



नेशनल इन्फोमेटिक्स सेंटर सर्विसिज़ इन्कोर्पोरेटेड  
National Informatics Centre Services Incorporated  
(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



जन जन की भाषा है हिंदी

No. 10(05)/2022-NICSI

Date: 24/11/2023

To,

**M/s Total IT Software Solution Pvt. Ltd.**  
WZ-248, Plot No.7, Inder Puri,  
New Delhi-110012

Kind Attn: Mr. Puneet Kumar, Mobile No. 91- 9350515096  
E-Mail id: [puneet.saini@tiss.co.in](mailto:puneet.saini@tiss.co.in)

**Subject:- Empanelment of agencies consequent upon finalization of NICSI Open Tender No. NICSI/eGranthalaya Services/2022/25 for Empanelment of Agencies for Rolling Out of Library End Services for eGranthalaya Users.**

Dear Sir,

With reference to your acceptance to match the L1 rates for our our Tender No. NICSI/eGranthalaya Services/2022/25 for Empanelment of Agencies for Rolling Out of Library End Services for eGranthalaya Users and to inform you that the competent authority of NICSI has decided to empanel your firm on the following finalized/approved rates and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be valid upto 08.11.2025**, depending on the project requirements, NICSI may extend the period of empanelment for another One year through mutual consent. The agency will have to renew/re-submit the Security Deposit, if any for the extended period of empanelment.

**Part-I**

**APPROVED RATES**

**A. TRAINING**

#	Description	Basic Agency Rate per Unit (In INR)
A1	Training of 5 participants at library location or single site for 3 days. <u>Note:</u> Incremental costing shall be considered while training another set of 5 participants at a single site/ library.	25,000/-

**B. DATA ENTRY WITHOUT PC (PCs/INTERNET TO BE PROVIDED BY USER LIBRARY)**

#	Description	Basic Agency Rate per Unit (In INR)
B1	Basic Data Entry of one copy or one record of library document without PC	18/-
B2	Detailed Data Entry of one copy or one record of library document without PC	32/-

**C. DATA ENTRY WITH PC (PC/INTERNET TO BE ARRANGED BY AGENCY)**

#	Description	Basic Agency Rate per Unit (In INR)
C1	Basic Data Entry of one copy or one record of library document with PC	16/-
C2	Detailed Data Entry of one copy or one record of library document with PC	30/-

**D. MANPOWER DEPLOYMENT SERVICE FOR DIFFERENT TYPE OF RESOURCES**

#	Description	Minimum Remuneration (INR) (a)	Operating Margin (%OM) (b)	Basic Agency Rate per resources for one month (In INR) (c)= (a)*[1+(b)]
D1	Deployment of Library Associate	50,000	20%	60,000/-
D2	Deployment of Library Assistant	39,000	20%	46,800/-
D3	Deployment of Data Entry Operator	28,000	20%	33,600/-

**E. JOB WORK (BARCODE LABELLING, PASTING)**

#	Description	Basic Agency Rate per Unit (In INR)
E1	Rate per record for barcode labelling and pasting on document	4.50/-

**Note:**

1. **Service Tax & other taxes will be applicable as per government order. GST and other taxes as applicable will be paid extra.**
2. **Minimum remuneration indicated above in the Table should be the minimum monthly amount, a deployed resource to be paid (Gross Salary) by the vendor which shall include standard deductions under various applicable laws (Statutory Obligations). Beyond the Statutory Obligation, any Insurance, etc. will be as per the mutual consent between the employee and employer.**
3. **In the event, the remuneration paid by the vendor is more than as tabulated above, agency is required to bear the difference amount from their operating margin.**
4. **In the event, the employee already has a Medical Insurance, it may not be mandatory for him to take Medical Insurance Policy offered by the employer (as applicable in the applicable law).**

<b>Part-II</b>
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<b>SCOPE OF WORK</b>
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As a matter of fact, first e-Granthalaya is implemented as per NIC/NICSI policy in the library and once login is issued by e-Granthalaya Team of NIC/NICSI to the Libraries then agency role started where they can approach to the libraries and convince them to avail empanelled services through their agency once empanelled in NICSI. Sometimes, libraries may also approach to NIC/NICSI for utilization of empanelled services.

NICSI through this empanelment or RFP, seeks desired services to be provided by empaneled Agencies at the libraries after e-Granthalaya Software Implementation, these various services are mentioned in Annexure-1: "List of e-Granthalaya Services at users/Libraries end". Such work will be for a definite period and will not amount to any kind of employment obligation, on the part of NIC/NICSI. Also, the users/ libraries can avail a mix of services and doesnot mandate the users/ libraries to avail all services.

**A. ROLLOUT SERVICES**

The agency will provide support for various services by deployment of requisite kind of resources in libraries across India as per WO issued from NICSI. The deployed person should meet the qualification/experience criteria as given in the **Annexure-2: "Resource Criteria"**. The details of each activity for rollout services in libraries are as below.

**A.i Training**

This activity needs to be completed within 30 days period after issuing WO from NICSI by deploying requisite number of Manpower as mentioned in Annexure-2: "Resource Criteria". In case, work is not completed within 30 days from WO date then agency may be charged with penalty as per penalty clauses given in the empanelment letter/ tender document.

**A.i.i On-Site Training**

After issuance of work order from NICSI for training, following activities needs to be carried out: -

- i. Deploy the requisite resources as per work order at library site.
- ii. Get e-Granthalaya 4.0 Login from User Library required to login the application or Agency can use DEMO version of e-Granthalaya to impart training to library staff.
- iii. Training days/duration as per WO
- iv. Training time: 9.00 AM to 5.30 PM (or as per user convenience)
- v. Prepare training Schedule and submit to the user dept/library and follow it
- vi. Deliver **Two sets** of user manual in Print.
- vii. Agency will use its Laptop/Desktop to impart Training, however, premises, projector, room, chairs, net connectivity and other infra will be provided by the User/Library organization.
- viii. For Hands-on, user dept/ library will provide adequate number of working desktops with net connectivity.
- ix. Agency person is not liable to get any kind of honorarium, tour expenditure, accommodation or lodging and boarding and any other kind of facilities from user department/libraries.
- x. Once Training is complete then Agency will collect the certified form/ duly signed and stamped by user department/library Co-ordinator and will submit the same to NICSI along with bill for release of payment.
- xi. Agency will not club participants from different WO during on-site training.
- xii. Physical site will be counted as single for one WO (anywhere in the country, single physical site per WO only)
- xiii. No. of Participants as per empanelment/WO.
- xiv. Once Training is complete, Agency needs to submit the Bill in NICSI along with Completion certificate as per **Annexure-4: On Site Training Completion Certificate.**
- xv. NO TA/DA/Lodging/Boarding will be provided by NIC/NICSI/User Deptt.

**A.i.ii Data Entry Services****A.i.ii.i Basic Data Entry**

Basic data entry includes data entry in e-Granthalaya software using data entry form of e-Granthalaya (Retro-Conversion), barcode generation, labeling and pasting and shelving. *It does not include construction of class numbers (classification) and Entry of Abstract fields.* In case of Basic data entry, the Library will provide the readymade data of call number, etc. Data entry sources are directly from books, journals and members records and not from the Accession Register or any other printed records. Photo of Book cover will also be uploaded either by scanning or downloading from net. Data entry would be made as per AACR2 or other cataloguing standard as per user library choice. Total core fields for data entry would be 20 for books/journals and 20 fields of member records.

Data Entry of One copy (One Accession No.) of document will be counted as single unit and will be regarded as One Record.

In case of Members data, details of the Member will be entered in the software along with photo of the member which will be provided by the user. All members data will only be treated as Basic Data Entry type and one member will be calculated for payment as one record equivalent to one copy of Book record. **Maximum 3 barcode labels will be pasted (Label quality: Polyester Barcode Label, size 50x25 mm/ Resin Ribbon, size: 110mm x 300 mts.)** For scanning the member/book photo, scanner of agency will be used.

Agency has to complete the basic data entry of books with a minimum holding up to **5000 documents in a library in a month**. The data entry job of 5000 documents will be treated as a single block and for more collection or bigger size library; the data entry job will be multiplied in **block of as one-unit library having 5000 documents** size. This activity needs to be completed within a specified period by deploying requisite number of **Data Entry Operators/Library Assistant** with the qualification mentioned in **Annexure-2: "Resource Criteria"**. There will be maximum 20 core fields for data entry of books and members. After issuance of work order for data entry, following activities needs to be carried out:

- i. Deploy requisite number of manpower to complete the task given in WO.
- ii. Data Entry of documents as per AACR2/Other cataloguing standard of library holdings of documents in the prescribed format for basic data entry purpose.
- iii. Assigning Keywords and Subject Heading in consultation with library staff.
- iv. Generation of Bar Code, Labeling, pasting and shelving (max. 3 labels).
- v. Acquisition Data (Cost of the book/vendor etc.) will be regarded under Basic Data Entry.
- vi. Get the data verified by Library Coordinator and get the Data Verification Certificate.
- vii. For Printing the barcode labels of Accession No / Member No agency will use its own infrastructure (barcode Printer, Stationery, etc.) of top quality.
- viii. Data entry of members records – one-member record will be regarded as one record
- ix. One Accession No will be counted as one record.
- x. In case, data entry work will be carried more than one month then agency may submit the monthly bill to NICSI along with certificate from users/library.
- xi. In case, less than 5000 books / records are entered in a month agency may be charged for **penalty** as per penalty clause (if delay is not due to non-readiness of the site at user end which should be reported to NICSI and certified by user while submitting bill to NICSI for payment. (refer Annexure-5: Site Not Ready to seek exemption).
- xii. Data Entry may be of two categories – One where PCs and Net Connectivity will be provided by the User Library and another where PCs and NET Connectivity may be provided by the Agency.
- xiii. Data entry job will be done in Library premises only, data entry will be done from Book itself, later after completion of data entry, labelling and pasting will be done and then books will be placed on the racks.

- xiv. In case, non-availability of Internet or poor net speed, data entry may be done using e-Granthalaya Excel Format and then need to be migrated by Agency in co-ordination with e-Granthalaya Team of NIC. In this case, after migration of data from excel – agency needs to edit records, if required. After migration, agency need to complete labelling and pasting job for barcode labels. For migration from excel to e-Granthalaya 4.0- agency need to get verified the excel format by e-Granthalaya Team of NIC before migration. For migration from excel - agency need to get permission, instructions, and tool from e-Granthalaya Team at no cost.

#### *A.i.ii.ii **Detailed Data Entry***

This involves more detailed jobs given in BASIC DATA ENTRY plus including Construction of call number - Classification of Documents as per DDC or UDC scheme or other scheme, Finding subject headings from Thesaurus or **Subject heading** Lists, Controlled key words, Downloading/scanning photos of books from Internet, Generation of Bar coding, labelling, pasting and shelving. Detailed Data Entry will also include entry of **ABSTRACT** of the documents. In case, net connectivity is not available in the user library then Agency has to use its scanner to scan the cover photo of the book to be uploaded with book details.

Detailed Data Entry will also contain **Acquisition Data** of the book which will be entered in the software using Retro-Conversion form of e-Granthalaya 4.0.

Agency has to complete the detailed data entry with a minimum holding up to **5000 documents in a library in a month**. The data entry job of 5000 documents will be treated as a single block and for more collection or bigger size library; the data entry job will be multiplied in **block of as one-unit library having 5000 documents** size. This activity needs to be completed within a specified period by deploying requisite number of **LibraryAsst./ Associate**. After issuance of work order for data entry, following activities need to be carried out: -

- i. Basic Data entry + Classification + Abstract.
- ii. Data Entry of Documents as per AACR2/Other Cataloging Standard of library holdings of documents in the prescribed format for detailed data entry purpose.
- iii. Construction of call number. Classification of Documents as per DDC or UDC scheme or another scheme.
- iv. Finding subject headings from Thesaurus or Subject heading Lists, Controlled key words.
- v. Downloading/Scanning photos of books and inserting in document record using agency scanner.
- vi. Scanner etc. will be provided by agency.
- vii. Detail data entry up to maximum 30 fields for a collection including ABSTRACT/Acquisition Data and a photo of document and member.
- viii. Bar coding using eGranthalaya software, labeling, pasting and shelving using Agency Infrastructure (Barcode Printer/Stationery).
- ix. Get the data verified by Library Coordinator and get the Data Verification Certificate.
- x. For Printing the barcode labels of Accession No/ Member No agency will use its own infrastructure (barcode Printer, Stationery, etc.).

xi. Other conditions same to Basic Data Entry.

**Note 1:** Data Entry may be of two categories - One where PCs will be provided by the User Library and another where PCs may be provided by the Agency.

**Note 2:** One Paragraph of Abstract with minimum 100 words required. Abstract need to key-in and not to be uploaded as file.

**Note 3:** Maximum Five Acquisition Fields are required which includes Currency, Cost in Original, conversion rate, cost in Rupees, discount, vendor, bill no, bill date etc.

**A.i.ii.iii Job Works (Labelling, pasting and shelving only)**

- i. No data entry covers under this service.
- ii. This includes printing of Barcode labels if data entry already done in software.
- iii. Barcoding, pasting and then shelving of books will be done under this service.
- iv. Maximum 3 barcode labels will be printed/pasted.
- v. Barcode printer and stationery will be provided by agency.
- vi. Barcode labels of size and type mentioned under Basic Data entry.
- vii. Barcoding of book accession no or member no. are covered under this service.
- viii. The agency shall ensure to complete the work within 6 months otherwise penalty shall be applicable as per section of Penalty for Delay.

**NOTE: Before pasting labels on the book, agency must test the labels by reader.**

**A.i.iii Manpower Deployment Services**

After implementation of e-Granthalaya in a library, a need may be felt to hand-hold the operations for a specified period for data entry, report generation, execution of processes, and documentation of implementation and to carry issue/return job or any other job in library to be specified by user department. Accordingly, requisite number of persons may be deployed in terms of **(i) Library Associates, (ii) Library Assistants and (iii) Data Entry Operators**. These manpower will provide various kinds of supports to the Library to run the software smoothly. The Qualification and Experience of such manpower are given in the **Annexure-2: "Resource Criteria"**.

- i. Number and Type of Resources desired by User/Library will be deployed on site for specified period.
- ii. Payment will be made to agency on monthly basis for such manpower deployed.
- iii. Duly signed MPR certified by User Dept/Authority will be submitted to agency and then agency will submit the bill to NICSI for payment.

**Part-III****TERMS OF EMPANELMENT****1. SIGNING OF CONTRACT/ EMPANELMENT**

- i. All the incidental expenses of execution of agreement/contract shall be borne by the respondents.
- ii. The Agency will sign the contract (letter of empanelment) within 07 days from issue of this letter, failing which the offer will be treated as withdrawn.

**2. PLACING OF PURCHASE ORDER BY NICSI**

- i. Once Services are empanelled in NICSI, then user department/Libraries (existing users or new/potential users) may request NICSI to get Performa Invoice in order to make the payment towards cost of the services as per empanelled rates/ quantum of work. Here, the agency may help users to decide the services and to get released the PI for the same from NICSI. PI will be issued against PI Request Form to be available at NIC/NICSI web site and will be in the name of Govt. organizations (and not the agency).
- ii. The User Department/libraries will make the payment to NICSI in ADVANCE as per NICSI policy according to Invoice issued from NICSI and will also mention the name of desired Agency among the empanelled to carry the work. The user department/libraries will also certify the readiness of the site.
- iii. NICSI will issue the Work Order (WO) as per Invoice in favour of desired Agency (if opted by user/library) or decided by e-Granthalaya project Co-Ordinator in NIC/NICSI.
- iv. Once WO is issued in favour of desired agency from NICSI, then agency will deploy required manpower at library end in consultation with user/library department.
- v. Once work is completed by agency as per the schedule mentioned in WO issued by NICSI then agency need to submit the completion certificate with bills to NICSI duly certified by user department/library for releasing payment to agency.
- vi. Payment to the agency will be done by NICSI as per the payment plan mentioned in WO issued from NICSI.
- vii. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 bidder of such particular category for distribution of projects (purchase orders) / work in that category. However, NICSI / User shall have right to choose any other eligible agency for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.

**3. READINESS OF SITE/PREREQUISITES TO ROLLOUT SERVICES AT LIBRARY**

- i. Agency will collect Work Order with work schedule from NICSI for services desired by user dept./library and for which dept has paid to NICSI in advance.
- ii. Agency will interact with the User Library / Co-Ordinator for readiness.
- iii. Agency will check the readiness at library end and will start services in close co-ordination with users (libraries).



- iv. In case any delay due to non-readiness of the project site/infrastructure - agency will report to NICSI and will submit SNR as per annexure-5: Site Not Ready.

#### **4. DUE DATES FOR WORK ORDERS (WO)**

The WO will contain due dates depending on the nature of activity for:

- i. Training related WO must be completed within 30 days after issue of WO from NICSI, otherwise penalty clause may be imposed.
- ii. Start of operations/deployment of resources i.e. maximum 30 days from the date of issue of WO.
- iii. Phase wise completion dates, if any.
- iv. Completion of all the operations depending on the scope of work.
- v. Any delay in execution of order will attract a suitable penalty as per terms of Work Order.
- vi. The Data entry project, irrespective of library collection, needs to be completed not beyond Six months from the WO date (+ one month for start of work).

#### **5. WORK ORDER SCHEDULE**

On receipt of WO from NICSI, the agency will immediately identify a Co-ordinator to act as single point of contact to get in touch with the Client's Project Coordinator/User Department/Library. The delay in start of operations attracts penalty clause.

#### **6. SECURITY DEPOSIT FOR EMPANELMENT**

- i. The agency will submit the security deposit in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee), Bankers Cheque from a Commercial bank or online payment in an acceptable form for the duration of the empanelment plus 3 months or extended period if any (with 3 months add on period), in favour of NICSI, New Delhi.
- ii. Security Deposit amount is INR 150,000 (Rupees One lakh and Fifty Thousand only).**
- iii. The security deposit will be released without any accrued interest after the empanelment or execution of all pending work orders whichever is later.
- iv. Empanelled agencies shall be required to submit Security Deposit within 14 days of issuance of Empanelment letter by NICSI.
- v. The Security Deposit should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the agency i.e., empanelment duration/ period of extension of empanelment.

#### **7. PERFORMANCE BANK GUARANTEE**

- i. The agency shall be required to furnish a Performance Bank Guarantee (including e-Bank Guarantee) equivalent to 3% (Three Percent) of the Purchase order/ Purchase Order value.**

- ii. As per GFR 17 / Clause 171 (i), 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, 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 PBG should remain valid for a period of 60 (Sixty days) beyond the date of completion of all contractual obligations of the supplier.
- iv. 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.
- v. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the WORK ORDER.
- vi. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- vii. In the event wherein a work order is released by NICSI for a fresh work order or project, the agency shall ensure submission of fresh/ revised PBG within 15 days of issuance of work order.
- viii. 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 work order value per day delay with a Maximum penalty capping of 10% of work order value.

## **8. FUNCTIONAL REQUIREMENTS**

- i. The agency will deploy the requisite manpower resources required, so that the necessary time schedules are met.
- ii. The deployed resources should meet the minimum qualification/experience criteria mentioned in Annexure-2: Resource Criteria. The deployment of resources not meeting the criteria will be treated as non-deployment attracting the penalty clause. A copy of certificate for Educational Qualification and experience etc should be submitted to NICSI/User department/library before releasing any payment to the engaged manpower.
- iii. List of manpower, qualifications, responsibilities, police verification during work should be submitted to User department required for getting permission to enter in the premises of institute.
- iv. Based on the scope of work mentioned in WO, the necessary documents should be submitted to NICSI/User.
- v. Duly signed/stamped monthly progress report (MPR) should be submitted by user Department (for manpower deployment only) to agency and then agency will submit it to NICSI along with bills.
- vi. In case of site not ready, the necessary letter/certificate should be obtained from the user to avoid penalties due to late start/delay in completion of activities before commencement of any work. Format for SNR given in Annexure-5: SNR.
- vii. In the interest of immediate execution of roll-out assignment, the agency can have their resources trained on eGranthalaya SW prior to their deployment. NIC Project team for eGranthalaya will provide initial Product Knowledge

- and training from time to time to agency and will issue the certificate which is essential for every manpower to be deployed for e-Granthalaya Services. However, cost of such training, if any may be borne by agency.
- viii. The agency will assess Customer Feedback and redress through defined standards/processes of deliverables in consultation with core eGranthalaya project team.
- ix. For rollout of data entry and post implementation support agency has to complete the job as per time limit mentioned in the work order on the basis of requirement of NICSI client. In case of faster rollout requirement by NICSI client, agency must deploy extra manpower to complete the work to the satisfaction. In case of perceived delays, the agency will deploy extra manpower or extend the manpower deployed for extra months with no additional cost to NICSI.
- x. NO WORK can be done beyond SIX MONTHS - if quantum of WO is more that agency need to deploy more manpower/ resources to complete the WORK within six months from the date of WO (+ one month for start of work).

## 9. PAYMENT PROCESS

- i. As WO will be issued by NICSI, so payment will be made by NICSI on submitting the Bill with certificate from user department.
- ii. A pre-receipted bill, along with certificate of MPR/satisfactory performance from the user Library of the project will have to be submitted as per the **Payment Plan** as mentioned in this section.
- iii. Payment will not be made in ADVANCE.
- iv. Payment will be done as per activities mentioned in WO
- v. Payments shall be subject to deductions of any amount for which the vendor is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- vi. The Agency shall be made payment as per the provision detailed in the **Payment Plan** as mentioned below:-

### Payment Plan:

#### Payment schedule of Activities

Stage No.	Services	Payment Schedule
1.	<b>Training Service: -</b> On Completion of Training <b>Annexure-1: List of e-Granthalaya Services /Scope of Work</b>	100% after completion
2	<b>Data Entry Service: -</b> <ul style="list-style-type: none"> <li>• Basic Data Entry</li> <li>• Detailed Data Entry</li> <li>• Member Records Entry</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly Payment after completion of month shall be done on actuals (minimum 5000 entries).</li> <li>• However, in case the entries are less than 5000, the agency shall be</li> </ul>

		allowed to raise invoice if the entire project doesnot have more than 5000 entries or the pending entries for the project (in a month's duration) is less than 5000; after certification by user department.
3	<b>Manpower deployment Service:</b> <ul style="list-style-type: none"> <li>• Library Associate</li> <li>• Library Assistant</li> <li>• Data Entry Operator</li> </ul>	Monthly Payment after completion of month (MPR mandatory) duly signed by user Dept.
4.	<b>Job WorkService:-</b> <ul style="list-style-type: none"> <li>• Generation of 3 barcode labels of each accession No.</li> <li>• Labeling and pasting</li> <li>• Shelving of book</li> </ul>	The agency can raise One Single invoice Either at 100% completion of the task duly certified by user dept / or Monthly raise invoice to receive payment on actuals.

#### 10. PENALTY FOR DELAY

- i. Agency need to start work in library within 30 days after issue of WO from NICSI except WO for training which needs to be completed within 30 days after issue of work order. Otherwisewill be liable for below mentioned penalty clauses.
- ii. Any delay in deployment of manpower in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the rate of 1.00% of the order value per week of the delay with a maximum limit of 10%.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, NICSI will impose the penalty as above and will have an option to cancel the order and award the work to any other empanelled agency and get the work done from any other source at the risk and cost of such defaulting agency.
- iv. If the new work order as mentioned above is for the project to enhance the existing resource requirement, then the penalty of 10% shall be on the sum total of all such work orders. The defaulting Agency shall ensure Knowledge transfer to new agency without any financial implication to the project.
- v. The Security Deposit and the Performance bank Guarantee, if any submitted by the agency would be forfeited and empanelment shall be cancelled.
- vi. Defaulting agency would be de-barred from participating in any NICSI Tender for a period of three years.

#### 11. GENERAL TERMS AND CONDITIONS

##### A. GENERAL CONDITIONS

- i. Internet connectivity will be the sole responsibility of Library/ User Department.
- ii. No interest shall be payable for the Earnest Money Deposit/Performance Guarantee/ Security deposits and No deviations from these terms and conditions will be accepted.

- iii. In case the agency is found in breach of any condition(s) of empanelment or tender then the Security Deposit will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting agency concerned from participating in NICSI Tenders for three years.
- iv. During the period of empanelment validity, in case of non-satisfactory services by agency empaneled, NICSI has right to hire the services of the other agencies empanelled.
- v. The responsibility of distribution of works among empaneled agencies will rest with respective User Department/Library or NIC/NICSI. Empaneled agencies may approach User Department/Library for taking work at own level.
- vi. The agency will take care the matter related to Provident Fund, Employees Insurance or Bonus as per govt norms. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- vii. The empaneled agencies will provide service all over India. No TA/DA from User/NIC/NICSI is admissible to the deployed resource in the project.
- viii. The agency should be registered under relevant contract labour (Regulation & Abolish) Act, wherever applicable and attach certificate. 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 so far as the workmen engaged by him for this work are concerned. Such support staff or the agency will have no right or claim of any kind from NIC/NICSI or its clients.
- ix. The manpower being provided by the agency under the project will work under the supervision of management of Nodal Officer from the User Department and whole project will be co-ordinated by a Team Leader from agency.
- x. The list of resource categories for which the Agency would be expected to provide manpower resources to User Department/Library given in the Annexure-2: (Resource Categories).
- xi. The manpower resources provided by an agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the User Department and NIC/NICSI.
- xii. No extra cost will be paid to the empaneled agencies for any up-gradation/enhancement made by NIC in e-Granthalaya Software during the roll out period.
- xiii. The empaneled agencies will manage independently all the operations under the control of the respective User Department/Library Administration.
- xiv. This empanelment or tender does not include the third party devices, software integration with e-Granthalaya Software like UPS/Barcode Printer/Scanner, etc.
- xv. The services of the agency can be availed by both National Informatics Center Services Incorporated [NICSI] and National Informatics Center [NIC] and, as the case may be depending on the project, and the agency shall be obliged to render services 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 empanelment or tender remains applicable for NIC as well, and in the event of rendering services to NIC, the vendor shall discharge all its obligations under this empanelment or tender vis-à-vis NIC. Any default or breach in discharging obligations under this empanelment or

- tender by the vendor while rendering services to NICSI/NIC, shall invite all or any actions / sanctions, as the case may be, including forfeiture of security deposit/PG etc..
- xvi. In the event of an empaneled agency or the concerned division of the agency being taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the NIC/NICSI, should be passed on for compliance by the new company in the negotiation for their transfer and inform to NICSI.
  - xvii. The agency agree with NICSI for honoring all aspects of fair-trade practices in executing the work orders placed by NICSI.
  - xviii. The empanelment is not assignable by the agency. The 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 empanelment or tender. If found doing so, shall result in termination of empanelment and forfeiture of Security Deposit.
  - xix. In case the vendor is found in breach of any condition(s) of empanelment or tender or provide service as per empanelment or tender or breach of SLA, at any stage during the course of empanelment the legal action as per rules/laws, shall be initiated against the vendor and Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years, for further dealings with NICSI.
  - xx. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NICSI. Any notification of preferred agency status by NICSI shall not give rise to any enforceable rights by the agency. NICSI may cancel the tender/empanelment at any time prior or after the empanelment being executed by NICSI.
  - xxi. NICSI may use this empanelment or tender for executing any projects anywhere in India during the validity of this empanelment or tender.
  - xxii. NICSI, without assigning any reason can reject any tender(s)/empanelment, in which any prescribed condition(s) by agency is/are found in any respect and at any processing stage.
  - xxiii. The agency should not use NICSI empanelment to take orders directly from any other user departments. Doing so will result in cancellation of empanelment and forfeiture of Security Deposit and the vendor will be debarred from participating in any NICSI Tender for at least three years.
  - xxiv. NICSI may by written notice sent to the agency; terminate the work order and/or the empanelment, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICSI's convenience, the extent to which performance of work under the work order and /or the empanelment is terminated, and the date upon which such termination becomes effective. NICSI reserves the right to cancel the remaining part and pay to the agency the amount for partially completed Services.
  - xxv. Due to any unavoidable circumstances, if the agency is not in a position to execute future orders, NICSI should be intimated the same with convincing justifications, at least one months in advance. NICSI will conduct independent enquiry about such claims and the availability of equivalent/better product. The decision arrived at by NICSI in such matters will be final. If the inability shown by the vendor is only due to some financial/technical reasons, such requests will not be considered. However, for all cases in which the User Department has transferred fund to NICSI for procurement,

- the vendor must supply equivalent or better product/services to fulfil NICSI's obligation to the User Department. Any failure to adhere to this will result in forfeiting the Security Deposit and debarring the vendor from participating in NICSI tenders for minimum three years.
- xxvi. The agency shall be solely responsible for discharge of all the legal obligations/statutory requirements under various labor legislations as may be in force from time to time, so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the agency will have no right or claim of any kind from NICSI or its clients.
- xxvii. Staff of the agency must carry Identity card issued by the agency while on duty at NICSI or client site. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises.
- xxviii. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the agency and the manpower engaged by them from time to time as per the government rules and regulations.
- xxix. The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the vendor. NICSI or its clients shall remain indemnified of any conflict of such nature arising between the agency and its employees. NICSI may ask the vendor to submit documentary proofs of such nature as and when need arises.
- xxx. The agency shall have to enter into a written agreement with NICSI for honoring all empanelment or tender conditions and adherence to all aspects of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its clients.
- xxxi. During the validity of the panel including the extended period, if any, if the Agency provides similar service/solution to any other Government department in price lower than provided to NICSI with same terms and conditions. The vendor shall voluntarily pass on the price difference to NICSI. The effective date will be the date of quoting lower rates by the bidder in the bid/quote. In the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to the NICSI, and in the event of increasing of government levies subsequent to the finalization of the panel; NICSI shall automatically pass on the pro-rata benefits to the Vendor, if the same have been explicitly given in the financial annexure.
- xxxii. The agency shall be required to provide Security Deposit as per section of Security Deposit for Empanelment and Performance Bank Guarantee (who are awarded WO/PO) as per Section of Performance Guarantee. Security Deposit will be in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank, or online payment in an acceptable form both nationalized and Scheduled Banks drawn as per NICSI format attached in this empanelment or tender. In case of default by the agency on non-acceptance of the work orders, the Security Deposit/ BG will be forfeited, and empanelment will be cancelled.
- xxxiii. The agency shall be required to give Performance Guarantee, Security Deposit/Performance Guarantee." on empanelment. Performance Bank Guarantee will be from any Scheduled commercial Banks drawn in the name of National Informatics

Centre Services incorporated, New Delhi for a period of empanelment. One empanelment period is over thereafter the Security Deposit shall be returned to the agency without any interest.

xxxiv. **The approved rates shall be valid for the period of empanelment and the extended period, unless revised.**

xxxv. The vendor or its deployed manpower 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 warranty purposes of such performance.

xxxvi. The services will be provided by agency at User's premises, in any part of the country. agency is not allowed to take the documents outside User premises at any point of time.

xxxvii. The Agency cannot organize classroom training on e-Granthalaya Software and agency will work against specific work orders only issued from NICSI in favour of the agency of User choice.

xxxviii. Minimum wages act of Centre/State has to be followed during the empanelment.

#### **B. INTELLECTUAL PROPERTY RIGHTS**

- i. NICSI/NIC shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, source code, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NICSI.
- ii. If NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NICSI, prior to termination of this Contract and which shall be assigned by NICSI to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NICSI.
- iii. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.



- iv. The source code would also be the property of NIC/NICSI and the agency would not use the same for any demonstrations or other projects.
- v. Whatever Software used by agency during completing work, agency needs to make sure to use license version and should not use the pirated one.

**C. CONFIDENTIALITY**

- i. The agency shall not use Confidential Information, the name, or the logo of NIC/NICSI/ End User Department except for the purposes of providing the Service as specified under this empanelment.
- ii. The agency may only disclose Confidential Information in the following circumstances:
  - a) with the prior written consent of NICSI/ End User Department;
  - b) to a member of the Agency's Team ("Authorized Person") if:
    1. the Authorized Person needs the Confidential Information for the performance of obligations under this empanelment;
    2. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this empanelment
- iii. The agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NICSI/ End User Department.
- iv. The agency (Recipient) shall execute/sign a Non-Disclosure Agreement (NDA) with the user (Discloser)
- v. The agency shall notify NICSI/ End User Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this empanelment or with the authority of NICSI/ End User Department
- vi. The agency shall be liable to fully recompense NICSI/ End User Department for any loss of revenue arising from breach of confidentiality. NICSI/ End User Department reserves the right to adopt legal proceedings, civil or criminal, against the agency in relation to a dispute arising out of breach of obligation by the agency under this clause.

**D. INDEMNITY**

- i. The Agency shall indemnify NICSI from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising, or incurred inter alia during and after the Contract period:-
- ii. Any negligence or wrongful act or omission by the Agency or any third party associated with Agency in connection with or incidental to this Contract or;
- iii. Any breach of any of the terms of this Contract by the Agency, the Agency's Team or any third party
- iv. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
- v. The Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.

- vi. NICSI/User department stand indemnified from any employment claims that the hired manpower / agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders.
- vii. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

#### **E. TERMINATION FOR INSOLVENCY**

NICSI may at any time terminate the work order / contract by giving written notice to the Agency, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent. NICSI will not be responsible for any misinterpretation or wrong assumption by the Agency.

#### **F. TERMINATION FOR DEFAULT**

- i. Default is said to have occurred
  - a) If the vendor fails to accept the Work Orders.
  - b) If the vendor fails to execute purchase order in time schedule given/extended by NICSI.
  - c) If the vendor's execution performance is not satisfactory even after repeated NICSI reminders to improve.
  - d) If the vendor fails to perform any other obligation(s) under the contract
- ii. If the vendor defaults on "a" of above circumstances, his Bid security/PG /BG received against this empanelment will be forfeited and empanelment will be cancelled.
- iii. If the vendor defaults on either of the b, c & d of above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NICSI (or takes longer period in spite of what NICSI may authorize in writing), NICSI may terminate the empanelment/contract/purchase order in whole or in part.
- iv. NICSI may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NICSI for any extra expenditure involved towards goods and services to complete the scope of work in totality or 10% of the work order as cancellation charges whichever is higher.

#### **G. EMPLOYEE VERIFICATION**

- i. All the manpower deployed by the agency may be subjected to proper background verification check for Date of Birth, Educational Qualifications, Experience, and police verification of antecedents.
- ii. The agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

#### **H. RESPONSIBILITIES OF THE AGENCY**

- i. The manpower required is to be deployed by the Agency within 30 days of issue of the work order or as specified in the work order.

- ii. If due to any unavoidable circumstances the deployed manpower needs to be replaced /changed then the agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project. The agency will give one-month notice prior to replacement of any resource manpower.
- iii. Agency will provide resources after proper screening by conducting test/Interview and share its screening process/marks with NICSI. If after repeated three screening attempts the Agency fails to provide the suitable candidates, the order may be cancelled.
- iv. The agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- v. Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- vi. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work / project and any other necessary action as required by NICSI and provisions of the legal framework of the country.
- vii. The Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NICSI.
- viii. During Work, in case any mis-happening happened with any of the deployed manpower then NICSI and User Department will not be responsible for any financial and non-financial liability.

#### **I. LIABILITY OF THE AGENCY**

- i. Agency shall be liable for all acts of omissions and commission by its employees deployed under this empanelment and NICSI/NIC/User Department shall stand and insulate against aggrieved third-party complaints against any civil or criminal actions of the service provider or its employees.
- ii. Agency to indemnify NICSI/NIC/User Department for non-compliance with the specifications given to create the software, for any intellectual property infringement of any third party, for any employee-related claims, for any personal injury or property damages, etc.
- iii. Except conditions enumerate in Indemnity Clause, the damage caused by the agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment, that can be levied on the agency shall not exceed the total contract value of the work entrusted to them.
- iv. The Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the agency or its employees.
- v. Limitation of liability: In no event will agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability,

including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.”

**J. FORCE MAJEURE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts 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 country 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 the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the 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 purchaser 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 this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

**K. ARBITRATION**

- i. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- ii. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- iii. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

**L. DISPUTE RESOLUTION**

- i. The Agency and NICSI shall endeavour their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the empanelment.
- ii. In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Department of Information Technology, Government of India.
- iii. The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this empanelment or tender document.

- iv. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The agency shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement/Empanelment notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

**M. APPLICABLE LAWS**

- i. The vendor 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.
  - ii. All disputes in this connection shall be settled in Delhi jurisdiction only.
  - iii. NICSI reserves the right to cancel this empanelment or tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NICSI will not be under obligation to give clarifications for doing the aforementioned.
  - iv. NICSI reserves the right that the work can be allocated to any of the empaneled vendors.
  - v. NICSI also reserves the right to modify/relax any of the terms & conditions of the empanelment or tender by declaring/publishing such amendments in a manner that all prospective vendors/parties to be kept informed about it.
  - vi. NICSI, without assigning any further reason can reject any empanelment or tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
  - vii. NICSI also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm.
  - viii. All procedure for the purchase of stores laid down in GFR shall be adhered-to strictly by the NICSI and Agencies are bound to respect the same.
  - ix. The vendor should provide with each equipment drivers and related user manual, even if multiple items/equipment's are ordered for a location.
  - x. Agency needs to provide an undertaking in the form of Non-disclosure agreement as per "Annexure-3: Non-Disclosure Agreement".
  - xi. The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Such as, every act of the successful vendor, needs to be in accordance with Information Technology Act 2000.
  - xii. The agency and their deployed personnel either during the contract or after its completion, shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of NICSI without the prior written consent of NICSI
  - xiii. Minimum Wages Act of Centre/State Governments have to be followed during empanelment period.
12. *Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eGranthalaya Services/2022/25 shall ipso facto be applicable to this empanelment letter.*

**You are requested to acknowledge receipt of this letter and submit a sealed & signed copy of each and every paper of this letter along with Annexures and a covering letter on company's letter head within seven days (7 days) from the date of the issue this letter, failing which, action will be taken as per tender terms & conditions.**

**You are also requested to submit the Security Deposit as per tender terms and conditions.**

Yours Sincerely,

**(Dr. Yoginder Talwar)**  
**Sr. General Manager & HOD (Tender)**

Copy to: -

1. Guard File

**Annexures**

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**The necessary annexures are given in the following pages.**

NICSI

**ANNEXURE - 1: LIST OF E-GRANTHALAYA SERVICES**

S. No.	Service Components/ Item	Activities Involved		Remarks
A.	Training	On-Site Training <ul style="list-style-type: none"> <li>• Prepare Training Schedule and submit to NICSI/User dept.</li> <li>• Conduct 3 Days On-Site Training</li> <li>• Deploy suitable Resource person on Site</li> <li>• Supply of 2 Sets of User Manual in Print</li> <li>• Hands-on mandatory</li> <li>• Get Completion Certificate from user/library (details given in Scope of Work)</li> </ul>		After completion of Training, get completion certificate from user and submit to NICSI with bills for release of the payment.
B.	Data Entry of Books / Members:-  1. Data Entry with Org PCs  2. Data Entry with Agency Provided PCs	Basic Data Entry <ul style="list-style-type: none"> <li>• Data Entry direct from Books for all available fields</li> <li>• Assigning of minimum 5 Keywords to each book</li> <li>• Data Entry in e-Granthalaya Software for maximum 20 core fields (other details given in Scope of Work)</li> </ul>	Detailed Data Entry <ul style="list-style-type: none"> <li>• Same as Basic Data Entry</li> <li>• Preparation of Abstract</li> <li>• Preparation of Classification No as per</li> <li>• Scheme</li> <li>• Uploading cover photo (other details given in Scope of Work)</li> </ul>	Minimum 5000 Records in one Month /per site Monthly Bills with certificate from user may be submitted to NICSI for release of payment
C.	Manpower Deployment	<ul style="list-style-type: none"> <li>• Library Associate</li> <li>• Library Assistant</li> <li>• Data Entry Operators</li> </ul>	Qualification as per Annexure – 2: Resource Criteria	Payment on Monthly basis, with duly signed MPR from users
D.	Job Work (Barcode generation, labeling and pasting)	<ul style="list-style-type: none"> <li>• Barcode label generation (max.3 labels per book)</li> <li>• Pasting on book</li> <li>• Shelving of book after labeling</li> </ul>	These services are required if data already entered in software.	(details given in Scope of Work)



**ANNEXURE - 2: RESOURCE CRITERIA**

<b>S. No.</b>	<b>Resource/Work Type</b>	<b>Qualification/Experience</b>
1.	Library Associate	Master's degree in library and Information Science (M L I Sc) or equivalent, or Associateship in Lib. Sc, No experience mandatory
2.	Library Assistant	Bachelor in Lib Sc or Equivalent, or Associateship in Lib. Sc, No experience mandatory
3.	Data Entry Operator	Certificate/Diploma in Library Science/12 <sup>th</sup> Passed with Typing Experience.
4.	Resource Person for Training	Master's degree in library and Information Science with Training Certificate from e-Granthalaya Team of NIC/ Associateship in Lib. Sc.
5.	Basic Data Entry Resource person	Certificate / Diploma in Library Science / B.L.I. Sc / M.L.I. Sc/ Associateship in Lib. Sc.
6.	Detailed Data Entry Resource Person	B. Lib.Sc / M.L.I. Sc/ Associateship in Lib. Sc,

B.L.I. Sc /B.Lib.Sc. – Bachelor of Library and Information Science.

M.L.I. Sc/M.Lib.Sc. – Master of Library and Information Science.

### **ANNEXURE - 3: NON-DISCLOSURE AGREEMENT (NDA)**

We hereby undertake that we will not disclose any information about the project, person associated with the project to anybody. We will sign detailed NON-DISCLOSURE AGREEMENT as and when desired by user.

WHEREAS, we the undersigned Service Provider, \_\_\_\_\_, having our principal place of business/registered office at \_\_\_\_\_, are desirous of providing services under the terms and conditions as stipulated under RFP No. <<>> dated DD-MM-2020<<>> "EMPANELMENT OF AGENCIES FOR ROLLING OF USER END SERVICES OF E-GRANTHALAYA" (hereinafter called the said 'RFP') to NICSI, having its office at HALL NO. 2 & 3, 6TH FLOOR, NBCC TOWER, 15 BHIKAJI CAMA PLACE, NEW DELHI - 110066., hereinafter referred to as 'Purchaser' and,

WHEREAS, the Service Provider is aware and confirms that the Purchaser's business/operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Service Provider of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Service Provider agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
  - a. the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;
  - c. is obtained by the Service Provider from a third party without any obligation of confidentiality;
  - d. the Service Provider is required to disclose by order of a competent court or regulatory authority;
  - e. is released from confidentiality with the written consent of the Purchaser.

The Service Provider shall have the burden of proving hereinabove are applicable to the information in the possession of the Service Provider.

3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Tendering process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda,

notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party/anyone, any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.
9. Vendor shall ensure that entire data is deleted at their end, after getting confirmation from User. Before the closure of the project, entire data should be deleted from Vendor's Infrastructure.

For and on behalf of:  
(Service Provider)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

**ANNEXURE - 4: ON SITE TRAINING COMPLETION  
CERTIFICATE**

(Duly signed/stamped by Agency and User Deptt and will be submitted with bill to NICSI for payment)

I / We certify that the ..... Days On-Site Training program on e-Granthalaya conducted successfully from DATE: dd/mm/yyyy to Date: dd/mm/yyyy as per WO No..... Date:..... issued by NICSI. (No. of Participants: .....).

List of Participants attached.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by NICSI. In addition to the above NICSI will not be responsible to pay the bills for any completed / partially completed work, if Tender was allotted.

(Signature of User Dept/Library with Seal)

Name:  
Capacity in which as signed:  
address  
Date:  
Place:

(Signature of Agency with Seal)

Name:  
Capacity in which as signed:  
Name & address of the Company / Firm:  
Date:  
Place:

**ANNEXURE - 5: SITE NOT READY (SNR)**

For Site Not Ready (SNR) cases, agency requires to submit SNR certificate as per table given below duly signed by NICSI Officer In charge/project Coordinator/User. However, regarding readiness of site, the decision of the NICSI Officer In charge/Project Coordinator/User will be final. No penalty will be imposed for SNR cases, for the period of delay.

SITE NOT READY (SNR) CERTIFICATE		
1	Name of State	
2	Location / Place	
3	Work Order No. and Date	
4	Project No (If any)	
5	Name of the Equipment	
6	Name of Vendor	
7	Date of Delivery	
8	Date of 1 <sup>st</sup> Visit	
9	Site Not Ready, Reason	
10	Tentative Date of Site being Ready for Installation	
11	Contact detail of vendor for getting equipment installed, if site gets ready	
12	Certificate	There is no delay on the part of vendor in getting the equipment installed.
13.	Name of User Dept./ Library	
(With official Seal) Name: _____ Signature: _____ Designation: _____ Department: _____ Date: _____		

\*\*\*\*\* END \*\*\*\*\*