

No. 10(52)/2016-NICSI

Date: 01.02.2019

To,

M/s. Electronics Corporation of India Ltd.
#G-15, Dakshinapan Shopping Complex,
Dhakuria Kolkata – 700 068
India

Kind Attn.: Mr. Nirmal Das, DGM Mobile No. +91-9830116684
Email id: nkd.ecil@gmail.com

Subject:- Empanelment of selected Agency consequent upon finalization of tender no. NICSI/TRAINING NATIONAL/2018/05 for Empanelment of Agencies for Conducting General and Application Specific Computer Training (National).

Dear Sir,

I am directed to refer to your financial bid in response to our Tender No. NICSI/TRAINING NATIONAL/2018/05 for Empanelment of Agencies for Conducting General and Application Specific Computer Training (National) and to inform that the competent authority of NICSI has decided to empanel your firm (hereunder referred to as a Agency) on the following terms and conditions and prices mentioned in this empanelment letter.

Part-I

Approved Rates

1. Basic Level (Minimum number of person expected in training is 15)

S. No	Description of work	Rate (INR)
1	Cost per Participant per day for providing Training for full-day at user site	800
2	Cost per Participant per day for providing training for full-day at agency site	1700
	Total (INR)	2500

2. Intermediate Level (Minimum number of person expected in training is 10)

S. No	Description of work	Rate (INR)
1	Cost per Participant per day for providing Training for full-day at user site	1000
2	Cost per Participant per day for providing training for full-day at agency site	2000
	Total (INR)	3000

3. Advanced Level (Minimum number of person expected in training is 10)

S. No	Description of work	Rate (INR)
1	Cost per Participant per day for providing Training for full-day at user site	2400

2	Cost per Participant per day for providing training for full-day at agency site	3400
Total (INR)		5800
4. Application Specific (Minimum number of person expected in training is 15)		
S. No	Description of work	Rate (INR)
1	Cost per Participant per day for providing Training for full-day at user site	1400
2	Cost per Participant per day for providing training for full-day at agency site	-
Total (INR)		1400

Part-II

SCOPE OF WORK

1. This empanelment is for imparting "General and Application Specific Computer Training" in the Government Sector at all-India level.
2. As part of training activity, the empanelled agencies will provide competent faculty, infrastructure, course-ware both agency developed and subject certified literature by original software developers. Also appropriate refreshment & lunch arrangements will be made by the Agency. The agencies will impart such training at any place in India either at their own premises or at the user's premises. However, it may be noted that Application Specific Training would be conducted only at user's premises and not at agency premise.
3. In places where neither the empanelled agencies nor the user have their own infrastructure for conducting the training, the empanelled agency will organize adequate infrastructure for the training at mutually agreed site.
4. Four levels of training have been identified, and are as follows:
 - i. Basic Level - for the beginners
 - ii. Intermediate Level - for officials with basic IT knowledge
 - iii. Advanced Level - for IT professionals
 - iv. Application Specific Training - for officials with basic IT Knowledge

Part-III

Terms & Conditions of Empanelment

1. AWARD OF CONTRACT (EMPANELMENT)

- 1.1. The empanelment under this tender, with all its terms and conditions, can be used by NIC also.
- 1.2. The Training schedule will be provided 2 weeks in advance to the agency by the user/NIC/NICSI.
- 1.3. The empanelment will be valid for a period of **3 years in the first instance from the date of empanelment**. It may be extended for another year depending upon the need of NIC/NICSI's project requirements with mutual consent. The empanelled agency will have to renew/re-submit the security deposit for the extended period of empanelment.
- 1.4. All empanelled Agency must honor all tender conditions and adherence to all aspects of fair trade practices in executing the purchase work orders placed by NICSI on behalf of its clients. Failing this, NICSI may forfeit their EMD.



- 1.5. In the event, the empanelled Company or the concerned division of the Company is taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company.
- 1.6. Empaneled Agency cannot sub-contract any part of scope of work to any other company.
- 1.7. In case the agency refuses to sign empanelment within seven days of communication from NICSI, the offer would be treated as withdrawn and the bidder's EMD will be forfeited.
- 1.8. In case the empaneled agency is found in breach of any condition(s) of tender at any stage during empanelment, legal action as per rules/laws, shall be initiated against the agency and EMD/Security Deposits shall be forfeited.
- 1.9. NICSI may, at any time, terminate the empanelment by giving written notice of 30 days to the empanelled agency without any compensation, if the empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- 1.10. The Agency will perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and will observe sound management, technical and engineering practices. It will employ appropriate advanced technology, safe environment and safe and effective equipment, machinery, material and methods. The Agency will always act, in respect of any matter relating to this Contract, as faithful advisors to NICSI and will, at all times, support and safeguard NICSI's legitimate interests in any dealings with Third Parties.
- 1.11. The agency will not, without NICSI's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of NICSI in connection therewith, to any person other than a person employed by the Agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance.
- 1.12. The agency or its employees will not disclose the content of training, the details of NIC/NICSI application software, to any outside person or allow its unauthorized use. The selected agency should not also disclose the above to any of its existing or future clients. The training literature, proposed to be distributed to NIC/NICSI end-user trainees should carry a high quality NICSI LOGO sticker, approved by NICSI, on the cover page.
- 1.13. The agency will not outsource the training assignments to any other agency except their direct franchisees under any circumstances. This violation will attract forfeiture of EMD/Security deposit and cancellation of work order. The cost incurred on executing the work order through other empanelled source will also be recovered from the outstanding bills or by raising claims.
- 1.14. NICSI reserves the right to inspect the performance of the agency prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. NICSI reserves the right to cancel the work order assigned to the agency at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the agency and under no circumstances the agency will be eligible for any payment or damages from the NICSI.
- 1.15. For Intermediate and Advance level trainings. NICSI/NIC will examine the suitability of the faculty before start of the training at its discretion.
- 1.16. For Application SW specific training, Trainers Training Programme will be conducted for agency trainers on applications by NICSI/NIC officers and these trainers will further train the participants.



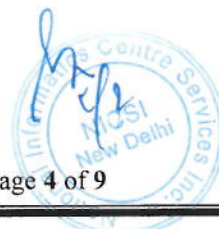
- 1.17. If the agency is not able to fulfill its obligations under the contract, which includes non completion of the work, NICSI reserves the right to cancel the Purchase/work order and select another agency to accomplish the work. Any costs, damage etc. resulting out of the same will have to be borne by the selected agency.
- 1.18. NICSI reserves the right to cancel any work assignment given to the agency without assigning any reason for the same. In case any work order is cancelled then NICSI is not liable to pay any cost incurred thereof.
- 1.19. The end product of all the work assignments carried out by the agency, in any form, will be the sole property of NICSI.
- 1.20. NICSI may at any time terminate the Contract by giving written notice to the selected Agency, without compensation to the selected Agency, if the selected Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- 1.21. NICSI may by written notice sent to the Agency, terminate the work order and/or the Contract, in whole or in part at any time as per project requirement. NICSI reserves the right to elect:
 - a) To have any portion completed of the work order at the contract terms and prices: and/or
 - b) To cancel the remainder and pay to the selected Agency for partially completed Services at contract terms and prices.
- 1.22. In the event of any dispute or difference arising under these conditions or any special conditions of contract in connection with this contract, the same will be referred to the Chairman, NICSI for final decision and the same will be binding on all.

2. PLACING OF WORK ORDERS

- 2.1. The PBG against any new work order need to be submitted separately and the PBG against old work order will be returned post its validity period.
- 2.2. Work Order will be placed on the empanelled agency in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Order or an alert through e-mail.
- 2.3. Objection, if any, to the Order must be reported to NICSI by the empanelled agency within three (3) working days from the date of receipt or date of email whichever is earlier for modifications, otherwise it is assumed that the empanelled agency has accepted the order in totality.

3. SAMPLE LIST OF COURSES

- 3.1. For Basic, Intermediate and Advanced levels of trainings, an indicative list of courses for which trainings may be required is listed as below:
 - i. Cyber Security
 - ii. Networking
 - iii. Operating Systems
 - iv. Database Concept & Design, Database Administration
 - v. Enterprise Architecture
 - vi. Computer Languages
 - vii. CMMI/ISO Standards
 - viii. Project Management
 - ix. Remote Sensing and GIS
 - x. Data Centre and Cloud Technologies
 - xi. Data analytics and Business Intelligence
 - xii. Mobile Application Development Frameworks
 - xiii. Data Warehousing, Data Mining etc.
 - xiv. Land Survey Technology
 - xv. Office Products: Computer Basics, MS-Office, Open Office, etc.



xvi. Any other Emerging Technologies

3.2. APPLICATION SPECIFIC TRAINING (for participants with basic knowledge of IT)

- i. Extensive hands-on Training on Software Applications developed by NIC/NICSI to users
- ii. Awareness Training on Software Application for Management/Supervisors
- iii. Administrative trainings such as GeM, e-proc, RTI etc.

Note:

It may be noted that the training courses mentioned above are indicative and the Agency would need to provide trainings on latest topics/courses as the need may be at the time of training.

For Application Specific Training (AST), up to 10 master trainers/instructors from the Agency would be trained by NIC/NICSI officials for a period up to one week, on the application at NIC Hqrs/State Center. The trained faculty will further train other faculty/instructors, from the agency, if necessary to provide the AST to intended users at desired locations. However the faculty/instructors trained by the initially trained 10 master trainers/instructors will be evaluated by NIC/NICSI Officials before certifying them as Trained Faculty.

Part-IV

Payment and Penalty

1. PAYMENT

- 1.1. Empaneled agencies should furnish details of the billing location from where they are going to raise their Bills/Invoices to NICSI, New Delhi. Any change in the billing address should be pre-approved by NICSI and supporting documentation as required by NICSI must be submitted on demand.
- 1.2. Empaneled agencies must raise their Bills/Invoices in the name of NICSI, New Delhi.
- 1.3. The payment to the agency will be made on payment terms and conditions mentioned on work order issued by NICSI.
- 1.4. Payment will only be made in Indian Rupees. Payment will be made only after successful & satisfactory completion of the assigned work to be as determined by NICSI.
- 1.5. Pre-receipted bills will be submitted in triplicate in the name of NICSI. 100% payment would be processed against proof of completion of assigned work and submission of relevant documents i.e. satisfactory completion certificate from user/NIC/NICSI along with Attendance sheet and User Feedback Form in the prescribed format as per NICSI Tender. If multiple trainings are conducted against one work order multiple invoices may be raised after completion of one or more training programs.
- 1.6. Payment will be made as per actuals subject to the maximum mentioned in the work/purchase order. Extra payment will be admitted if the number of participants exceeds the batch size as per the rates finalized through this tender. If the number of participants are less than the minimum batch size in one training, payment will be processed for minimum batch size for that training assignment. It may be noted that batch size for any level of training should not exceed 35 participants. In case the batch size exceeds 35 participants, a proper justification from concerned HoG at NIC would be required. In any case the batch size should not exceed 50 participants.
- 1.7. Payment will be made after deducting penalty amount, if any. The maximum penalty will not exceed 25% of the quarterly payment due to the agency.



- 1.8. PBG will have to be renewed for such further periods till satisfactory services has been provided by the empanelled agency and there after the PBG will be returned to the empanelled agency. If bills, complete in all aspects are submitted with all relevant documents as defined above, NIC will ensure that the payment are made to empanelled agency within thirty days from the date of bill submission.
- 1.9. Payments shall be subject to deductions of any amount for which the empanelled agency is liable under the empanelment. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and any other taxes.
- 1.10. If the bills are not submitted after completion of assigned work along with relevant documents within 30 days, penalty @ 1% per week subject to a maximum of 2% will be levied from the total order value.
- 1.11. In case the submission of bills to NIC, along with the necessary documents i.e. WO's/BG's etc., is delayed by the empanelled agency beyond 30 (Thirty) days from the date of issue of bill or delivery of materials etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective empanelled agency so that NIC is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due, to the respective empanelled agency.
- 1.12. The empanelled agency will organise trainings in accordance with the time schedule specified by the NICSI in its work order assignment or in discussion/direction of user/NIC. Any un-excused delay by the selected agency in the performance of its obligations under the contract will render the selected agency liable to a penalty at the rate of 1.5% of the total amount of work order per week of delay, to a maximum of 7.5% of the total amount of the work order. Beyond 4 weeks, NICSI can get the training organised through alternate sources at the cost and risk of the defaulting agency.
- 1.13. Recurring delay on the part of empanelled agency for three occasions and/or unsatisfactory performance in the training courses may lead to the forfeiture of the security deposit and/or termination of the Contract for default.
- 1.14. If at any time during performance of the Contract, the selected agency should encounter conditions impending timely performance of Services, the selected agency should promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s). After receipt of the agency's notice, NICSI will evaluate the situation and may at its discretion extend the time for performance in writing.
- 1.15. If the agency is not able to fulfill its obligations under the contract, which includes delayed/non compliance of the purchase order, NICSI reserves the right to accomplish the work done through another agency and EMD / Security Deposit of the defaulting agency will be forfeited. Also, any costs, damages etc. resulting out of the same will have to be borne by the selected agency.
- 1.16. All payments will be made through RTGS only.

Part-V

SECURITY DEPOSIT & PERFORMANCE BG

1. SECURITY DEPOSIT & PBG

- 1.1. The agency must give Security Deposit for an amount of **2 lakh INR**. Security Deposit will be in the form of Bank Guarantee (BG) of any commercial bank drawn in the name of National Informatics Centre Services Inc, New Delhi, valid till empanelment plus three months.
- 1.2. Empanelled agency must also give Performance Bank Guarantee (PBG) equivalent to 10% of the Work Order value. Performance Bank Guarantee (PBG) will be of any scheduled commercial bank drawn in the name of **National Informatics Centre Services Inc, New Delhi** for a period exceeding 3 months from the date of expiry



of work order. This PBG may be invoked in case of non-compliance to the term and conditions of the work order. PBG is required to be submitted by the empaneled agency against each work order of value greater than INR 15,000 (Fifteen Thousand rupees)

Security deposit must be made in the form of Bank Guarantee as below:

Validity	Valid for the period of empanelment/extended empanelment plus 3 months. The BG will be released after the empanelment or execution of all pending Work Orders, whichever is later.
Instrument	One single deposit in the form of Bank Guarantee/DD
Amount	Rs. 2,00,000/-

Performance Bank Guarantee (PBG) equal to 10% of total purchase order

Validity	Date of Expiry of Work Order + 3 months
Instrument	One single deposit in the form of Bank Guarantee to be submitted within 7 days from issuance of the Work Order
Amount	Equal to 10% of Work Order Value

2. REFUND OF EMD& SECURITY DEPOSIT

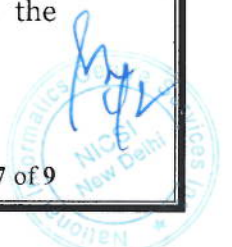
- 2.1. EMD/Security Deposit will be refunded as per the procedure defined in the tender document.

Part-VI

GENERAL TERMS & CONDITIONS

1. CONDITIONS

- 1.1. The empanelment under this tender is not further assignable by the empanelled agency. The empanelled agency must not assign its contractual authority to any other third party.
- 1.2. As a matter of policy and practice and on the basis of Notification published in Gazette of India dated 14th March, 1998, it is clarified that services and supplies of the agency empanelled through this tender can be availed by both National Informatics Center [NIC] and National Informatics Center Services Incorporated [NICSI], as the case may be depending on the project, and the empanelled agency shall be obliged to render services / supplies to both or any of these organizations as per the indent placed by the respective organization. In other words, the selection procedure adopted in this tender remains applicable for NIC as well, and in the event of rendering services / supplies to NIC, the empanelled agency must discharge all its obligations under this tender to NIC as well
- 1.3. Any default or breach in discharging material obligations under this tender by the empanelled agency while rendering services / supplies to NIC/NICSI, shall invite all or any actions / sanctions, as the case may be, including forfeiture of security deposit, invocation of performance guarantee stipulated in this tender document. The decision of NICSI/NIC arrived at as above will be final and no representation of any kind will be entertained on the above.
- 1.4. NICSI reserves the right to modify and amend any of the stipulated condition/criterion given in this tender document, after concurrence with the



empanelled agency depending upon project priorities vis-à-vis urgent commitments.

2. LIMITATION OF LIABILITY

- 2.1. Limitation of liability shall be as per the relevant law in force and as may be applicable or as per tender document.

3. INDEMNITY

- 3.1. NICSI/NIC/User departments stand indemnified by the Empanelled Agency against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof.
- 3.2. NICSI/NIC/User department stand indemnified from any claims that empanelled agency's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.
- 3.3. NIC/NICSI/User department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the empanelled agency's manpower while discharging their duty towards fulfillment of the purchase orders.

4. FORCE MAJEURE

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the place of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies NICSI, adequately of the measures taken by it, neither NICSI shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries of service under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the NICSI as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, NICSI may at his option, terminate the empanelment.

5. TERMINATION FOR DEFAULT

Default is said to have occurred

- a) If the empanelled agency fails to accept the Purchase Orders
- b) If the empanelled agency fails to deliver any or all of the services within the time period(s) specified in the purchase order or during any extension thereof granted by NICSI.
- c) If the empanelled agency fails to perform any other material obligation(s) under the contract

If the empanelled agency defaults in the above circumstances, a cure period of 30 days will be given to the agency to rectify the default failing which the empanelment will be cancelled and 8.5% of the work order value will be levied as cancellation charges. NICSI can get the work done through alternate sources with the difference

at the cost of getting the work done to be borne by the empaneled Agency with capping of maximum 10% of the value of PO for which alternative option is sorted to. In case of Termination, NIC/NICSI/user shall be liable to pay the agency for all the services accepted till the effective date of termination.

6. APPLICABLE LAW

- 6.1. The empanelled agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing/proceedings.
 - 6.2. Any material functionality which is neither in the tender document nor explicitly specified as mentioned above, either by accident or by design, will be considered to be a breach of contract, such that the bidder must be liable for legal actions and be charged for damages.
7. Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document **No. NICSI/TRAINING NATIONAL/2018/05** shall ipso facto be applicable to this empanelment letter.

You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures within seven days (7 days) from the date of the issue this letter as your acceptance of this empanelment letter along with all the terms and conditions. You are also requested to submit the security deposit as per tender terms and condition within 7 days.

Yours faithfully,

**(Manoharan R)
Sr. Manager(Tender)**



Copy to: -

1. SO, Tender Process Section, NIC, New Delhi
2. Project Coordinators, NICSI, New Delhi
3. Account Section, NICSI, New Delhi
4. Project Coordinators NIC/NICSI, New Delhi
5. Company Secretary, NICSI, New Delhi
6. Guard File

*****END*****