



नेशनल इन्फोमेटिक्स सेंटर सर्विसिज इंक.
National Informatics Centre Services Inc.
 (रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)
 (A Government of India Enterprise under NIC)
 इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय
 Ministry of Electronics and Information Technology

Work Order
 (GSTIN No. of NICSI: 07AAACN2185J1ZE)

Work Order No:-	M2103861	Date	01-NOV-2021
Project No:-	S200079MPUP	PI Number:	PMPUP203725 dated 18/02/2021.
Project Name:-	Dr. APJ Abdul kalam Technical University,Lucknow		
Issued to:	Name:	Akal Information Systems Ltd.	
	Address:	N-161-A,2nd Floor,Siara Tower,Gulmohar Enclave,Yusuf Sarai Delhi-	
	Contact Person:	K D Singh	
	Phone No.:	9015881167	
	Email ID:	kdsingh@akalinfosys.com	

Subject: Work-Order for providing Technical & Core Competency Support Services for Projects and National Data Centre & Cloud (Development and Operations) as mentioned above.

Sir,

In reference to your Empanelment No:10(10)/2019-NICSI-Akal Valid Till: 16/08/2023 with NICSI, Issued with the approval of the Competent Authority, I have been directed to place an order for Technical & Core Competency Support Services for Projects and National Data Centre & Cloud (Development and Operations) as per the details and Terms & Conditions given below:-

S. No	HSN/ SAC Code	Description	No of Persons Required	Required Period (No. of Months/ days)	Unit Rate per Month (excluding Taxes)	Date of Deployment (From/To)	Total Amount (AxBxC)	CGST (%) /Amount	SGST (%) /Amount	IGST (%) /Amount	
			(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	
1	998313	Developers (0 to less than 2 years relevant experience)	1	One Month(s)	36,038.60	01/09/2021 To 30/09/2021	36,038.60	9.00% 3,243.47	9.00% 3,243.47	0.00% 0.00	
2	998313	Developers (2 to less than 4 years relevant experience)	1	One Month(s)	38,951.90	01/09/2021 To 30/09/2021	38,951.90	9.00% 3,505.67	9.00% 3,505.67	0.00% 0.00	
Total Amount in Rs.							74,990	6,749.14	6,749.14	0.00	
Grand Total (in Rs.):-											88,489

The services of Manpower are to be provided at the office of Dr. APJ Abdul kalam Technical University,Lucknow .Location:

Dr. APJ Abdul kalam Technical University,Lucknow

Sector 11 Jankipuram Extention

Lucknow-,Uttar Pradesh

.The contact person is Mr/Ms.Mrs. Shubhi Pandey, Programmer (Contact-nos: 9305133165 and email-id: shubhi@aktu.ac.in, dcmishra99@gmail.com, hari.sharma@nic.in, pa-upnicsi@nic.in). The details of multi-location deployment of Manpower, if any are attached in Annexure-I

1. Empanelment Terms

a) This empanelment is for NICSI/NIC internal requirement/Projects and hence the selected vendor shall discharge all its obligations under this tender to NIC/user departments as the case may be under orders from NICSI. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services to NIC/NICSI Projects, shall invite all or any actions/sanctions, as the case may be, including forfeiture of security deposit.

b) This empanelment is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The vendor should not assign or sublet the empanelment or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of Empanelment and forfeiture of the Security Deposit.

c) In case the empanelled vendor is found in breach of any condition(s) of tender, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years, for further dealings with NICSI.

2. Security Deposit

i) Security Deposit

a) The same amount of EMD shall be submitted as Security Deposit in the form of Bank Guarantee for the period of empanelment plus 3 months by all selected Agencies including Start-up/MSE within 2 weeks of being offered Empanelment failing which the offer of empanelment shall stand withdrawn.

b) Alternatively BG submitted as EMD can be continued as Security Deposit by submission of validity extension letter along with incorporation of Empanelment letter number/date etc. from the Issuing Bank Branch.

c) In the case of Demand Draft submitted as EMD, the Agency can opt for converting the same as Security Deposit for the period empanelment plus three months.

d) The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt of Security Deposit separately and valid for the period of empanelment/extended period of empanelment plus 3 months.

ii) Performance Bank Guarantee:

a).Agency shall furnish additional Performance guarantee for every purchase/work order equivalent to 3% of the purchase/work order value in the form of Bank Guarantee of any Nationalized/ Commercial bank drawn in favour of procuring organization for the period specified in the purchase/work order within 30 calendar days of acceptance of purchase/work order and payment for the first month of the work order shall be released by NICSI only after receipt of PBG as herein above

along with other required documents for payment.

b). This PBG Clause is applicable in case of Work Orders for the period of more than 3 months prospectively from the date of issue of work order.

iii) Forfeiture of Earnest Money Deposit/Security Deposit: - In case of the successful Agency fails to sign the contract within the stipulated time.

3. Payment Terms and Schedule

a) The payment to the agency will be made on monthly basis depending upon the actual duration of the support services rendered at NICS/ User Office after availing service.

b) The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICS) on monthly basis in the name of NICS-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICS/NIC/User Project coordinator. Payment will be made within 30 days on receipt of bills with complete document, subject to availability /receipt of fund from User Department.

c) Payments shall be made 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) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty and other taxes, if any, as per Government of India rules.

d) TA/DA shall be payable directly by the client on production of travel documents in original and prior approval of competent authority for undertaking such tour in project interest. TA/DA component reimbursement shall be limited to entitlement of Govt. of India Group-B Officers. However, No TA/DA is admissible for the deployment of agency resources on projects anywhere in India.

e) GST would be paid extra as may be applicable from time to time.

f) It is bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/ wages/ annual increment/ EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICS along with Vendor Invoices for the processing of the bills.

g) In case the submission of monthly bills to NICS 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 borne by the respective agency; so that NICS is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.

h) Any dispute arising between the parties during implementation of this Work Order / Contract is to be resolved mutually. If any dispute remains unsettled, the Court at Delhi / New Delhi have the exclusive jurisdiction to try and settle all disputes between the parties arising out of this contract.

4. Delivery of Services

a) The empanelled agency will undertake all the indicative activities defined in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empanelled agency so that no activities are lost sight of and all of them are handled with reasonable efficiency.

b) To discharge its responsibility, the agency will deploy experienced resources with proven competence and rich working experience. They will have to replace any resource with un-satisfactory performance within 5 working days of intimation from NICS, failing which Penalty shall be applicable as in per the tender clause. Further, no payment shall be payable for days of absent till replacement is affected.

5. Penalty for Non-Performance

a) Whether the agency get their personnel trained after receipt of the work order from NICS or in advance, the support service in response to a work order (viz the deployment of all the manpower resources mentioned in the work-order as per the date-of-joining mentioned against each in the work-order) should start as under:-

i) Within 10 days of the "Date-of-Joining mentioned in the work-order against each support service/positions" in all the Locations.

ii) Any unjustified and unacceptable delay in extending the support service as mentioned above will render the agency liable to pay Penalty Charges @1% per day of the total value (excluding GST etc.) of that resource mentioned in the work-order for next 15 days, beyond which NICS will be free to cancel the work order and get the work done through alternate sources at the cost and risk of the defaulting agency. The work order will be cancelled and work order cancellation charges @10% of the work order value will be applicable, which will be realized from pending payments of the agency or from the security deposit or by raising claims.

iii) Further, in case the date-of-joining of any resource as mentioned in the work-order differs as per the actual-date-of-deployment but falls well within the permissible time line (viz. Date-of-joining plus 10 plus 15 days penalty period) then also there is no requirement of any amendment in the work-order and the FROM and END date of that particular resource of the work-order will be automatically treated as amended based on the actual date-of-deployment and period of deployment.

b) The agency staff would strive to render the support services to the satisfaction of NICS within the time line agreed in consultation with NICS. For three defaults on the time-frame, NICS 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. The work order will be cancelled and work order cancellation charges @10% of the work order value will be applicable, which will be realized from pending payments of the agency or from the security deposit or by raising claims.

c) For this empanelment/tender, there is a provision of leave for the deployed personnel rendering the support services.. In case a deployed person leaves the job in between (because of unsatisfactory performance or any other reason) or is absent for more than one week without any information to the concerned officer/NICS, then an alternate equivalent resource is to be deployed by the agency with immediate effect. NICS will not make any payment for the duration when the required services are not rendered by the appointed agency and in case no substitute has been deployed; the Penalty equivalent to 2 times of "per day cost" of the hired services (subject to maximum of monthly wage of the resource) shall be deducted from the respective monthly bill of the agency if the replacement has not been made within 10 calendar days.

d) However, in case of maternity leave granted as applicable under the Maternity Benefit (Amendment) Act, 2017, replacement shall be provided on demand from the competent authority for which separate payment will be payable, in addition to leave salary paid to the resource on maternity leave during the period of work order.

e) It is the bounden duty of the agency empanelled to regularly pay (before 7th of every month) the deployed manpower their entitlements like monthly salaries/wages. NICS does not expect any employee related complaints to escalate to NICS. A penalty of 1% of the agency's billed value shall be applicable for the month in which such instance is brought to the notice of NICS.

f) For three instances of either cancellation of the work order or not accepting the work order, the empanelment will be cancelled and Security Deposit will be forfeited. Besides, the agency will be debarred from quoting for NICS tenders for the next three years.

g) The penalty will also be applicable in case of misuse/damage of NICS equipment. The decision of NICS on the quantum of penalty will be final and binding in such cases.

Further, the penalty will be applicable for established negligence of a resource and not for the delay/damage otherwise.

6. Award of Contract

a) The selected agency will submit the security deposit of equal amount of EMD in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment plus 3 months or extended period if any (with 3 months add on period), in favour of NICS, New Delhi.

b) The incidental expenses for execution of agreement/contract shall be borne by the successful agency.

c) The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the selected bidder will entail termination of the contract without prejudice to the rights of the NICS. In addition, NICS shall be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

d) During empanelment period if the bidder's name got changed due to acquisition, amalgamation etc., the bidder must inform NICS with all required documents within one month of its name change failing which the empanelment will be cancelled and EMD/BG forfeited.

7.. General Terms and Conditions

a) Consortiums are not allowed for the scope of this empanelment/ tender.

b) All the deployed requisite manpower by the empanelled agency against various work orders as per the terms and conditions of the Tender must be an employee of the empanelled agency and no subcontracting is allowed.

c) The agency must have proven IT enablement through which NICS should be provided access to view individual work order details, payment of salaries/wages for the deployed manpower. NICS may ask the Agencies to demonstrate their capability as per this clause at point in time during the empanelment.

d) In the event of the bidding company's or the concerned division of the company being taken over/bought over by another company, it shall be ensured in the

negotiation for their transfer that all the obligations under the agreement with NICS, are passed on for compliance by the new company/new division.

- e) All panel agencies automatically agree with NICS for honouring all aspects of fair trade practices in executing the work orders placed by NICS.
- f) The selected Agency will be responsible for any damage to equipment, property and third party liabilities caused by acts on the part of its deployed manpower. All equipment will be used only for the purpose of carrying out legitimate business and will not be put into any other use.
- g) NICS will be free to allocate the work to any of the empanelled agencies.
- h) The agency should furnish copies of all appointment documents of the deployed manpower to NICS for its records from time to time
- i) The empanelled agencies will be required to undertake the work in any part of India.
- j) Work order will be placed on the empanelled Agency(s) in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order or an alert through e-mail for downloading the Work Order from the official Web Site of NICS.
- k) Objection, if any, to the Work Order must be reported to NICS by the selected Agency within five (5) working days counted from the Date of Issue of Work Order for modifications, otherwise it is assumed that the selected Agency has accepted the Work Order in totality. This is applicable in case of electronic publishing/delivery of Work Order also.
- l) The Agency will get the police verification done of the deployed manpower.
- m) Retaining a candidate deployed by the agency shall be the prerogative of NICS and no resource change shall be made without written consent of the concerned Project Coordinator/NICS.
- n) For the manpower deployed, the Agency will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature and two passport size photographs and furnish these details/information to NICS at the time of deployment or soon thereafter as the case may be.
- o) The Agency shall be solely responsible for discharge of all the legal obligations/statutory requirements under various labour legislations as may be in force from time to time in so far as the workmen engaged by him for this work are concerned. Such deployed manpower or the Agency will have no right or claim of any kind from NICS.
- p) Staff of the agency must carry Identity card issued by the agency while on duty at NICS/ NIC/User Department. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises.
- q) NICS will not reimburse any amount, other than the value/amount approved in the Tender finalized, towards any statutory contributions which Government may make it mandatory or introduce in future. These issues must be settled between the empanelled agencies and the manpower supplied by them from time to time as per the government rules and regulations.
- r) The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the deployed manpower shall be of the empanelled agency. NICS shall remain indemnified of any conflict of such nature arising between the agency and its employees. However, NICS may ask the empanelled agency to submit documentary proofs of such nature along with the monthly bills raised by the Agency.
- s) The selected Agency will provide escalation matrix for problem resolution.
- t) The deployed supporting staff are entitled to a maximum of 12 days leave in a calendar year i.e. one day per completed month (maximum 5 leaves allowed at a time). No carry forward of unavailed leave is available at the end of calendar year.
- u) Compensatory off is also available in case of work during holidays.
- v) . In case any query or clarification is required relating to this Work-order, the concerned Project Manager (Neeraj Gautam, General Manager) at NICS-New Delhi shall be contacted. The contact number is 01122444131 and email-id is neeraj@nic.in .

For National Informatics Centre Services Inc

(Neeraj Gautam)
General Manager &
Project Manager

Copy To:

1. HoD, GM/DGM NICS, New Delhi.
2. Accounts Section, NICS-New Delhi (Email: nics-account1@nic.in)
3. Project Manager (Neeraj Gautam, General Manager), NICS-New Delhi (Email: neeraj@nic.in)
4. Concerned NICS State Coordinator.
5. PO Section NICS-New Delhi (Email:pa-ponicsi@nic.in)
6. Guard File.