

## नेशनल इन्फोर्मेटिक्स सेंटर सर्विसिज़ इन्कोर्पोरेटेड National Informatics Centre Services Incorporated

Digital India
Power To Empower



जन जन की भाषा है हिन्दी

(रा० सू० वि० के० के अन्तर्गत भारत सरकार का एक उद्यम)
(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिकी और सूचना प्रोद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

(GSTIN No. of NICSI: 07AAACN2185J1ZE)

Work Order No:-	M2408585		Date	22-JAN-2025		
Project No:-	C230200GNND		PI Number:			
Project Name:-	eTransport (PMU Trans	port)				
	Name:	NetProphets Cyberworks Pvt. Ltd.				
	Address:	6th Floor, Technopolis IT Hub, C-56A/12, Sector-62 Uttar Pradesh- 201301				
Issued to:	Contact Person:	Ashish Chauhan				
	Phone No.:	9212230524				
	Email ID:	ashish.chauhan@npglobal.in				

Subject: Empanelment of agencies for Design, Development, Implementation and Maintenance of Application Software and Website

Sir

In reference to your Empanelment No:10(32)2021-NETPROPHET(Tier-3)-Rev1 Valid Till: 30/09/2025 with NICSI, Issued with the approval of the Competent Authority, I have been directed to place an order for Design, Development, Implementation and Maintenance of Application Software and Website as per the details and Terms & Conditions

S. No	HSN/ SAC Code	Description	No of Person s Require d	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 (%) /Amoun
			(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	998314	Level 11 (Minimum work experience 5 years) with one increment - Tier 3	1	Four Month(s)	1,07,668.44	01/12/2024 To 31/03/2025	4,30,673.76	0.00%	0.00%	18.00% 77,521.2
2	998314	Level 14 (Minimum work experience 10 years) with one increment - Tier 3	1	Four Month(s)	1,47,335.76	* 01/12/2024 To 31/03/2025	5,89,343.04	0.00%	0.00%	18.00% 1,06,081
		1			To	otal Amount in Rs.	10,20,017	0.00	0.00	1,83,603
					Gra	and Total (in Rs.):-				12.03.62

To be provided at the office of Ministry of Road Transport and Highways, Delhi .Location:

eTransport , NIC HQ

eTransport, NIC HQ CGO Lodhi Road

Delhi-,Delhi

.The contact person is Mr/Ms.Sh. Avnesh Kumar Sharma, HOD Infra (Contact-nos: 011-24305585, 9891159280 and email-id: hod-inftran@nic.in, pmutpt-hr@supportgov.in ). The details of multi-location services, if any are attached in Annexure-I

1. PERFORMANCE BANK GUARANATEE

i. The agency is required to ensure submission of Performance Bank Guarantee (PBG) equivalent to 3% (Three Percent) of the Work Order value issued by NICSI, as per the Office Memorandum dated 12.11.2020 issued by Ministry of Finance including any amendment, time to time.

ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee (including e-Bank Guarantee), Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.

iii. The Performance Bank Guarantee should remain valid for a period of 60 (Sixty days) beyond the date of completion of all contractual obligations of the supplier

for that project.

iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.

v. Agency shall be required to give PBG as per the following timelines (For work related to Manpower mode, HDM and Project Mode). For projects duration between 0-6 months, PBG should be submitted within 15 working days of issuance of PO by NICSI and for projects duration greater than 6 months, PBG should be submitted within 30 working days of issuance of PO by NICSI.

vi. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day delay/default with a Maximum penalty capping of 10% of PO value.

vii. In the event, wherein a WO is released by NICSI for project renewal or a fresh WO is released, the vendor shall ensure extension / submission of PBG (in the form of Empanelment Security Deposit) within 15 days of issuance of the WO.

viii. The agency has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any. ix. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues

recoverable/ payable from/ by the Service Provider on any account under the contract.

x. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.

is. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the work orders and thereafter the empanelment will be cancelled.

Payment will be made in Indian Rupees only. In this empanelment, projects may be of following 3 (three) modes;

a) Time and Material (T and M) Mode: In this mode of projects, the payment to the vendor will be made on monthly basis (for the T and M mode Projects only) depending upon the actual duration of services rendered at NICSI/NIC/User's Office after availing service.

b) Fixed Price Project (FPP)Mode: In FPP mode assignments, the payment term(s) shall be as mentioned in the Term of Reference (TOR) circulated for individual projects. The payment to the vendor will be made on the completion of the milestone as finalized by the project specific committee and agreed by the vendor. A certificate of completion of a milestone needs to be given by the concerned User Department.

c) Hybrid Delivery Mode (HDM): The payment will be as per the conditions mentioned in the TOR. It may be on completion of milestone linked with the function points or word/page counts or man-month. A certificate of completion of a milestone needs to be given by the concerned User Department.

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## PROCEDURE FOR SUBMISSION OF BILL/INVOICE

- i. The vendor would submit invoices in the online (as per the defined procedure of NICSI) OR manual mode, as asked by NICSI. The vendor will submit pre-receipted bills in triplicate (having details of concerned Work Order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) (in TandM Mode only) duly signed by NICSI/NIC/User Project Coordinator. In FPP mode, it should be accompanied with milestone completion certificate issued by the user department/NIC/NICSI as defined in the TOR. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable
- ii. Payments shall be made subject to deductions of any amount for which the vendor is liable under the empanelment or tender conditions. Further all payments to vendor 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.
- GST would be paid extra as may be applicable from time to time.
- iv. It is the bounden duty of the agency to regularly pay the deployed manpower their entitlements such as monthly salaries/wages/annual increment/EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc.(as applicable as per statutory obligations) and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- v. In case the submission of monthly bills to NICSI is delayed by the vendor 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 vendor; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective vendors.
- vi. Pre-receipted bills shall be submitted in triplicate in the name of
- National Informatics Centre Services Inc.
- Hall No. 2 and 3, 6th Floor, NBCC Tower,
- 15 Bhikaji Cama Place, New Delhi ? 110066
- 3. PENALTIS
- i. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled vendor beyond the delivery/ installation (where applicable) schedule as per purchase/ Work order will render the vendor liable for liquidated damages at the rate as mentioned in the following sections
- ii. The Empanelled vendors shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of vendor in the performance of its obligations shall attract penalty. The penalty shall be charged at the rate of 0.5% of the delayed milestone (or item in default, as applicable) per week of delay or per instance of default (in case of translation services) subject to a maximum of 10% of the work order value. Post that NICSI will have the option of getting the work done through alternate sources at the cost and risk of the defaulting vendor, which will be realized from pending
- payments of the Empanelled vendor, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.

  iii. The Agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the vendor, it can be mailed to them. The agency shall start the work within 15 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected vendor.
- iv. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the vendor, NICSI would be free to forfeit the defaulting vendor's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided vendor fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
- v. If the vendor for reasons attributable to it is not able to execute the Project/assignment as per the terms and conditions of the work order, applicable penalty clause shall be invoked and NICSI may forfeit Security Deposit/Performance Bank Guarantee in full. Besides this NICSI reserves the right to take any legal action against the vendor.
- vii. If at any time during performance of the work order, the vendor encounter conditions impeding timely performance of the ordered services, the vendor shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

  vii. Vendor needs to inform User Department and NICSI, 1(one) month (WO end date or 1 month, whichever is lesser) in advance before the deployed manpower
- will leave any ongoing project (under any circumstances). Failing this will leads to penalty of amount equal to one-month manpower's WO value or/and termination of the empanelment of such vendor.
- viii, In addition to above, all the other clauses which are not mentioned in this Purchase-order but are a part of the concerned Tender No.##TenderNo and the
- Empanelment No.10(32)2021-NETPROPHET(Tier-3)-Rev1 Valid Till: 30/09/2025 shall be ipso-facto applicable.
  In case any query or clarification is required relating to this Work-order, the concerned Project Manager (Rahul Sharma, General Manager) at NICSI-New Delhi shall be contacted. The contact number is and email-id is rahul.sh@nic.in

For National Informatics Centre Services Inc

22/01/2023 (Rahul Sharma) General Manager & Project Manager

## Copy To:

- 1. HoD,GM/DGM NICSI, New Delhi.
- 2. Accounts Section, NICSI-New Delhi (Email: nicsi-account1@nic.in)
- Project Manager (Rahul Sharma, General Manager), NICSI-New Delhi (Email: rahul.sh@nic.in )
- 4. Concerned NICSI State Coordinator.
- 5. PO Section NICSI-New Delhi (Email:pa-ponicsi@nic.in)
- 6. Guard File.