

Ministry of Health and Family Welfare
(National Informatics Centre)

The below mentioned technical manpower is working for MoHFW, under MoHFW Website Project on contractual basis.

Work order of the technical man power is under process will submit the same as soon as it is released. So, please make arrangement of temporary pass for him from 1st January 2018 to 31st January, 2018.

Following are the details of the manpower.

S.no	Name	Project Name	Designation	Mobile Number
1.	Abhishek Kumar Singh	MoHFW Webiste	Documentation Expert	9911904393

May please issue temporary passes of above for the mentioned time period.


(S.K Rastogi) 28/12/17

Technical Director (NIC)

संजय कुमार रास्तोगी/SANJAY KUMAR RASTOGI
कर्मचारी विभाग (विज्ञान 'E')/Technical Director (Scientist-'E')
राष्ट्रीय सूचना-विज्ञान केंद्र (एनआईसी)
National Informatics Centre (NIC)
स्वास्थ्य एवं परिवार कल्याण विभाग, भारत सरकार
Ministry of Health & Family Welfare, Govt. of India
निर्मल शिवन, नई दिल्ली/Nirman Shivan, New Delhi

Work Order

Work Order No.:-	(TIN Number of NICSI:07750192265)	
Project No.:-	W1760010	Date: ---/---/--- 24 APR 2017
Project Name:-	C163872WDND	Ministry of Health & Family Welfare, Delhi
Issued to:	Name:	Silver Touch Technologies Ltd.
	Address:	2nd floor, Saffron, Nr. Panchwati Circle, Ahmedabad
	Contact Person:	Mr. Sanjay Roy
	Phone No.:	8802368633
	Email ID:	sanjay.roy@silvertouch.com
Subject: Placement of Work Order for Ministry of Health & Family Welfare		

Sir,

In reference to your Empanelment No:10(24)/2015-NICSI-Silver Touch Valid Till: 30/06/2018 with NICSI, issued with the approval of the Competent Authority, I have been directed to place an order for Ministry of Health & Family Welfare as per the details and Terms and Conditions given below:-

S.No.	Particulars	Vendor Rate/Man Month	No. of Man Months/ Days	Total Price (Exclusive of Tax)
1	Documentation Expert (Tier-II)	25000.00	Twelve Man Month(s)	3,00,000.00
2	Developers (5 + years experience) (Tier-II)	55000.00	Twelve Man Month(s)	6,60,000.00
A	Total of Above (Exclusive of Tax)			9,60,000.00
B	Security Audit Clearance Certificate from CERT In empanelled agencies :			NA
C	GIGW Compliance Website Quality Certificate from STQC:			NA
D	Total Amount (A+B+C) (Exclusive of Tax)			9,60,000.00

Terms and Conditions:

A. User Detail

1. Ministry of Health & Family Welfare is to be carried for the office of Department of Health & Family Welfare, 307-D, Nirman Bhawan, New Delhi

2. The Contact person is Mr/Ms. Shri Jitendra Arora, Director(E-Gov) (Contact Nos: 9868453680, 23062317 and email-id:jitendra.arora@gov.in).

(B) Invoicing, Payment and Schedule:

Project duration of one year would be from 01-01-2017 to 31.12.2017

MileStone based Payment Terms

Sr. No:	Milestone / Deliverables	Duration	Due Amount (in %)
1.	Quarter 1	3 months	25% of Total Cost(A)
2.	Quarter 2	3 months	25% of Total Cost(A)
3.	Quarter 3	3 months	25% of Total Cost(A)
4.	Quarter 4	3 months	25% of Total Cost(A)

Service Tax Extra as Applicable

1. Payment will be made in Indian Rupees only.
2. Payment for Website / Web Portal / Application (Web and Mobile) Development:
 - 2.1. 80% payment shall be made after project completion certificate issued by user department and submission of security certificate (by CERT IN empaneled agency) whereas rest 20% payment shall be made post submission of GIGW Compliance certificate issued by STQC. For projects where GIGW compliance certificate is not required as per the scope of work, 100% payment shall be released upon submission of project completion certificate and security certificate.
 - 2.2. For assignments of spanning longer duration than 3 months, payment shall be made based on submission of applicable milestone completion certificate issued by the User Department or NIC (representing the user department) as per Milestones defined below or as defined in the scope of work circulated by the user department to the empaneled agencies.
3. Payment for Translation Services Payment shall be based upon completion of work. Payments for translation services shall be made according to milestone defined in the empanelment.
4. Payment for AMC Services: Payment shall be made on quarterly basis.
5. Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this document. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.

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6. Pre-receipted bills shall be submitted in triplicate in the name of

National Informatics Centre Services Inc, 1st & 6th Floor, 15 Bhikaji Cama Place, New Delhi ? 110066. The 100% payment, after deduction of penalties if any, would be processed against Proof of completion from the project head and Submission of Security Audit Clearance Certificate from CERT-In Empaneled agencies as applicable. Payments for work orders issued for engaging manpower on a man-month basis shall be made at the end of the month.

7. On completion of website, Security audit clearance certificate and GIGW compliance website quality certification, the vendors will submit the following

(i) Ministry of Health & Family Welfare Completion certificate from user/NIC.

(ii) GIGW compliance website quality certificate by STQC along with STQC bill in original.

(iii) Security audit clearance certificate from NICSIs empanelled Cert-In agency along with bill of security audit in original.

8. NICSIs will pay for Security audit clearance certificate and GIGW compliance website quality certificate as per the original bills submitted by the vendor or the lump sum amount quoted at the EFFORTS ESTIMATION section of the original proposal submitted by them whichever is the least.

(C) Penalty Clause:

1 Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as below:

I. Any delay, not condoned by NICSIs, on the part of agency 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. In case of translation services, error percentage greater than 5%, shall attract Penalty at the above mentioned rate. Post that NICSIs will have the option of getting the work done through alternate sources at the cost and risk of the defaulting agency, which will be realized from pending payments of the Empaneled agency, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.

II. The Empaneled agency shall not refuse to accept NICSIs/NIC work order under any pretext. The work order can be collected from NICSIs/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.

III. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSIs would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default inspite of 30 days written notice from NICSIs to cure such default

IV. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSIs in writing of the fact of the delay, its likely duration and its cause(s).

V. In the event of default 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

(D) General Conditions:

1. The above-mentioned prices are exclusive of Service-Tax and as per your empanelment with NICSIs. The Service-Tax would be payable as per the rates in-force from time to time.

2. The selected agency to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Bank Guarantee (PBG) for the amount equivalent to 10% of the PO value. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank drawn in the name of National Informatics Centre Services Inc. (NICSIs), New Delhi. NICSIs 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 purchase orders and empanelment will be cancelled. PBG clause would not be applicable for work orders issued for engaging man-power on a man-month basis for deployment duration of less than 3 months.

3. Any default or breach in discharging obligations under this tender by the agency while rendering services, shall invite all or any actions / sanctions, as the case may be, including forfeiture of security deposit stipulated in this tender document. The decision of NICSIs/NIC arrived at as above will be final.

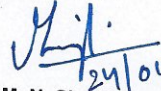
4. All terms and conditions governing rates and supply given in this tender, as applicable to NICSIs, will be made equally applicable to NIC.

5. In the event where the agency has successfully submitted the deliverable to NIC/User Department as per the milestones specified in the work order and does not get any Deliverable Review Statement/Milestone Completion Certificate from NIC/User Department within 30 days of submission of such deliverable, even after follow ups, then NICSIs may process the release of 50% payment against that deliverable/milestone and shall also intimate NIC/User Department of such action to expedite the deliverable review process.

6. In addition to above, all the other clauses which are not mentioned in this Work-order but are a part of the concerned Tender No. NICSIs/WEBSITE DEVELOPMENT/2015/42 and the Empanelment No. 10(24)/2015-NICSIs-Silver Touch dated:04/07/2016 Valid Upto: 30/06/2018 shall be ipso-facto applicable.

7. In case any query or clarification is there relating to this Purchase-order, the concerned Project Manager (Mr. Satish Dureja, Deputy General Manager) at NICSIs-New Delhi shall be contacted. The contact number is and email-id is dureja.sk@nic.in

For National Informatics Centre Services Inc.


24/04/2017
(M. N. Singh)