost.
- f. For early coming or late sitting in office on official work, the agency will have to make their own arrangement for pick-up/drop of its deployed personnel.
- g. There is no provision of honorarium or overtime for continuous late-working in office. If necessary, agency in consultation with HOD(A/C) will make provision of additional manpower resources for few weeks or months as required to handle the extra work-load. For deploying the additional resources, agency would prepare and submit a proposal justifying the additional manpower requirement vis-à-vis the work content.
- h. The agency automatically agrees with NICSI for honoring all aspects of fair trade practices in executing the work of NICSI Accounts.
- i. The agency will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed manpower at NICSI's premises. All equipments will be used only for the purpose of carrying out legitimate business of NICSI and will not be put into for any other use.
- j. The staff deployed by the agency will maintain office decorum. They have to be Courteous, polite, cooperative and able to resolve the problems of NICSI. The agency will verify the character antecedents and all documents towards qualification, experience, etc before deploying any person at NICSI.
- k. For the manpower deployed, the agency will keep with them, their present and permanent address, contact details, educational & technical qualification details, specimen signature and two passport size photographs and furnish these details/information to NICSI, as and when required.

1. Experience & Equivalence TA/DA

S.No.	Resource Person	Professional Qualification	Experience in years	Equivalence for NICSI TA//DA
1	In Charge Accounts (Team Leader/Dy. Team Leader)	CA	10	Senior Manager
2	Accounts Manager	CA	05	Manager

		B.Com	15	
3	Accountant	Commerce Post Graduate	03	Deputy Manager
		Commerce Graduate	05	
4	Account Assistant	Commerce Graduate	02	--

XVIII TERMINATION FOR INSOLVENCY & DEFAULT:

NICSI may at any time terminate the contract by giving written notice of four weeks to the agency without any compensation, if the agency becomes bankrupt or otherwise insolvent.

Termination for Default

- a. Default is said to have occurred :
 - If the agency fails to deliver any or all of their services within the time period(s) specified in the work order or any extension thereof granted by NICSI.
 - If the agency fails to perform any other obligation(s) under the contract/work order.
- b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NICSI (or takes longer period in spite of what NICSI may authorize in writing), NICSI may terminate the contract/work-order in whole or in part. In addition to above, NICSI may at its discretion also take the following actions:
 - NICSI may transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other vendor and the defaulting agency will be liable to compensate NICSI for any extra expenditure involved towards support service to complete the work in totally.

XIX 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 prevents or delays the execution of the order by the agency.
- b. The agency will advise NICS I 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, NICS I reserve the right to cancel the agreement/order without any obligation to compensate the agency in any manner.

XX ARBITRATION:

NICS I and the agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/work-order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Department of Electronics & Information Technology (DeitY) and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

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

TECHNICAL DETAILS

- a) Name of the Bidder:
- b) Incorporated as _____ in year _____ at _____

 (State Registered firm, Cooperative society or partnership firm)
- c) Whether any Legal/Arbitration/proceeding is instituted against the Bidder or the Bidder has lodged any claim in connection with works carried out by them in the last three years. If yes, please give details : Yes/No
- d) Whether the bidder complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act. : Yes/No
- e) Bidder's profile :
 Address :
 Name of the top executive with designation :
 Telephone No.: E-mail :
 Service Tax No. :
 PAN No. :
 Strength of technically qualified Personnel : _____Numbers
- f) Information about branch offices, if functioning for more than two years, may be furnished on separate sheets as per items (a) to (e) above.
- g) Turn over from Management of Accounts : (In Rs. Crores)

2011-12	2012-13	2013-14

h) Three jobs of Accounts Management running for more than two financial years

S.No.	Company's Name	Annual Turnover (Rs. In Crores)	Year	Estimated annual charges (Rs. Lakhs)	No. of resources deployed	Name of the person, Who can be contacted in that company for verification , in case required with Phone number
1	2	3	4	5	6	7

i) EMD Details

Particulars	Amount (Rs.)	Draft No.	Date	Bank	Branch
EMD					
Tender Fee					

Please use separate sheets, wherever necessary, so that the furnished details are complete in all respect.

Signature

Date :

Place :

Name :

COMPANY SEAL

FINANCIAL BID INFORMATION

A. Name of the Bidder :

FINANCIAL QUOTE:

The bidder has to quote the monthly rates (without Service-Tax) against each of the Trained manpower Resources as per the Scope and requirement defined in the Tender Document for Handling of NICS I Accounts as under:-

S.No	Resource	Total Number of Resources Required	Monthly Rates (Rs.) Excluding of service tax	Total Monthly Rates (Rs.) (3x4)
(1)	(2)	(3)	(4)	(5)
(a)	In Charge Accounts (Team Leader & Dy. Team Leader)	1+1		
(b)	Accounts Managers	5		
(c)	Accountants	10		
(d)	Account Assistant	10		
Total (X)				
X = (a+b+c+d) i.e. Total amount NICS I has to pay per month for the above resources.				

- L1 is the bidder quoting least value of X calculated as $(X=a+b+c+d)$. If the value of X is same for more than one bidder, then L1 is the bidder having the maximum average total turnover for the years 2011-12, 2012-13, and 2013-14.
- The selected agency will periodically review the progress of NICS I accounts maintenance and would recommend strengthening of resources from time to time.
- The agency will also monitor the performance of the deputed resources and replaces any resource with unsatisfactory performance.
- The agency has to provide the documentary/bank proof of salaries (which should be not less than 90% of the quoted monthly rates excluding service-tax in any case) given to each of the deployed manpower; along with their bill on monthly basis.
- 10% hike in monthly rates of the deployed resources will be admissible per annum after rendering every 1 year of service in NICS I by each individual deployed resource.
- Service Tax would be paid extra as applicable from time to time.
- In case a resource is deputed to study/Maintenance of the accounts or to resolve accounts related issues at locations outside Delhi, TA/DA will be admissible as per agency rules or NICS I rules, whichever is less.

Date:

Place:

Signature:

Name:

COMPANY SEAL