

National Investigation Agency
Ministry of Home Affairs
Government of India
New Delhi-110001

No. E-63/002/Tech/2015/NIA/ 57.

Dated, the 01st January, 2016

To

The Director, DAVP
Soochna Bhawan, CGO Complex
Lodhi Road New Delhi

Sub : **Advertisement of Expression of Interest for hiring services of IT Experts**

Sir

The expression of interest (EOI) for hiring service of Information Technology Experts, to give wide publicity through the following newspapers:

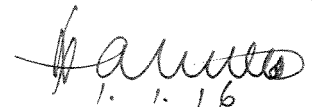
- i) "The Times of India" (English daily all India editions).
- ii) The Indian Express (English daily, all India editions)
- iii) The Hindu (English daily, all India editions)
- iv) The Tribune (English, Chandigarh Edition)
- v) The Malyala Manorma
- vi) Gujarat Samachar
- vii) Anand Bazar Patrika

2. The enclosed contents may be published in the above mentioned newspapers at the earliest and copy of published item be provided to this office for our record.

03. You are also requested to furnish estimate for publication of advertisement at the earliest for early payment.

Encl:- As above

Yours sincerely,



(N. N. D. Dubey, KC)

DIG(Adm)

NIA HQ New Delhi

✓
Copy forwarded to NIA IT Division for publishing the EOI through the Central Government procurement portal- www.epocure.gov.in and also in NIA website.

**National Investigation Agency
Ministry of Home Affairs
Government of India
New Delhi-110025**

Invites

EXPRESSION OF INTEREST (EOI)

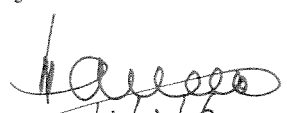
From reputable firms/agencies for hiring of services of Information Technology Experts as under:

Name of post	Numbers of post & Place of requirement							
	Delhi	Lkw	Gwty	Mum	Hyd	Kol	Kochi	Total
Senior System Analyst	1	-	1	1	-	-	-	3
Network Administrator	1	-	1	1	-	-	-	3
Programmer	1	-	1	1	1		-	4
Data Entry Operator	11	2	2	5	1	2	4	27
Total	14	2	5	8	2	2	4	37

initially for a period of one year for the **management of IT infrastructure and data held with the organisation.**

The EoI should be in sealed cover and superscribed **“EoI for IT Professionals for NIA”** accompanied with the name and correspondence details, Office address, name of principal directors, organizational structure of the agency/firm, **audited balance sheets for at least one years**, etc. Interested bidders may submit their EOI in the format downloadable from the NIA’s website to office of the Director General, National Investigation Agency at the address mentioned below within 20 days from the date of publication of this advertisement.

The DG, NIA reserves the right to accept or reject any or all offers without assigning any reason.


**Deputy Inspector General (Adm),
O/o the Director General, NIA
7th Floor, NDCC-II Building,
Jai Siongh Road New Delhi-110001
Tel: No. 011-23438211; Fax: #91-11-23438235
email: dig1.delhi.nia@gov.in
NIA’s Website (www.nia.gov.in)**

Format

For submission of Eol by firm/ Agency for providing services of IT Professionals for NIA

S.N.	Particulars	:							
1.	Name of the Firm/ Agency	:							
2.	Address for correspondence	:							
3.	Telephone No.	:							
4.	E-mail address	:							
5.	Name of principal director/ partner along with PAN No.	:							
6.	The number of years for which the agency/ firm is in business of providing IT professionals on hire/ training and development of IT professionals.	:							
7.	The turnover of firm/ agency during the last three years (In Rs./ Lakh) based on the audited/ certified accounts.	:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;">2012-13</th> <th style="width: 33%; text-align: center;">2013-14</th> <th style="width: 33%; text-align: center;">2014-15</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </tbody> </table>	2012-13	2013-14	2014-15			
2012-13	2013-14	2014-15							
8.	Has the firm/ agency executed similar work earlier?	:	<p>Yes No</p> <p>(If yes, please give details of the similar work executed in a tabular form in separate sheet)</p>						
9.	Has the firm/ agency ever been blacklisted by any Government Deptt./ Agency	:							

**Signature of the authorised
representative of the firm/ agency
with seal**

**Government of India
Ministry of Home Affairs
Office of the Director General
National Investigation Agency
7th Floor, NDCC-II Building,
Jai Singh Road
New Delhi – 110001**

**Tel: No. 011-23438211; Fax: #91-11-23438235
email: dig1.delhi.nia@gov.in**

REQUEST FOR PROPOSAL (RFP) DOCUMENT

**For hiring of services of Thirty Seven IT Professionals
for a web enabled application/portal being developed by
the NIA**

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. **The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.**

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Government of India
Ministry of Home Affairs
Office of the Director General
National Investigation Agency
7th Floor, NDCC-II Building
Jai Singh Road
New Delhi – 110001**

**Tel: No. 011-23438211; Fax: #91-11-23438235
email: dig1.delhi.nia@gov.in**

No.E-63/002/Tech/2015/NIA

Dated, the December, 2015

To

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.....
.....

Subject : **Hiring of services of forty one IT Professionals for a web enabled application/
portal being developed by the NIA**

Dear Mr./Ms.

1. O/o the Director General National Investigation Agency, Ministry of Home Affairs, Government of India is implementing the web enabled Monitoring System of the National Investigation Agency functions for which a web enabled application/portal is being developed.
2. O/o the DG had invited EOI from eligible Software Development firms/agencies for hiring of services of (i) Three Senior System Analyst, (ii) three Network Administrator, (iii) four Programmer, (iv) nine Assistant Programmer (v) twenty two Data Entry Operator.
3. As your firm has been short-listed based on your EOI, you are now invited to submit your proposal **as per the attached RFP document**. More details on the services are provided in the Terms of Reference in this RFP document. RFP is also available on NIA's Website **www.nia.gov.in**.
4. A firm will be selected under two stage selection process for evaluation of Proposals/Bids as described in this RFP. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores as per **Quality-cum-Cost Based Selection (QCBS)** process under which 70% weightage will be given to the Technical Evaluation and 30% weightage to the Financial Evaluation.

5. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to firms/agencies (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

6. Please inform us in writing at the address „the Astt. Inspector General (Admn), National Investigation Agency, 7th Floor, NDCC-II Building Jai Singh Road, New Delhi - 110001, upon receipt:

(a) that you have received the Letter of Invitation and RFP document; and

(b) that you will submit the proposal by the date & time indicated in Clause-4 of Part II (Datasheet) of the information to Firm. Agencies called project specific information.

Yours sincerely

(**N N D Dubey KC**)
Deputy Inspector General (Adm)
National Investigation Agency,
7th Floor, NDCC-II Building,
Jai Singh Road, New Delhi,
New Delhi - 110001
Tel: # 91-11-23438211

Section 2

Instructions to Firm/Agency/Service Providers/Firms/Agencies

Part I

Standard

1. Definitions

(a) "Employer/Authority" means the Ministry/Department who has invited the bids for services of IT Professionals and with which the selected firm/agency signs the Contract for the Services of IT Professionals and to which the selected firm/agency shall provide services as per the terms and conditions and TOR of the contract.

(b) "Firm/Agency" means any entity (including its sub-contractors) who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer/Authority under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.

(d) "Project specific information" means such part of the Instructions to Service Providers used to reflect specific project and assignment conditions.

(e) "Day" means calendar day.

(f) "Government" means the Government of India

(g) "Instructions to Service Providers" (Section 2 of the RFP) means the document which provides short-listed Service Providers with all information needed to prepare their proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Authority to the short-listed Service Providers.

(i) "Personnel" means IT Professionals and support staff provided by the Service Provider to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.

(j) "Proposal" means the Technical Proposal and the Financial Proposal.

(k) "RFP" means the Request For Proposal prepared by the Employer/Authority for the selection of Service Provider/IT Professionals, based on the SRFP.

(l) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.

(m) "Assignment/job" means the work to be performed by the IT Professionals pursuant to the Contract.

(n) "Sub-Contractor" means any person or entity with whom the Service Provider subcontracts any part of the Assignment/job.

(o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Service Provider, and expected results and deliverables of the Assignment/job.

2. Introduction

2.1 The Authority named in the Part II Data Sheet will select a firm/agency (the service provider) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.

2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 5.

2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.

2.4 The short-listed firms/agencies are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected firm/agency.

2.5 Firm/agency should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, firms/agencies are encouraged to meet the Authority's representative named in Part II Data Sheet before submitting a proposal and to attend a pre-proposal meeting if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Firm/agency should contact the Authority's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Firm/agency should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.6 The Authority will provide at no cost to the firm/agency the inputs and facilities specified in the Part II Data Sheet, needed to carry out the Assignment/job, and make available relevant project data and reports.

2.7 Firms/agencies shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Authority is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the firm/agency.

3. Clarification and Amendment of RFP Documents

3.1 Firms/Agencies may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Authority's address indicated in the Part II Data Sheet. The Authority will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all firms/agencies.

3.2 Should the Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.3 below.

3.3 At any time before the submission of Proposals, the Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all firms/agencies and will be binding on them. Firms/agencies shall acknowledge receipt of all amendments. To give Firms/Agencies reasonable time in which to take an amendment into account in their Proposals the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

4. Conflict of Interest

4.1 Authority requires that the Firms/Agencies ensure that the selected IT Professionals provide professional, objective, and impartial services and at all times hold the authority's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

4.2 Firms/Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the firm fails to disclose said situations and if the Authority comes to know about any such situation at any time, it may lead to the disqualification of the firm during bidding process or the termination of its Contract during execution of assignment.

5. Unfair Advantage

5.1 If a short-listed Firm could derive a competitive advantage from having provided the desired services related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Authority shall make available to all short-listed Firms/Agencies together with this RFP all information that would in that respect give such Firm any competitive advantage over competing firms.

6. Proposal

6.1 Short-listed Firms may only submit one proposal for all forty one IT Professionals. If a Firm submits or participates in more than one proposal, such proposals shall be disqualified.

7. Proposal Validity

7.1 The Part II Data Sheet to firm indicates how long Firms' Proposals must remain valid after the submission date. During this period, Firms shall maintain the availability of IT Professionals nominated in the Proposal and also the financial proposal unchanged. The Authority will make its best effort to complete negotiations within this

period. Should the need arise; however, the Authority may request Firms to extend the validity period of their proposals. Firms/Agencies who agree to such extension shall confirm that they maintain the availability of the IT Professionals nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Firms could submit new IT Professionals in replacement, who would be considered in the final evaluation for contract award. Firms who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Authority shall not consider such proposal for further evaluation.

8. Preparation of Proposals

8.1 The Proposal as well as all related correspondence exchanged by the Firms and the Authority shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Firms are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 While preparing the **Technical Proposal**, Firms must give particular attention to the following:

a) The estimated number of IT Professionals and the period for which they are required is as shown in the Part II Data sheet.

(b) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

8.4 Firms are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-2 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.

(a) A brief description of the firm"s organization will be provided in Form Tech-2. Assignment/jobs completed by individual Professional staff working privately or through other firms cannot be claimed as the experience of the Firm, or that of the Firm"s associates, but can be claimed by the IT Professional themselves in their CVs. Firms should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal.

(b) CVs of the IT Professionals shall be signed by themselves (Form TECH-3 of Section 3).

(c) Item-wise details of skills and experience may be given in the format FORM TECH-3A of Section 3.

(d) Information regarding any conflicting activities and declaration thereof to be given in Form TECH-4 of Section 3.

8.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

8.6 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall contain the Consolidated Monthly Charges for providing the services of IT Professional(s) on hire to the NIA in respect of each of the domains for which IT Professional are required/proposed for selection. The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties & taxes. TDS as applicable shall be deducted from the payment to be made to the firm. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

9. Taxes

9.1 The Firm shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Authority under the Contract. All such taxes must be included by the firm in the financial proposal.

10. Currency

10.1 Firms shall express the price for providing the services in Indian Rupees.

11 Earnest Money Deposit (EMD) and Bid processing Fees

11.1 Earnest Money Deposit

I An EMD of Rs. 5,00,000/- (Rupees five lacs only) in the form of DD drawn in favour of the Authority (Pay & Accounts Officer, NIA) and payable at Delhi, must be submitted along with the proposal.

II. Proposal not accompanied by EMD shall be rejected as non-responsive.

III. No interest shall be payable by the Authority for the sum deposited as earnest money deposit.

IV. No bank guarantee will be accepted in lieu of the earnest money deposit.

V. The EMD of the unsuccessful bidders would be returned back within **one month** of the signing of the contract.

11.2 The EMD shall be forfeited by the Authority in the following events:

I. If Proposal is withdrawn during the validity period or any extension agreed by the firm thereof.

II. If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.

III. If the firm tries to influence the evaluation process.

IV. If the First ranked firm withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the firm).

12 Bid Processing Fees

All firms/agencies are required to pay Rs.1,000/- towards Bid Processing Fees in the form of demand Draft drawn in favour of Authority (Pay & Accounts Officer, NIA) and payable at Delhi. The Bid Processing Fee is Non-Refundable. Bid processing fee must be submitted along with the Proposal.

Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

13. Submission, Receipt, and Opening of Proposal

13.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the firms themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

13.2 An authorized representative of the Firms shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

13.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE 20.02.2013 [mention the date of opening of Technical Bid as given in the Datasheet]. The Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

13.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Authority no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 3.3 above. Any proposal received by the Authority after the deadline for submission shall be returned unopened.

14. Proposal Evaluation

14.1 From the time the Proposals are opened to the time the Contract is awarded, the Firms should not contact the Authority on any matter related to its Technical and/or Financial Proposal. Any effort by Firms to influence the Authority in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Firms' Proposal.

14.2 The Authority has constituted a Consultancy Evaluation Committee (CEC) which will carry out the entire evaluation process.

14.3 Evaluation of Technical Proposals:

CEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the IT Professionals and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

14.5 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Firms' representatives who choose to attend. The name of the Firms, their technical score (if required) and their financial proposal shall be read aloud.

14.6 The CEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the latter will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

14.7 After opening of financial proposals, appropriate selection method as described in data sheet shall be applied to determine the firm who will be declared winner and be Eligible for award of the contract. The Authority shall adopt a two stage selection process in evaluating the Proposals as per **Quality-cum-Cost Based Selection (QCBS)** process under which 70% weightage will be given to the Technical Evaluation and 30% weightage to the Financial Evaluation.

15. Award of Contract

15.1 The firms will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of Contract in Section-6, within 15 days of issuance of the letter of intent.

15.2 The Firm is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

16. Bank Guarantee for Performance Security

16.1 After award of the work, the firm shall be required to submit a Performance Guarantee of 10% of the total contract value in the form of BG issued by a Scheduled Commercial bank, valid for 13 months from the date of Letter of Award (LOA), as per the format given in Appendix-E, which shall be invoked/encashed in the event of breach of contract or on non-fulfilment of any of the terms & conditions contained in the Agreement. BG shall be renewable for further period as may be required by the employers/authority subsequent to extension of the contract period.

17. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firms who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

INSTRUCTIONS TO FIRM/AGENCY

Part-II

DATA SHEET

Clause No. of Data Sheet	Particulars	
1	Name of the Employer/Authority	Director General, National Investigation Agency, 7 th Floor, NDCC-II Building, Jai Singh Road New Delhi – 110001 Tel: No. 011-23438211; Fax: #91-11-23438235 email: dig1.delhi.nia@gov.in
2	Name of the Assignment/job is	Hiring of services of forty one IT Professionals for a web enabled application/ portal being developed by the NIA for Monitoring System of the National Investigation Agency.
3	A pre-proposal meeting will be held	
	Yes No	Yes
	Date of Pre proposal meeting- at NIA, 7 th Floor, NDCC-II Building, Jai Singh Road, New Delhi	
4	Date & time and address for submission of proposal/ bid:	
	Date	20.12.2016
	Time	1600 hrs
	Address	Shri N N D Dubey, KC Deputy Inspector General (Adm) O/o DG, NIA 7 th Floor, NDCC-II Building, Jai Singh, New Delhi- 110001
5	Date & time and address for opening of proposals/ bids:	
	Technical Bid	
	Date	22.02.2016
	Time	1100 hrs
	Place	7 th Floor, NDCC-II Building, Jai Singh, New Delhi- 110001

	Financial Bid	
	Date	10.03.2016
	Time	1100 hrs
	Place	7 th Floor, NDCC-II Building, Jai Singh, New Delhi- 110001
6	The Employer"s representative is:	
	Address	Deputy Inspector General (Adm) O/o DG, NIA 7 th Floor, NDCC-II Building, Jai Singh, New Delhi- 110001
	Telephone	91-11-23438211
	Facsimile	
	E Mail	dig1.delhi.nia@gov.in
7	The Employer/Authority will provide the following inputs and facilities	
	Infrastructural facilities such as Office, Tel., Fax, Computer with Internet Connection (NIC Line), Stationary, etc. and all relevant information & documents such as System Requirement Specifications, data, Progress Reports, roll out plan; detail of progress and administrative support shall be provided/ arranged by the Employer/Authority. He/She will get the full support & coordination of other members of the IT Team involved in Software Development for the NIA portal. No official vehicle to attend office will be provided by the Authority. However, the free parking space for private vehicle shall be provided by the Authority in the basement of office building subject to availability.	
8	The Employer envisage the need for continuity for downstream work	
	Yes	No
	No	
	(If yes, outline in the TOR the scope, nature, and timing of future work)	
9	Proposals must remain valid for 90 days after the submission	
10	Clarifications may be requested not later than seven days before the submission date. The address for requesting clarifications is: Deputy Inspector General (Adm) O/o DG, NIA 7 th Floor, NDCC-II Building, Jai Singh Road, New Delhi- 110001	
	Facsimile	
	E Mail ID	dig1.delhi.nia@gov.in
11	The estimated number of IT Professional required for the Assignment/job	(i) Three Senior System Analyst, (ii) three Network Administrator, (iii) four Programmer, (iv) twenty seven Data Entry Operator.
12	The formats of the Technical Proposal to be submitted are:	

	Form Tech 1	Letter of Proposal submission
	Form Tech 2	Firm's organization & experience
	Form Tech 3	Curriculum vitae of IT Professional(s) to be placed on hire with the NIA
	Form Tech 3A	Item-wise details of skills and experience of persons nominated
	Form Tech 4	Information regarding any conflicting activities and declaration thereof.
13	Training is a specific component of this Assignment/Job	
	Yes	
	No (If yes, provide appropriate information)	No
14	<p>Firm to state the monthly consolidated charges for providing the services of IT Professionals in Indian Rupees. The charges shall include all cost and taxes and may be stated in respect of each of the IT Professionals separately.</p> <p>Office working hours and holidays as applicable to the staff of O/o the NIA shall also be applicable to the selected IT Professionals. The selected IT professional may also require working on the holidays along with the Officials of NIA as and when such order is issued by the competent authority for opening of office.</p> <p>The person selected as IT Professional shall be allowed casual Leave as applicable to Central Govt. employees in a Calendar Year. The employee will not be entitled for any other kind of leave. All holidays & weekly offs as admissible to the Central Government Employees at Delhi shall be admissible to the IT Professional. Any leave beyond 12 days Earned Leave in a Calendar Year shall be borne by the Firm/Agency providing the IT Professionals.</p>	
15	Firm must submit only the original copy of the Technical and Financial Proposal	
16	Evaluation Criteria for Technical Proposal	
16.1	<p>A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process. 70% weightage would be given to the Technical evaluation and 30% weightage would be given to the financial bid.</p> <p>The technical evaluation of the firm shall be based on the parameters given in FORM TECH-2 and FORM TECH-3.</p>	
17	<p>Evaluation Criteria for Financial Proposal</p> <p>The technical quality of the proposal will be given a Weightage of 70% , the method of evaluation of technical qualification will follow the procedure given in para 15(2) and 16 above. The price bids of only those Firm/Agencies who qualify technically will be opened. The proposal with the lowest cost/quoted price may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined</p>	

	<p>score, the employer will use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x LEC / EC, where</p> <p>T (w) stands for weight of the technical score. T (s) stands for technical score F (w) stands for weight of the financial proposal</p> <p>EC stands for Evaluated Cost of the financial proposal</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal.</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.</p>																																																																					
18	Expected date for commencement of work on assignment/job	The work may be commenced within 15 days of the issue of letter of award(LOA)																																																																				
	Location for performance assignment/job	IT Cell, O/o the DG, NIA, Ministry of Home affairs, 7 th Floor NDCC-II Building, Jai Singh Roadm, New Delhi-110001. The details of the locations for performance assignment/ job is as under:																																																																				
	<table><tr><th rowspan="2">Name of post</th><th colspan="8">Numbers of post & Place of requirement</th></tr><tr><th>Delhi</th><th>Lkw</th><th>Gwty</th><th>Mum</th><th>Hyd</th><th>Kol</th><th>Kochi</th><th>Total</th></tr><tr><td>Senior System Analyst</td><td>1</td><td>-</td><td>1</td><td>1</td><td>-</td><td>-</td><td>-</td><td>3</td></tr><tr><td>Network Administrator</td><td>1</td><td>-</td><td>1</td><td>1</td><td>-</td><td>-</td><td>-</td><td>3</td></tr><tr><td>Programmer</td><td>1</td><td>-</td><td>1</td><td>1</td><td>1</td><td></td><td>-</td><td>4</td></tr><tr><td>Data Entry Operator</td><td>11</td><td>2</td><td>2</td><td>5</td><td>1</td><td>2</td><td>4</td><td>27</td></tr><tr><td>Total</td><td>14</td><td>2</td><td>5</td><td>8</td><td>2</td><td>2</td><td>4</td><td>37</td></tr></table>								Name of post	Numbers of post & Place of requirement								Delhi	Lkw	Gwty	Mum	Hyd	Kol	Kochi	Total	Senior System Analyst	1	-	1	1	-	-	-	3	Network Administrator	1	-	1	1	-	-	-	3	Programmer	1	-	1	1	1		-	4	Data Entry Operator	11	2	2	5	1	2	4	27	Total	14	2	5	8	2	2	4	37
Name of post	Numbers of post & Place of requirement																																																																					
	Delhi	Lkw	Gwty	Mum	Hyd	Kol	Kochi	Total																																																														
Senior System Analyst	1	-	1	1	-	-	-	3																																																														
Network Administrator	1	-	1	1	-	-	-	3																																																														
Programmer	1	-	1	1	1		-	4																																																														
Data Entry Operator	11	2	2	5	1	2	4	27																																																														
Total	14	2	5	8	2	2	4	37																																																														

Section 3

Technical Proposal - Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To

The Deputy Inspector General (Admn)
National Investigation Agency
7th Floor NDCC-II Building,
Jai Singh Road, New Delhi-01.

Dear Sirs

We, the undersigned, offer to provide the services of IT Professional(s) [insert the title of the IT Professional(s)] for a web enabled application/portal being developed by the NIA for implementation of the Monitoring System of the NIA in accordance with your Request for Proposal dated ----- and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in II Data Sheet, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2

FIRM/AGENCY'S ORGANIZATION AND EXPERIENCE

The firm should have done/executed the similar work of the specified domains as mentioned in this RFP. Provide information on each assignment/job executed in the following format.

1	No. of similar Projects executed by the firm (give details of these similar project in a separate sheet to this FORM)	:	
2	Experience of the firm (in number of years)	:	
3	Total number of employees in the firm	:	
4	Number of IT Professionals	:	

70% marks are earmarked for technical evaluation and 30% for financial evaluation of the proposals/bids. Out of 70% marks earmarked for technical evaluation, 20% marks will be awarded to the firm on the basis of above parameters and the remaining 50% marks will be awarded on technical evaluation of the Professionals nominated for selection as per details in FORM TECH-3.

FORM TECH-3

CURRICULUM VITAE (CV) OF THE SPONSORED/PROPOSED IT PROFESSIONAL

(For each position separate form TECH-3 will be prepared)

1. Title of the IT Professional:
(as per RFP)
2. Name of Firm:
3. Name of IT Professional:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations (if, any):
8. Other Training:
9. Countries of Work Experience: (Total work experience and work experience related to requirement of the NIA)
[List countries where staff has worked previously]:
10. Languages [indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>
a) English			
b) Hindi			
11. Total work experience (i.e., required domain as well as other domains) in months
12. Item-wise details of skills and experience may be given in the filled in FORM TECH-3A
13. Employment Record:
[Starting with present position, list in reverse order every employment held by the sponsored IT Professional since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:	To Year]:
Employer:	
Positions held:	

14. Work Undertaken that Best Illustrates Capability to Handle the Task(s) to be performed under this assignment

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

FORM TECH-3A

(Item-wise details of skills and experience as required at serial no. 12 of FORM TECH-3 may be given hereunder)

Sr System Analyst

S..N	Parameter	Score
Minimum Educational Qualification		
1	ME/M Tech, Bachelor's Degree in Computer Science/Master's Degree in Computer Application / Master 's Degree in Information Technology.	
Professional Certification is desirable		
Experience & Skills		
1	8 years' experience of electronic data processing work, out of which at least 5 years' experience should be in a Supervisory capacity in design, development or organizing computerized information storage and retrieval system and at least 3 years' experience in a responsible capacity on actual computer programming and system design.	
2	Experience in one or more of the following areas would be an advantage: E-banking, payment cards solutions, fraud detection, etc.	
	<p>(II) Desirable:</p> <p>(i) Experience of working one or more of the following fields: : Development of Data base management information system : Implementation of e-governance projects : Analytical Solutions</p> <p>(ii) They must have good moral character and nice behaviour while working.</p> <p>(iii) They should not reveal the official nature of work to outsiders and must maintain confidentiality.</p>	
Total		

Network Administrator

S..N	Parameter	Score
Minimum Educational Qualification		
1	BE/B Tech, ME/M Tech, Bachelor's Degree in Computer Science/Master's Degree in Computer Application / Master 's Degree in Information Technology, Bachelor 's Degree in Information Technology, 'B' – Level (DOEACC) or equivalent from a recognized university or Govt. Approved Institution.	
Professional Certification is desirable		
Experience & Skills		
	(i) 5 years' experience in Network Administration and hardware	

	<p>Management.</p> <p>(ii) 5 years' experience of electronic data processing work, out of which at least 2 years' experience should be in a Supervisory capacity in design, development or organizing computerized information storage and retrieval system. Network architecture, Inter-office connectivity, setting up of office LAN.</p> <p>(II) Desirable:</p> <p>(i) CCNA/CCNP will be an added advantage</p> <p>(ii) Experience of working one or more of the following fields:</p> <ul style="list-style-type: none"> : Network Design and Maintenance of network architecture : Implementation of Physical firewall and interoffice connectivity : Development of Data base management information system : Computer solutions of optimization problems : Computer solutions of operational economy wise planning models. <p>(iii) They must have good moral character and nice behavior while working.</p> <p>(iv) They should not reveal the official nature of work to outsiders and must maintain confidentiality.</p>	
	TOTAL	

Programmer

S..N	Parameter	Score
Minimum Educational Qualification		
1	They must have following educational qualifications: Bachelor's Degree in Computer Science / Master's Degree in Computer Applications / Bachelor's Degree in Computer Engineering / Bachelor's Degree in Information Technology / Bachelor's Degree in Computer Applications from a recognized University/Institution.	
Professional Certification is desirable		
Experience & Skills		
	<p>Four years' experience in programming</p> <p>They must have good moral character and nice behavior while working.</p> <p>They should not reveal the official nature of work to outsiders and must maintain confidentiality.</p>	
	TOTAL	

Data Entry Operator

S.N	Parameter	Score
Minimum Educational Qualification		
1	(I) They must have following educational Qualifications: (i) They must be graduate in any discipline, Diploma in Computer Application/ IT management.	
Professional Certification is desirable		
Experience & Skills		
	Desirable: (i) 'O' or 'A' level certificate for Information Technology from an Institute recognized by the Government. (ii) Experience of working one or more of the following fields: (a) They must be well versed with the use of MS Office, Excel package. (iii) They must have good moral character and nice behavior while working. (iv) They should not reveal the official nature of work to outsiders and must maintain confidentiality.	
	TOTAL	

FORMTECH-4

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate/group firm are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the Employer/Authority which shall be binding on us.

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Section 4.

Financial Proposal

Submission Letter and Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

The Deputy Inspector General (Admn)
National Investigation Agency
7th Floor NDCC-II Building,
Jai Singh Road, New Delhi-01

Dear Sirs

We, the undersigned, offer to provide the service of IT Professional [Insert title(s) of IT Professional] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes & duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Part II Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents

Amount (Rs.)

Purpose of Commission/Gratuity

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS/FINANCIAL PROPOSAL

S. No.	IT Professional (s)	No	Amount per head (Rs.) per month	Total charges (Rs.) per month (Col. 3 x Col. 4)	Remarks
1	2	3	4	5	6
	Consolidated Monthly Charges for providing the services of:				
1	Senior System Analyst	Three			
2	Network Administrator	Three			
3	Programmer	Four			
4	Data Entry Operator	Twenty seven			
	Total	Thirty Seven			
	Amount in words (Rupees)				

Note:

1. The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties & taxes. TDS as applicable shall be deducted from the payment to be made to the firm.
2. Initially, the requirement is for one year which is extendable as per requirement and on the sole discretion of the authority.
3. Bill/Invoice for the total cost/charges shall be raised by the firm and payment will be regulated by the authority as per schedule of payment given in Appendix-D.

Authorized Signature
 Name:
 Designation
 Name of firm:
 Address:

Section 5

Terms of Reference

TERMS OF REFERENCE

Part I

Objective, Scope of Work, eligibility criteria & deliverables

1. Objective

Objective of hiring of IT expert in NIA is to look after the work of IT Division connected to management of IT infrastructure, database, software, research problems, plan solutions, recommend software and systems suitable for NIA, electronic data processing work, design, development and organizing computerized information storage and retrieval system on actual computer programming and system design for investigation of crimes.

2 Purpose/objective of the assignment.

2.1 **Senior System Analyst** is required to be in-charge of Information Technology Division and look after the work of IT Division connected to management of IT infrastructure, database, software, research, problems, plans, solutions, recommend software and systems suitable for NIA, electronic data processing work in a Supervisory capacity in design, development and organizing computerized information storage and retrieval system on actual computer programming and system design.

2.2 **Network Administrator** will assist the Sr System Analyst in proper maintenance of IT infrastructure, database, software, other duties assigned by Head of IT division, maintain network infrastructure such as switches, routers and diagnose problems with these and with behaviour of network attached computers, periodical of systems logs, identify potential issues with computer system, introducing and integrating new technologies into existing data centre environment, ensure IT and network security to prevent data loss/data theft apply operating system updates, patches and configuration changes,

2.3 **Programmer** will do the programming in IT division in order to manage and enhance the IT infrastructure, database, software and will assist the Sr System Analyst in implementing IT related projects in NIA, incorporate necessary security mechanism with reference to customised software application developed in-house in NIA, answer technical queries to users.

2.4 **Data Entry Operator** will make necessary entries of data in MS word, MS excel etc. in IT division.

3 Detailed scope of work/assignment/eligibility criteria & skill set and deliverables expected

3.1 Sr System Analysis

Deliverables, Qualifications, Experience & skills

Deliverables	
1	in-charge of Technical Division (Information Technology) and look after the work of IT Division connected to management of IT infrastructure, database, software, research problems, plan solutions, recommend software and systems suitable for NIA, electronic data processing work in a Supervisory capacity in design, development and organizing computerized information storage and retrieval system on actual computer programming and system design.
Minimum Educational Qualification	
1	ME/M Tech, Bachelor's Degree in Computer Science/Master's Degree in Computer Application / Master 's Degree in Information Technology.
Professional Certification is desirable	
Experience & Skills	
1	8 years' experience of electronic data processing work, out of which at least 5 years' experience should be in a Supervisory capacity in design, development or organizing computerized information storage and retrieval system and atleast 3 years' experience in a responsible capacity on actual computer programming and system design.
2	Experience in one or more of the following areas would be an advantage: E-banking, payment cards solutions, fraud detection, etc.
	<p>(II) Desirable:</p> <p>(i) Experience of working one or more of the following fields: : Development of Data base management information system : Implementation of e-governance projects : Analytical Solutions</p> <p>(ii) They must have good moral character and nice behavior while working.</p> <p>(iii) They should not reveal the official nature of work to outsiders and must maintain confidentiality.</p>

3.2 Network Administrator

Deliverables, Qualifications, Experience & skills

Deliverables	
1	Assist the Sr System Analyst in proper maintenance of IT infrastructure, database, software, other duties assigned by Head of IT division, maintain network infrastructure such as switches, router and diagnose problems with these and with behaviour of network attached computers, periodical of systems logs, identify potential issues with computer system, introducing and integrating new technologies into existing data centre

	environment, ensure IT and network security to prevent data loss/data theft apply operating system updates, patches and configuration changes.
Minimum Educational Qualification	
1	BE/B Tech, ME/M Tech, Bachelor's Degree in Computer Science/Master's Degree in Computer Application / Master 's Degree in Information Technology, Bachelor 's Degree in Information Technology, 'B' – Level (DOEACC) or equivalent from a recognized university or Govt. Approved Institution.
	Professional Certification is desirable
Experience & Skills	
	<p>(i) 5 years' experience in Network Administration and hardware Management.</p> <p>(ii) 5 years' experience of electronic data processing work, out of which at least 2 years' experience should be in a Supervisory capacity in design, development or organizing computerized information storage and retrieval system. Network architecture, Inter-office connectivity, setting up of office LAN.</p> <p>(II) Desirable:</p> <p>(i) CCNA/CCNP will be an added advantage</p> <p>(ii) Experience of working one or more of the following fields:</p> <ul style="list-style-type: none"> : Network Design and Maintenance of network architecture : Implementation of Physical firewall and interoffice connectivity : Development of Data base management information system : Computer solutions of optimization problems : Computer solutions of operational economy wise planning models. <p>(iii) They must have good moral character and nice behavior while working.</p> <p>(iv) They should not reveal the official nature of work to outsiders and must maintain confidentiality.</p>

3.3 Programmer

Deliverables, Qualifications, Experience & skills

Deliverables

1	Programming in IT division in order to manage and enhance the IT infrastructure, database, software; will assist the Sr System Analyst in implementing IT related projects in NIA; incorporate necessary security mechanism with reference to customs software application developed in-house in NIA; answer technical queries to users.
Minimum Educational Qualification	
1	They must have following educational qualifications: Bachelor's Degree in Computer Science / Master's Degree in Computer Applications / Bachelor's Degree in Computer Engineering / Bachelor's Degree in Information Technology / Bachelor's Degree in Computer Applications from a recognized University/Institution.
Professional Certification is desirable	
Experience & Skills	
	<p>Four years' experience in programming</p> <p>They must have good moral character and nice behavior while working.</p> <p>They should not reveal the official nature of work to outsiders and must maintain confidentiality.</p>

3.4 Data Entry Operator

Deliverables, Qualifications, Experience & skills

Deliverables	
	Making necessary entries of data in MS word, MS excel in IT division.
Minimum Educational Qualification	
1	<p>(I) They must have following educational Qualifications:</p> <p>(i) They must be graduate in any discipline, Diploma in Computer Application/ IT management.</p>
Professional Certification is desirable	
Experience & Skills	
	<p>Desirable:</p> <ul style="list-style-type: none"> (i) 'O' or 'A' level certificate for Information Technology from an Institute recognized by the Government. (ii) Experience of working one or more of the following fields: <ul style="list-style-type: none"> (a) They must be well versed with the use of MS Office, Excel package. (iii) They must have good moral character and nice behavior while working. (iv) They should not reveal the official nature of work to outsiders and must maintain confidentiality.

Part – II
TOR related information

1	Names of different departments / ministries and different places where different tasks relating to the assignment are to be performed.	The work will have to be performed at NIA HQ New Delhi and its branch offices at Guwahati, Lucknow, Mumbai, Hyderabad, Kolkata and Kochi.
2	Procedure for review of the work of the Firm/Agency after award of contract including testing, validation, approval. The name and/or designation and address of the officials responsible for reviewing the work of the Firm/Agency may also be included here.	The progress of work will be reviewed on daily/weekly basis by the NIA authorities.
3	Expected input of key professionals and requisite expertise and number of key professional staff.	The output that is required of the IT Professional is mentioned in the Datasheet and Terms of Reference.
4	Facilities which can be provided to the Firm/Agency.	Infrastructural facilities such as Office, Computer with Internet Connection (NIC Line), Stationary and administrative support shall be provided. No official vehicle to attend office will be provided by the NIA.

Section 6. Form of Contract

Firm/Agency's Services

Lump-Sum

Contents

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**CONTRACT FOR HIRING OF SERVICES OF IT
PROFESSIONAL**

between

**[The President of India acting through the Director
General, National Investigation Agency, Ministry of Home
Affairs, Government of India**

and

**[name of the Firm/Agency providing services of IT
Professional(s)]**

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India acting through the Director General, National Investigation Agency, Ministry of Home Affairs, Government of India, 7th Floor, NDCC-II Building, Jai Singh Road, New Delhi-110001, hereinafter called the "Authority/Employer", of the First Part and, [name of Firm/Agency] (hereinafter called the "Firm/Agency" of the Second Part.

WHEREAS

(a) the firm/agency, having represented to the "Authority/Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated _____ issued by the Authority/Employer ;

(b) the "Authority/Employer" has accepted the offer of the Firm/Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Cost Estimates

Appendix C: Duties of the "Authority/Employer"

Appendix D: Duties of the Firm/Agencies

2. The mutual rights and obligations of the "Employer" and the Firm/Agency shall be as set forth in the Contract, in particular:

(a) the firm/agency shall carry out, provide and complete the Services in accordance with the provisions of the Contract; and

(b) the "Employer" shall make payments to the firm/agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

In presence of (Witnesses) (i) (ii)	1	Signed by ----- For and on behalf of the President of India [Authorized Representative]
In presence of (Witnesses) (i) (ii)	2	For and on behalf of [name of firm/agency] [Note: If the Firm/Agency consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]
3		For and on behalf of each of the Members of the Firm/Agency. [name of member] [Authorized Representative]
4		[name of member] [Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Firm/Agency” means any private or public entity/firm/agency that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (k) “Party” means the “Employer” or the Firm/Agency, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Firm/Agency or by any Sub-Contractor and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) "Services" means the work to be performed by the Firm/Agency pursuant to this Contract, as described in Appendix A hereto.

(p) "Sub-Contractors" means any person or entity to whom/which the Firm/Agency subcontracts any part of the Services.

(q) "Third Party" means any person or entity other than the "Employer", or the Firm/Agency.

(r) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Firm/Agency. The Firm/Agency, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 Authority of Lead Partner: In case the Firm/Agency consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead Firm/Agency) in the SC to act on their behalf in exercising all the Firm/Agency's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Firm/Agency shall be jointly and severally liable for all obligations of the Firm/Agency under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Firm/Agency may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Firm/Agency, Sub-Contractor and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Firm/Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more Firm/Agency's, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the Firm/Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Firm/Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Firm/Agency, including declaring the Firm/Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm/Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Firm/Agencys shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's" notice to the Firm/Agency instructing the Firm/Agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Firm/Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Firm/Agency or agents or

employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm/Agency, upon instructions by the "Employer", shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Firm/Agency shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Firm/Agency, suspend all payments to the Firm/Agency hereunder if the Firm/Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Firm/Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Firm/Agency of such notice of suspension.

2.9 Termination

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Firm/Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Firm/Agency becomes (or, if the Firm/Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Firm/Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Firm/Agency, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Firm/Agency submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer" (ee) If the Firm/Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the Firm/Agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Firm/Agency to improve the quality of the services.

(g) If, as the result of Force Majeure, the Firm/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days" written notice of termination to the Firm/Agencys, and sixty (60) days" in case of the event referred to in (f).

2.9.2 By the Firm/Agency: The Firm/Agency may terminate this Contract, by not less than thirty (30) days" written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the "Employer" fails to pay any money due to the Firm/Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Firm/Agency that such payment is overdue.

(b) If, as the result of Force Majeure, the Firm/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Firm/Agency may have subsequently approved in writing) following the receipt by the "Employer" of the Firm/Agency's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Firm/Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Firm/Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm/Agency and equipment and materials furnished by the "Employer", the Firm/Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Firm/Agency:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination.

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Firm/Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Firm/Agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE FIRM/AGENCY/ PROVIDING SERVICES

3.1 General

3.1.1 Standard of Performance: The Firm/Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall

observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Firm/Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Sub-Firm/Agencies/Contractors or Third Parties.

3.2 Conflict of Interests: The Firm/Agency shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Firm/Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Firm/Agency not to benefit from Commissions, Discounts, etc.: (a) The payment of the Firm/Agency pursuant to Clause GC 6 hereof shall constitute the Firm/Agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Firm/Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Firm/Agency shall use its best efforts to ensure that any Sub-Firm/Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Firm/Agency, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Firm/Agency shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Firm/Agency in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Firm/Agency and Affiliates Not to Engage in Certain Activities: The Firm/Agency agrees that, during the term of this Contract and after its termination, the Firm/Agency and any entity affiliated with the Firm/Agency, as well as any Sub-Firm/Agencies and any entity affiliated with such Sub-Firm/Agencies, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Firm/Agency's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Firm/Agency shall not engage, and shall cause their Personnel as well as their Sub-Firm/Agency and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the "Employer", the Firm/Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm/Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3 Firm/Agency's Actions Requiring "Employer's Prior Approval: The Firm/Agency shall obtain the "Employer's" prior approval in writing before taking any of the following actions:

(a) Any change or replacement of the IT Professional deployed for the assigned work.

(b) Subcontracts: the Firm/Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Firm/Agency shall always retain full responsibility for the Services. In the event that any Sub-Firm/Agency are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Firm/Agency to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.4 Documents Prepared by the Firm/Agency to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Firm/Agency for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Firm/Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. If license agreements are necessary or appropriate between the Firm/Agency and third parties for purposes of development of any such computer programs/modules, the Firm/Agency shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.5 Equipment and Materials Furnished by the "Employer": Equipment and materials made available to the Firm/Agency by the "Employer", or purchased by the Firm/Agency wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Firm/Agency shall make available to the "Employer" an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the "Employer's" instructions.

4. FIRM/AGENCY'S PERSONNEL AND SUB-FIRM/AGENCY'S/SUB-CONTRACTORS

4.1 General: The Firm/Agency shall deploy only such qualified and experienced Personnel as has been selected and approved by the Employers in technical & financial evaluation to carry out the Services.

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Firm/Agency's Personnel are as per the Firm/Agency's proposal. If the Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of the Personnel may be made by the Firm/Agency by written notice to the "Employer".

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Personnel may be increased by

agreement in writing between the "Employer" and the Firm/Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Removal and/or Replacement of Personnel: (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Firm/Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Firm/Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Firm/Agency shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Firm/Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Firm/Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

(a) Provide the Firm/Agency/IT Professionals with work permits and such other documents as shall be necessary to enable the Firm/Agency to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Firm/Agency any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Firm/Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Firm/Agency in performing the Services, the same shall be borne by the firm/agency/Firm/Agency and not by the employer.

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Firm/Agency, for the purposes of the Services and **free of any charge**.

5.4 Payment: In consideration of the Services performed by the Firm/Agency under this Contract, the “Employer” shall make to the Firm/Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE FIRM/AGENCY

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix B as per the Firm/Agency’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-B.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

(a) The Firm/Agency shall submit the invoice for payment when the payment is due as per the agreed terms.

(b) The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the IT Cell (NIA).

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of

Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Firm/Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Firm/Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry/Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Firm/Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Firm/Agency shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Firm/Agency, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Sub Contractors under the Contract.

(v) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Firm/Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>1. "Employer" : The Director General National Investigation Agency 7thFloor, NDCC-II Building Jai Singh Road New Delhi - 110001</p> <p>Attention : Deputy Inspector General (Admn) National <u>Inspector</u> Agency Add : As above.</p> <p>Facsimile :</p> <p>2. Firm/Agency :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Firm/Agency consists of a joint venture/ consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Firm/Agency consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the "Employer": Deputy Inspector General (Admn) National Investigation Agency</p> <p>For the Firm/Agency:</p>
4	2.1	<p>{The effectiveness conditions are the following: [insert conditions]}</p> <p>The DG, NIA will select a firm/agency (the service provider) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet</p> <p>Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Employer, "Employer"'s approval of Firm/Agency"s proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Firm/Agency</p>

		of advance payment and by "Employer" of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.
5	2.2	The time period shall be [insert time period, e.g.: four months].
6	2.3	The time period shall be [insert time period, e.g.: four months].
7	2.4	The time period shall be [insert time period, e.g.: twelve months].
8	3.4	<p>Limitation of the Firm/Agencys" Liability towards the "Employer"</p> <p>{Note: Proposals to introduce exclusions/limitations of the Firm/Agency's liability under the Contract should be carefully scrutinized by Employers/ "Employer's. In this regard the parties should be aware of the Employer"s policy on this matter which is as follows:</p> <p>1. If the Parties agree that the Firm/Agency's liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC 3.4 from the SC.</p> <p>2. If the Parties wish to limit or to partially exclude the Firm/Agency's liability to the "Employer", they should note that, to be acceptable to the Employer, any limitation of the Firm/Agency's liability should at the very least be reasonably related to (a) the damage the Firm/Agency's might potentially cause to the "Employer", and (b) the Firm/Agency's ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Firm/Agency's liability should not be limited to less than a multiplier of the total payments to the Firm/Agency under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Firm/Agencies are liable only for the re-performance of faulty Services is not acceptable to the Employer. Also, the Firm/Agency's liability should never be limited for loss or damage caused by the Firm/Agency's gross negligence or wilful misconduct.</p>
9	3.5	<p>The risks and the insurance coverage shall be as follows:</p> <p>(Note : Delete/modify whichever is not applicable)</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Firm/Agency or its Personnel or any Sub-</p>

		<p>Firm/Agency or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Firm/Agency, with a minimum coverage of [insert amount and currency];</p> <p>(d) Workers' compensation insurance in respect of the Personnel of the Firm/Agency and of any Sub-Firm/Agency, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Firm/Agency's property used in the performance of the Services, and (iii) any documents prepared by the Firm/Agency in the performance of the Services, by theft, fire or any natural calamity.</p> <p>Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of or include the supervision of civil works, the following action should be inserted: {taking any action under a civil works contract designating the Firm/Agency as "Engineer", for which action, pursuant to such civil works contract, the written approval of the "Employer" as "Employer" is required.}</p>
10	4.6	<p>{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}</p> <p>Note: If there is no such manager, delete this Clause SC 4.6.</p>
11	{5.1}	<p>Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.</p>
12	6.1	<p>(b) The ceiling in local currency is: [insert amount and currency]</p>
13	6.3	<p>[Delete whichever is not applicable]</p> <p>For time based contracts remuneration will be paid on monthly basis.</p>
14	8.3	<p>The Arbitration proceedings shall take place in (indicate name of the city) in India.</p>

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Binding signature of Employer Signed by

(for and on behalf of the President of India)

Binding signature of Contractor Signed by

(for and on behalf of _____ duly authorized vide Resolution
No _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX- A

DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer/Authority” and the Firm/Agency during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

The services are to be provided at the following locations:

Name of post	Numbers of post & Place of requirement							
	Delhi	Lkw	Gwty	Mum	Hyd	Kol	Kochi	Total
Senior System Analyst	1	-	1	1	-	-	-	3
Network Administrator	1	-	1	1	-	-	-	3
Programmer	1	-	1	1	1		-	4
Data Entry Operator	11	2	2	5	1	2	4	27
Total	14	2	5	8	2	2	4	37

APPENDIX B –

TOTAL COST OF SERVICES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Firm/Agency by the “Employer”).

Infrastructural facilities such as Office, Computer with Internet Connection (NIC Line), Stationary and administrative support shall be provided. No official vehicle to attend office will be provided by the NIA.

PAYMENT SCHEDULE

The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the IT Cell (NIA).

Bank Guarantee for Performance Security

(in the format below)

To

**The President of India
(acting through The Director General
National Investigation Agency
7th Floor NDCC-II Building,
Jai Singh Road,
New Delhi - 110001**

In consideration of the Director General, National Investigation Agency, M/o Home Affairs acting on behalf of the President of India (hereinafter referred as the "Authority",] which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____, having its office at _____ (hereinafter referred as the "Firm/Agency/firm/supplier of services of [title of the IT Expert] which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. _____ dated _____ valued at Rs. _____ (Rupees _____), (hereinafter referred to as the "Agreement") a Services of [title of the IT Expert] for the web enabled application/portal being developed by the National Investigation Agency, M/o Home Affairs, Government of India for the implementation of NIA Monitoring System of the NIA IT Cell, Gol and the Firm/Agency having agreed to furnish a Bank Guarantee amounting to Rs.-----/- (Rupees-----only) to the Authority for performance of the said Agreement.

We, _____ (hereinafter referred to as the "Bank") at the request of the Firm/Agency/firm/Supplier of the services do hereby undertake to pay to the Authority an amount not exceeding Rs.-----/-(Rupees ----- only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Firm/Agency of any of the terms or conditions contained in the said Agreement.

2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Firm/Agency of any of the terms or conditions contained in the said Agreement or by reason of the Firm/Agency's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.-----/-(Rupees-----only).

3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Firm/Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a

valid discharge of our liability for payment there under and the Firm/Agency shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect for 13 months from the date of issue of Letter of Award (LOA). Unless a demand or claim under this Guarantee is made on us in writing on or before a period of six months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Firm/Agency/firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Firm/Agency/firm and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Firm/Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Firm/Agency/firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Firm/Agency/firm.

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated the _____ day of _____ 2013

For _____
(Name of Bank)

(Signature, Name and Designation of the Authorised Signatory of the Bank)

Seal of the Bank:

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.