



Digital India Corporation
(Ministry of Electronics & Information Technology)

**Electronics Niketan Annex, 6 CGO Complex
Lodhi Road New Delhi-110003**

Expression of Interest

for

Empanelment of IT Solution/Service Providers

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SECTION I – INTRODUCTION

Digital India Corporation (hereafter referred to as DIC) is a not for profit organization set up by the Ministry of Electronics and Information Technology (MeitY), Govt. of India, under Section 8 of Companies Act 2013. Digital India Corporation (DIC) leads and guides in realizing the vision, objectives and goals of the Digital India program. It provides strategic support to Ministries/Departments of Centre/States for carrying forward the mission of Digital India by way of Capacity Building for e-Governance projects, promoting best practices, encouraging Public-Private Partnerships (PPP), nurturing innovation and technology in various domains.

DIC intends to empanel IT Solution /Service Providers for providing assistance support to In-House Software Development/ Maintenance/Testing Team of DIC so as to deliver its projects within the timelines with quality of workmanship.

DIC may avail these services for its core activities or for any of its divisions viz. National e-Governance Division (NeGD), MyGov, Indian Semiconductor Mission (ISM), MeitY Start-up Hub (MSH) etc.

DIC invites responses against **Expression of Interest (EOI)** from established, reputed and reliable IT Software solution/service providers (Bidders) for **“Empanelment of IT Solution /Service Providers”**.

The bidders who are currently empaneled with DIC as IT solution/service provider need not to apply again.

SECTION II – SCHEDULE OF EVENTS

| SN | Event | Date |
|-----------|--|--|
| 1. | Date of commencement of EOI Process | 20 May 2022 |
| 2. | Last date of Accepting Queries | 27 May 2022 |
| 3. | Last Date and Time for EOI Submission along with all supporting documents. | 13 June 2022 |
| 4. | Location of Submission | Online Mode (Through Central Procurement Portal) |
| 5. | Date of Technical Presentation | Will be communicated to Pre-qualified bidders only through email |

SECTION III – PURPOSE/ OBJECTIVE

DIC has already empanelled few software development agencies. Now DIC with this EoI is extending the panel of empanelled agencies. DIC intends to empanel reputed software companies/firms/Service Providers for a period of 36 months, extendable on requirement basis, for supplying qualified IT professionals to DIC for the Development/Maintenance/Testing of its in-house and external software applications for computerizing different work areas. DIC reserves the right to empanel more agencies in future based on requirements.

SECTION IV – SCOPE OF WORK

- a. The broad scope of the project envisages the empanelment of IT Software solution/service providers who will deploy IT professionals to study, design, develop, integrate, test and implement new software solutions and customize existing software solutions to meet the DIC business requirements.
- b. IT professionals will work for the development/maintenance/testing of software applications as per the requirement & specification given by the DIC.
- c. IT professionals will work on one or more projects under the supervision of the DIC officers / Product Managers/ Team Leads.
- d. Hardware /software technology architecture platforms will be finalized by the DIC for these software projects.
- e. IT professionals will be supplied purely for a fixed duration for a specific period at the rate agreed between DIC and the shortlisted bidder.
- f. The source code including various libraries, images, library files, database dictionaries, and associated documents should be satisfactorily handed over for maintenance and change management. The copyright of the software would remain with the DIC.

- g. DIC will directly deal only with the empanelled IT Software solution/service providers and will make payment to them for the deployed resources.
- h. No payment would be made by DIC to the deployed resources directly.
- i. The deployed IT professionals should be a regular employee of the selected agency. This should be supported by documentary evidence such as ESI/EPF/UAN numbers with DIC. The IT Software solution/service provider should ensure that necessary background verification has been carried out before assigning the resources to DIC. The selected candidate has to sign a non-disclosure agreement with DIC.
- j. The selected bidder will have to provide the skilled resources to DIC as per the requirement of the project.
- k. DIC in addition to the manpower/IT professionals may require other services/assistance/support also from the empaneled IT Software solution/service providers for its projects/activities. The scope of work for the same and other details would be provided to the empaneled service providers while floating RFQs. .
- l. DIC based on project needs would invite commercial quotations from the empanelled IT Software solution/service providers. DIC will conduct an interview for selecting the proposed resources as per its requirements to assess the competency level of the resources. DIC at its sole discretion, based on its requirements, may adopt the lowest quote or QCBS (Quality & Cost based selection) based model however the same would be notified while inviting RFQs from the empanelled bidders.

SECTION V – VALIDITY OF EMPANELMENT AND TERMINATION

The initial validity of the empanelment, from the date of empanelment, will be 36 months and based on requirement may be extended further by DIC . Notwithstanding with the validity, either initial, extended or expired, the empanelment will be deemed operative and will remain in-force until the completion of the projects/tasks/work, assigned by DIC and the empanelled firm should ensure resource availability until completion of the work at hand.

Termination: DIC may terminate this agreement, by issuing a written termination notice of at least 90 (Ninety) days to the selected bidder, after the occurrence of any of the events specified below:

- a) The selected bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in termination notice, within 90 days of receipt of such notice or within such further period as DIC may have subsequently granted in writing;
- b) The selected bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) The selected bidder fails to comply with any final decision reached as a result of arbitration proceedings
- d) The selected bidder submits to DIC a statement that has a material effect on the rights, obligations, or interests of DIC and which the selected bidder knows to be false;
- e) Any document, information, data or statement submitted by the selected bidder in its Proposals, based on which the selected bidder was considered eligible or successful, is found to be false, incorrect or misleading;
- f) As the result of Force Majeure, the selected bidder is unable to perform a material portion of the Services for a period of more than 60 days;

- g) DIC in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

Note: This EOI is not exhaustive in describing the functions, activities, responsibilities and services for which Bidder will be responsible. The Bidder, by participation in this EOI, implicitly confirms that if any functions, activities, responsibilities or services which are either not specifically described in this EOI or specifically described but has to undergo suitable changes/modifications to be made by DIC due to any reason whatsoever including but not limited to regulatory/statutory changes and are termed necessary or appropriate by DIC for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this EOI expecting Bidder's response to the same extent and in the same manner as if specifically described in this EOI for Bidder's response.

SECTION VI – BIDDER’S ELIGIBILITY CRITERIA:

| S.No. | Requirement | Specific Requirement | Documents Required |
|--------------|------------------------------|---|--|
| 1 | Certificate of Incorporation | The Bidder should be a Company registered in India under Companies Act, 1956/ Companies Act, 2013 or Partnership firm registered under LLP Act, 2008, Partnership Firms registered under the India Partnership Act,1932 Registered with the Service Tax Authorities, GSTN authorities and should have been in existence continuously at least for the last 3 completed financial years as on the last date of submission of the response to EOI | The copy of Certificate of Incorporation should be submitted |
| 2 | Business Entity | The Bidder should be an established Software Development organization and should have been in the business of providing various software services including citizen-centric Product/ cloud-enabled Platform development for a period of at least last three completed financial years as on the last date of submitting the EOI. | Memorandum and Articles of Association |
| 3 | Turnover | The Bidder should have a minimum average turnover of INR 1 crore in IT software development in the last | Copy of the audited Balance Sheets |

| | | | |
|---|--------------|---|---|
| | | 3 (Three) financial years (2019-20, 2020-2021 & 2021-22). | and / or CA certified details for the last 3 financial years are to be submitted |
| 4 | Experience | <p>Bidder should have implemented at least:</p> <p>1) 10 Turnkey IT projects/products over public Cloud platforms like AWS/ Google/ Azure/Oracle</p> <p>or</p> <p>2) One very large cloud-enabled developed product on public cloud (AWS/Google/ Azure/Oracle) with more than 1 million users</p> <p>And</p> <p>One mobile application developed based on Android orIoS platform with a minimum 1 lakh downloads</p> | Copy of the Purchase Order or Letter of Award or Contract of work and completion certificate or any proof of work |
| 5 | Blacklisting | Undertaking by the authorized signatory of the bidder that the bidder or any of the associated Directors is currently not blacklisted by any Government Organizations, Public Sector Undertakings or Public Limited Companies and is not under a declaration of In-eligibility for corrupt or fraudulent practices as on the date of submission of bids. | Undertaking by the authorized signatory of the bidder |

The process is open to all Bidders who fulfill the eligibility criteria as set out below and are in agreement with DIC as per the terms & conditions of this EOI document. The Bidders should furnish necessary documentary evidence support meeting the eligibility criteria provided in the bidding process. EOIs not fulfilling the eligibility criteria will be rejected.

SECTION VII – EOI SUBMISSION PROCESS

- 1. Raising of queries/clarifications on Request for EOI document:**
The Bidders requiring any clarification on this document should submit their written queries to email id: anoop.kumar13@digitalindia.gov.in CC to: anshul@digitalindia.gov.in and before **27 May 2022**. DIC would not be responsible for any delay in responding the queries.
- 2. Modification in Request for EOI document:** At any time prior to the deadline for submission of EIs, DIC may modify any part of this document. Such change(s) if any may be in the form of an addendum /corrigendum and will be uploaded on DIC website <https://dic.gov.in>. All such changes will automatically become part of this EOI and will be binding on all Bidders. Interested Bidders are advised to regularly refer to the DIC website referred above for any updates.
- 3.** Request for extension of date for submission of EOIs will not be entertained. However, to give prospective Bidders reasonable time to take the amendment into account in preparing their EOIs, DIC may, at its discretion, extend the last date for the receipt of EOIs. No EOI may be modified subsequent to its submission to DIC.
- 4.** Bidders are advised to study the EOI document carefully. Submission of the EOI will be deemed to have been done after careful study and

examination of all instructions, eligibility norms, terms and requirement specifications in the EOI document with a full understanding of its implications by the bidder. EOIs not complying with all the given clauses in this EOI document are liable to be rejected. Failure to furnish all information required in the EOI document or submission of an EOI not substantially responsive to the EOI document of DIC in all respects will be at the bidder's risk and may result in the rejection of the EOI.

5. Shortlisted Bidders shall have to submit a Performance Bank Guarantee (PBG) of amount Rs. 10,00,000 only (Rupees Ten Lakh Only) (In case of MSME the PBG Amount will be Rs. 5,00,000 Only (Rupees Five Lakh Only)*) in the form of DD/Banker's Cheque, FDR or Bank Guarantee issued by any Commercial bank in favour of 'Digital India Corporation' payable at Delhi within 15 days of award of empanelment letter. PBG should be valid for a period of 36+2 months and further for the extended period of empanelment from the last date of issuance of empanelment letter. PBG in any other form will not be accepted.

The PBG may be forfeited:

a) If the agency fails to perform the awarded job.

b) If found involved in some illegal activities leading to blacklisting of the firm or any of the directors.

c) Any information given is found wrong, leading to the cancellation of his offer/bid including any information/ security breach by the deployed resource.

6. EOI as per the format provided in Annexure-II on the company letter head and details as per the format provided in Annexure-III and Annexure-IV should be submitted along with proof of documents.

***MSME agency has to submit the valid MSME certificate**

7. If the space in the Proforma is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets may be used for each part. Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the EOI initial(s) them.
-
8. **Submission of EOIs:** Detailed EOI has to be submitted in a through CPP Portal on or before 13 June 2022 at 18:00 Hrs. The envelope should be addressed to Sr. Director, Digital India Corporation, and submitted through CPP Portal. **No extension on the specified submission schedule will be entertained.**
9. DIC may ask Bidders for clarifications or additional documents/ credentials at its discretion.
10. **Opening of EOI-** DIC will inform the EOI opening session through email to all the pre-qualified agencies over VC link.. One representative from each Bidder can remain present during the EOIs opening process. The EOIs will then be passed on to a duly constituted Tender Evaluation Committee (TEC).

SECTION VIII – EVALUATION OF EOI

1. The response to EOIs received by the designated date and time will be examined by DIC to determine if they meet the terms and conditions mentioned in this document including its subsequent amendment(s) if any and whether responses to EOI are complete in all respects.
2. On scrutiny, the response to EOIs, not found in the desired format/illegible/ Incomplete/not containing clear information, will be rejected for the further evaluation process.
3. If deemed necessary, DIC may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within 3 days. Response received beyond 3 days, if any, may not be considered. However, seeking clarifications and its submission/non-submission would not entitle the applicant to change or cause any change in the substances of their EOI document already submitted. DIC will also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.

The Technical bid will be evaluated as per the Technical Evaluation Criteria mentioned in the table below:

| Sr.No. | Evaluation Criteria | Max. Marks |
|--------|---|------------|
| 1 | Registration Certificate from Registrar of Firms / Company a) Partnership(2 marks) b) LLP (Limited Liability company (3 Marks) c) Pvt. Ltd. Co.(4 marks) d) Ltd. Company (Public) (5 marks) | 5 marks |

| Sr.No. | Evaluation Criteria | Max. Marks |
|--------|---|------------|
| 2 | <p>Years in Business in India as a technology service provider, as on closing date of EoI</p> <p>3 years or more but less than 7 years –3 marks</p> <p>7 years or more – 5 marks</p> <p>MSME Relaxation*:</p> <p>1 years or more but less than 3 years –3 marks</p> <p>3 years or more – 5 marks</p> <p>Evidence: Supporting documents as mentioned in the Pre-Qualification</p> | 5 marks |
| 3 | <p>List of Clients (availing the services of the bidder such as development/maintenance/testing of software applications) contracts of last 3 years would be considered for awarding the following points)</p> <ul style="list-style-type: none"> • For 10 or more in Private limited/ Public limited/Govt./PSU in India or Abroad- (10 marks) • For 5 to 9 Private limited/ Public limited / Govt./ PSU in India or Abroad – (7 marks) •Less than 5 Private limited/ Public limited /Govt./PSU in India or Abroad – (0 marks) | 10 marks |
| 4 | <p>ISO Certification/ CMM level-III certification or above For the Software Development area.</p> <p>a. If Yes (5 marks)</p> <p>b. If No (0 Marks)</p> | 5 Marks |
| 5 | <p>Technical & Qualified Manpower (Minimum Qualification: B.E/B.Tech; MCA/MCS; M.E/M.Tech or equivalent who is involved in software development for a period of 2 years or more.</p> <ul style="list-style-type: none"> • 100-150 Qualified & Experienced Engineers (5 marks) | 15 marks |

| Sr.No. | Evaluation Criteria | Max. Marks |
|--------|---|------------|
| | <ul style="list-style-type: none"> • 151-200 Qualified & Experienced Engineers (10 marks) • 201 & above Qualified & Experienced Engineers (15 marks) <p>MSME Relaxation*:-</p> <ul style="list-style-type: none"> • 25-50 Qualified & Experienced Engineers (5 marks) • 51-100 Qualified & Experienced Engineers (10 marks) • 101 & above Qualified & Experienced Engineers (15 marks) <p>-HR Declaration required</p> | |
| 6 | <p>Average turnover for Last 3 years (with respect to Services / Annual Maintenance Contract only)</p> <ul style="list-style-type: none"> • >Rs. 3 Crore and = <5 Crore (6 marks) • >Rs. 5 Crore and = <8 crore (8 marks) • >Rs. 8 Crore (10 marks) <p>MSME Relaxation*:</p> <ul style="list-style-type: none"> • >Rs. 1 Crore and = <2 Crore (6 marks) • >Rs. 2 Crore and = <5 crore (8 marks) • >Rs. 5 Crore (10 marks) | 10 Marks |

| Sr.No. | Evaluation Criteria | Max. Marks |
|--------|---|------------|
| 7 | <p>The Bidder should have experience in developing, deploying and managing cloud-based application</p> <ul style="list-style-type: none"> • Cloud (AWS/Google/Azure/Oracle) enabled - Three Projects - 10 marks • Cloud (AWS/Google/Azure/Oracle) enabled - Five Projects - 15 marks • Cloud (AWS/Google/Azure/Oracle) enabled - Seven or more Projects - 20 marks <p>Evidence: Supporting documents of cloud accounts as mentioned in the Pre-Qualification e.g cloud account bills/ Workorder/ Completion Certificate/ Project ongoing certificate from the client</p> | 20 marks |
| 8 | Presentation of a scalable cloud architecture product using the open-source tools, technologies require to scale to 1 million loads/per 5 minutes | 30 marks |
| | Total | 100 |

Empanelment Conditions:

1. All future jobs/ work/project will be awarded through RFQ. DIC at its sole discretion, based on its requirements, may adopt the lowest quote or QCBS (Quality & Cost based selection) based model however the same would be notified while inviting RFQs from the empanelled bidders. Bidder shall have to qualify as per qualification criteria of RFQ document for the respective jobs/ scope of work. Bidder shall submit the required supporting documents relevant to qualification criteria for technical evaluation of the bid.
2. The empanelment process will be as under:
 - a) Screening based on qualification criteria

b) Further Technical evaluation of the bidder by DIC

The Bidders scoring a minimum of **80** marks in evaluation process will be eligible for empanelment.

3. The selected resource from the bidder shall be required to sign a Non-Disclosure Agreement cum Undertaking with DIC that he/she shall not disclose any information related to Development/Audit/testing/Security breach with any third person. The confidentiality shall prevail even after the completion of the duration of empanelment.

DIC reserves the right to contact the reference clients to ascertain the submission made by the bidders, during the evaluation process.

TERMS & CONDITIONS

1. Submission of an EOI is evidence of a Bidder's consent to comply with the terms and conditions of the Request for EOI process and subsequent bidding process. If a Bidder fails to comply with any of the terms, its bid may be summarily rejected.
2. The willful misrepresentation of any fact in the EOI will lead to the disqualification of the Bidder without prejudice to other actions that DIC may take. The EOI and the accompanying documents will become the property of DIC. The Bidders shall be deemed to license, and grant all rights to DIC, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for EOI process.
3. DIC reserves the right to accept or reject any or all responses received against the EOI received without assigning any reason therefore whatsoever and DIC's decision in this regard will be final.
4. DIC reserves the right to inspect the facilities of the bidder at any time during the evaluation stage to verify the genuineness and to ensure conformity with the proposal submitted.

5. No contractual obligation whatsoever shall arise from the EOI process.
6. Any effort on the part of Bidder to influence the evaluation process may result in the rejection of the EOI.
7. DIC is not responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays in between.
8. DIC reserves the right to verify the validity of the information provided in the EOIs and to reject any bid where the contents appear to be incomplete, unclear, incorrect, inaccurate or inappropriate at any time during the process of EOI.
9. Bidders shall be deemed to have:
 - a. Examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
 - b. Examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by making of reasonable enquiries.
 - c. Satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the Bidder shall notify DIC in writing on or before the end date/time.
10. The bidder shall bear all costs associated with submission of EOI, presentation/ POC desired by DIC. DIC will not be responsible or liable for any cost there of, regardless of the conduct or outcome of the process.
11. Bidders must advise DIC immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advice.
12. Shortlisted Bidders must not advertise/publicize in any form (without prior written permission from DIC) about their unit having been shortlisted by DIC.
13. The bidder should be agreeable to provide:

- a. Competent resources for development of software, NOC/SOC operations/DevOPS etc. as per the requirement of the project.
- b. Source code, object code/executable code, unit test cases, unit test code, and compilation procedures(build/make file, build scripts etc.), Source code quality report using reputed Code Quality Tools, Test Scripts for CIT/SIT/UAT of the developed application/customizations and subsequent upgrades, if any
- c. All necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture/design, Test Cases documentation for CIT/SIT/UAT, Deployment guide on infrastructure servers, and Release notes) must also be delivered with every source code delivery for any change.
- d. DIC may provide indicative price for each required resource beforehand
- e. The hired resources shall work under the guidance of the DIC team and follow the office hours of the DIC. The resource must not limit himself/herself to office hours and should be ready to contribute as and when required by DIC.
- f. Service Provider must provide the resources selected during the QCBS evaluation within 21 days from the date of work order award.
- g. Replacement of Resource: If the bidder needs to replace a resource working with DIC due to any reason such as the resignation by the resource or any dispute of the bidder with the resource etc. the bidder will have to report it to reporting officer of the resource at DIC immediately. The employment terms of the resource should facilitate the notice period of 90 days to relieve the resource, acceptance of resignation & relieving of the resource (after due knowledge transfer) by the reporting officer of the

resource at DIC. To arrange a replacement at commencement of notice period for knowledge transfer during the notice period would be the responsibility of the bidder and DIC would pay only for one resource during this handholding period.

- h. The service provider must provide a replacement of resource within 15 days of the request made by DIC if in case the deputed resource does not perform satisfactorily or some behavior issues.
 - i. In case Service Provider/ Empaneled Agency is unable to provide the replacement of resource within the specified time as mentioned above the service provider will be charged Rs. 2500 per day till it provides competent manpower (The penalty will be maximum upto 30% of the man month rate quoted in the price bid in RFQ.)
 - i. The regular violation of not providing quality manpower, frequent replacement, and not providing manpower within the stipulated time period, the empanelment may be cancelled and the PBG will be forfeited.
 - j. The resource may be required to work for extended hours to meet the timeline of the project. No overtime will be provided for the same. However compensatory off may be given on the desecration of reporting officer.
- 14. The Intellectual Property Rights on the developed software code and related documentation will be with DIC.
 - 15. The software development will be carried out as per the best practices followed worldwide.
 - 16. DIC may decide to have a mixed set of in-house and bidder's resources for sustainable good quality of software development and bidder should be agreeable to work under this setup and should agree to transfer necessary knowledge and skills to DIC personnel such as - Functional Specifications, Technical specifications, SRS, Integration specifications ,Application architecture/design, Integration architecture/design, Test Cases document, Deployment guide on infrastructure servers, Release

notes, user guides & training manuals are mandatory deliverables apart from Source code & Build guides.

17. The application development/customization work carried by the empaneled bidder(s) will be subject to unit testing, stress/performance testing, system integration testing & user acceptance testing etc. and security audit as applicable. However, no additional fees/charges would be payable by DIC for the rectification of errors detected during the testing/audit process.
18. The bidder should be agreeable to provide to DIC all necessary functional and technical documentation required by DIC from time to time.
19. The bidder is in agreement with DIC to execute the contract, Non-Disclosure Agreement (NDA) and Integrity Pact as per the format of DIC. The contract format along with NDA and integrity pact will be shared with eligible Bidders.
20. DIC may re-visit any of the conditions of this EOI, before the deadline for submission.
21. Conflict of Interest: An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project ("Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
22. DIC shall have the right to change the terms & conditions/ cancel the tendering process at any time, without thereby incurring any liabilities to the affected Bidders. Reasons for changing the terms & conditions/cancellation, as determined by DIC in its sole discretion include but are not limited to, the following:
 - a. Services contemplated are no longer required
 - b. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - c. The project is not in the best interest of DIC
 - d. Any other reason

Annexure I - Eligibility Criteria

“Empanelment of IT Solution /Service Providers”

| SN | Eligibility Criteria | Compliance (Yes/ No) | Bidder's Response | Attachment Tag/ Page No. |
|----|--|----------------------------|----------------------|--------------------------------|
| 1. | The bidder should be registered as a company in India as per Company Act 1956/2013 or a partnership firm registered under LLP act 2008 | | | |
| 2. | The bidder should have a registered office in India. | | | |
| 3. | The bidder should have successfully completed/implemented at least three projects of software development during the last three years preferably for a Regulatory body or a Banking /Financial Institution | | | |
| 4. | The bidder should not be a blacklisted firm/company in any Govt. department/Banks/PSU/other institution in India due to unsatisfactory performance, breach of general or specific instructions, corrupt or fraudulent or any other unethical business practices. | | | |

| | | | | |
|----|---|--|--|--|
| 5. | Bidder should have adequate manpower with experience in the technical skills on-roll since last 1 years engaged in software development and support activities | | | |
| 6. | <p>Bidder should have implemented at least:</p> <p>5 Turnkey IT projects/products over public Cloud platforms like AWS/Google/Azure/Oracle etc</p> <p>or</p> <p>1 very large cloud-enabled developed product on public cloud (AWS/Google/Azure/Oracle) with more than 1 million user</p> <p>And 1 mobile application developed based on Android or iOS platform with minimum 1 lakh download</p> | | | |
| 7. | Average turnover for Last 3 years (with respect to Services / Annual Maintenance Contract only) is more than 1 cr. (Provide proof) | | | |

Annexure-II - EOI Submission Form

(To be submitted on the letterhead of the Agency(s))

To,

Date: _

Sr. Director,
Digital India Corporation
Electronics Niketan Annex,
6 CGO Complex,
New Delhi-110003

Dear Sir,

Subject: Submission of the Expression of Interest (EOI) for
"Empanelment of IT Solution/Service Providers"

We,undersigned, offer to provide services in accordance with your Expression of Interest (EOI) for "**Empanelment of IT Solution /Service Providers**" dated_____.We are hereby submitting our Expression of Interest(EOI).

We hereby declare that all the information and statements made in this Expression of Interest (EOI) are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the EOI document. We understand DIC is not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

_____ Name of

Bidder: _____

_____ Address: _____

Location: _____ Date: _____

Annexure III – Bidder’s Information Details:

| Sr. No. | Items | Bidder’s Response |
|---------|---|-------------------|
| 1 | Basic Information | |
| | a) Name of the organization & contact person | |
| | b) Registered office Address | |
| | c) Phone no. of the contact person | |
| | d) Email address of the contact person | |
| | e) Web site if any, of the organization | |
| | f) Year of commencement of business | |
| | g) PAN no. | |
| | h) Service tax registration No. / GST No. | |
| 2 | Location of competency center and number of professionals | |
| 3 | No. of certified professionals with mandatory skills. | |
| 4 | Average relevant experience of Project Managers handled software development projects | |
| 5 | Average relevant experience of software engineers implemented Development projects | |
| 6 | Net profits during past three financial years | |
| | Net Profit (In Rupee Lakhs): | |
| | For 2021-22 | |
| | For 2020-21 | |

| | | |
|----|--|--|
| | For 2019-20 | |
| 10 | Annual turnover of the bidder (in Rupee Lakhs) in each of the last three financial years | |
| | For 2021-22 | |
| | For 2020-21 | |
| | For 2019-20 | |

Authorized Signatory:

Name of the authorized signatory:

Date:

Place:

Seal

Annexure-IV- Format for submission of previous projects undertaken

Details of the project undertaken in India or internationally (Attach Copy of Purchase orders/ any documentary evidence) (**One sheet for each Project should be submitted**)

Project no. 1

| Sr. | Items | Mandatory (Y/N) | Bidder's Response |
|-----|---|-----------------|-------------------|
| 1 | Client name | Y | |
| 2 | Location of the client along with contact person, contact no and email id | Y | |
| 3 | a. Date of Purchase Order received for the project b. Date of Commencement of contract: c. Date of Implementation of the project: d. Status of the Project (whether Implementation /Maintenance etc.): | Y | |
| 4 | Nature of project for the Clients(Please list the activities handled by the bidder) | Y | |
| 5 | Scope of Work | Y | |
| 6 | Team Size | Y | |
| 7 | Name of the Project Head | Y | |
| 8 | Name of the Technical Architect/ Designer/ Developer | Y | |

| | | | |
|----|--|---|--|
| 9 | Software Tools & Technology used | Y | |
| 10 | Total Efforts in Man months | Y | |
| 11 | Contract Amount (in Rupees Lakhs) | Y | |
| 12 | Any other relevant information including reason for delay if any | N | |

Note: The bidder should give the above information in this format only.

Authorized Signatory:

Name of the Authorized Signatory:

Date:

Place:

Seal

(Bidders are required to furnish details for each project they have undertaken as per the eligibility criteria)

Annexure-V Format of Performance Bank Guarantee

Ref. No.

Bank Guarantee No.

Dated:

To,
Sr. Director,
Digital India Corporation, Electronics Niketan Annex.
Ministry of Electronics & Information Technology,
4th Floor, Electronics Niketan,
6 CGO Complex, Lodhi Road
New Delhi – 110003

**Ref: "Expression of Interest for Empanelment of IT Solution
/Service Providers"**

**Sub: PERFORMANCE BANK GUARANTEE for DIC, MeitY,
Government of India**

WHEREAS, M/s. (name of the bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Hereinafter, referred to as "Contract") with you (DIC) for "Empanelment of IT Solution /Service Providers."

We are aware of the fact that as per the terms of the contract, M/s. (name of the bidder) is required to furnish an unconditional and

irrevocable bank guarantee in your favour for an amount INR XXX (Rupees XXX only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount INR XXX (Rupees XXX only), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the project, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project for the total solution as per said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against DIC.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee at the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount INR XXX (Rupees XXX only)

and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein: Our liability under this Performance Bank Guarantee shall not exceed amount INR XXX (Rupees XXX only);

This Performance Bank Guarantee shall be valid only up to the completion of the project for the total solution/services as per contract, and we are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before(Date) i.e. completion of the period for the proposed DigiLocker project in Appointment for Partner Agency.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its

expiry. If the bank does not receive the Performance Bank Guarantee within the above mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day **2022.**

Yours faithfully,

For and on behalf of the

Bank,

(Signature) Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annexure VI Undertaking: Non-Blacklisting

To

Date

Sr. Director

Digital India Corporation,

Ministry of Electronics & Information Technology,

Electronics Niketan Annex.,

6 CGO Complex, Lodhi Road, New Delhi – 110003

Subject: Expression of Interest for Empanelment of IT Solution /Service Providers

Dear Sir/Madam,

In response to the EOI document subjected above, I/We hereby declare that presently our Company/ firm _____ is having an unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted / debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name

Signature

Seal of the organization

Date _____

Place _____
