



**DIRECTORATE GENERAL OF INCOME TAX (RISK ASSESSMENT),
DEPARTMENT OF REVENUE, CBDT
4TH FLOOR, DR. S. P. MUKHERJEE CIVIC CENTRE,
MINTO ROAD, NEW DELHI-110002**

F.NO: DGIT/RA/Tender-Data Analytics/2019-20/ 680

Dated: 31.12.2019

TENDER NOTICE FOR DATA ANALYTICS

The Directorate of Income-Tax (Risk Assessment), New Delhi invites Quotations in a sealed cover from qualified parties/organizations having domain expertise in data Analytics to provide three Data Analysts and one supervisor (Sr. Data Analyst) so as to assist this Directorate in its task of drawing actionable intelligence from various data sources. The quotations in sealed envelopes may be given in the office of the DDO, Directorate of Risk Assessment, Room No. 407, 4th floor, Civic Centre, New Delhi latest by **05.00 PM on 23.01.2020**.

The bid shall consist of two parts: - Technical Bid and Financial Bid. Both the bids are to be placed in two separate sealed envelopes, clearly super-scribing "**Tender for providing data analysis support-Technical Bid**" and "**Tender for providing data analysis support-Financial Bid**" respectively, which in turn are to be placed in one large sealed cover. The bids of all parties whose financial bid is not in a separate sealed cover or the rates quoted by them finds mention in their technical bid shall be rejected forthwith. All the technical details are to be given in technical bid while the price quoted by them will have to be mentioned only in the Financial Bid. The technical bids shall be opened at **11:30 AM on 24.01.2020** in room no. 402, 4th Floor, C Block, Dr. SPM Civic Centre, Minto Road, New Delhi in the presence of such bidders who wish to be present. After the opening of technical bids, the Bid Evaluation Committee (also referred as Tender Committee) will screen the bidders in terms of various eligibility criteria. The decision of Bid Evaluation Committee shall be final with regard to technical bids. The financial bids of only those parties shall be opened whose technical bids are found to be eligible. The lowest bidders shall be classified as L1 bidder. However, other bidders may also be asked to provide skilled manpower for data analytics on the rates quoted by L1 bidder, in case, L1 bidder is not able to provide the service. However, they will be provided this choice in order of L2, L3 strictly.

The tender documents and detailed terms and conditions for the above can be obtained from The DDO (Risk Assessment) O/o Director General of Income Tax (Risk Assessment), Room No.407, 4th Floor, C Block, Dr. SPM Civic Centre, Minto Road, New Delhi-110002 on any working day upto 22.01.2020 between 9.30 am to 6.00 pm on payment of non-refundable fee of Rs.100/- in favor of ZAO, CBDT, New Delhi. Alternatively, It can be downloaded from the Department's website



www.incometaxindia.gov.in and also the e-Procurement website of the Government of India.

Failure to furnish all the information required as per bid documents or submission of the bids not substantially responsive to the Bid Document in every respect may result in rejection of the Bid. All the Pages of the tender document and certificate shall be duly signed by the bidder. Bid documents, incomplete or deficient in any respect may be rejected at the discretion of the Addl. Director General-1, Risk Assessment. Tender bids received after specified date will not be considered.



Sandeep Rana
31/12/2019

(Sandeep Rana)
Deputy Director of Income Tax (Hqrs.),
Directorate of Risk Assessment,
CBDT, New Delhi.
SANDEEP RANA, IAS
Deputy Director of Income Tax (Hqrs.)
Directorate of Risk Assessment
New Delhi

Instructions & Information for the bidders:

I. Eligibility Criteria

1. Bidder shall have sound track record of operating in the areas of data analysis for at least three financial years i.e. from FY 2016-17 to FY 2018-19.
2. The annual turnover of bidder in the field of data analysis shall be not less than Rs. 3 crores in each of the three financial years i.e. FY 2016-17 to FY 2018-19.
3. The bidder should have provided satisfactory services to at least two agencies/departments of the Government of India or State Government or Public Sector Undertaking in the field of data analysis on regular basis in the last three financial years i.e. FY 2016-17 to 2018-19.
4. The bidder should have experience in data analysis of financial data and conducting risk assessment of such data in the last three financial years i.e. FY 2016-17 to 2018-19.
5. Bidder should not have been blacklisted by any organization till date.
6. The bidder should have GST and Income Tax registration as applicable in Delhi.
7. All bids which are found to have been submitted as a part of a cartel, or are found to have direct or indirect relationship with other bids, shall be liable to be rejected.
8. All the above conditions shall have to be satisfied cumulatively. If any of these conditions is not satisfied, then the bidder would be considered as not having qualified in the Technical Bid.

II. Documents required to be submitted along with the bid:-

1. The bidder shall provide details and self-certified copies of valid PAN and GST number.
2. The certificate of incorporation/establishment and operation in such areas along with self- certified copies of returns of income filed with the Income Tax Department along with audits annual reports and Form 3CD for the above mentioned 3 financial years along with copies of bills presented & payment receipts. The Bidder has to provide a certificate from registered Chartered Accountant declaring the turnover amount of the bidder for Data analysis services in respect of FY 2016-17 to 2018-19.
3. Bidder shall submit satisfaction certificate from at least two agency/department of the Government of India or State Government or Public Sector Undertaking regarding rendering satisfactory service in the



field of data analysis nature during last three financial years i.e. FY 2016-17, 2017-18 and 2018-19.

4. The bidder shall submit satisfaction certificate regarding having provided satisfactory services of data analysis of financial data and conducting risk assessment of such data in the last three financial years i.e. FY 2016-17 to 2018-19.
5. Bid security (EMD) of required amount i.e. Rs. 50,000/- in the form of Demand Draft.
6. Affidavit/undertaking on stamp paper of Rs. 10 that the Bidder has not been black listed or debarred by any Govt. Department.
7. Self-attested copy of the certificate of registration of the firm/company should also be enclosed along with the tender.
8. Details of the Bank Account of the firm/ company.

III. **Scope of work, Qualification criteria and Terms of engagement**

(a) **Resource Deployment**

The organization engaged will provide skilled manpower with necessary expertise needed to generate actionable insights from data sources. The FTEs deployed will work at C-Block, Civic Centre, Minto Road, New Delhi.

The organization engaged will initially deploy three Data Analysts with 3-4 years of experience (at 100%) and one supervisor (Sr. Data Analyst) with 5-6 years of experience (at 100%). The number and mix of resources may change over the course of engagement. The Data Analyst must have working knowledge of Python, various programming tools for data science work and R and latest analytics tools for risk analysis and assessment of complex data. The skill set required is detailed below-

Skill Set required for Data Analyst and Supervisor (Sr. Data Analyst) :

- R and Python
- SAS and JMP
- Javascript/JQuery/Angular Js
- PHP
- MySQL
- Tableau, Power BI and Qlickview
- Bigdata tools eg. Hadoop, Hive, Oracle etc.
- Version Controlling (GITlab)
- Flask



(b) Resource augmentation

Depending on the workload and timelines of the projects/activities, the organization engaged may need to add additional resources on the same terms and conditions and as per the stipulated amount. Need for same will be discussed as and when required. The organization engaged will be paid separately for any additional resource.

(c) Responsibilities of the Directorate

The Directorate will be responsible for:

1. Being the single point of contact for all project related communications.
2. Providing access to necessary data required for analysis.
3. Providing infrastructure required for analysis.

(d) Project management

Projects/activities will be managed by the organization engaged which will be responsible for:

1. Overall success of the engagement.
2. Timely delivery of milestones agreed.

The organization engaged will have to provide a single point of contact and details of key persons from time to time who will be responsible for ensuring timely delivery of milestones agreed.

(e) Tools & Licenses

1. Any proprietary licenses and tools required for the project will be purchased by the Department and provided to the organization engaged.
2. The Department will provide necessary infrastructure required to develop and host the algorithms.

(f) Prohibition on illegal and/or unauthorized usage of data:

1. The Service Provider personnel shall act for and on behalf of the Department and shall not make any copy of data held by the Department in any form and/or manner, in an unauthorized way.
2. The Service Provider personnel shall not hold data of the Income Tax Department with them independently at any point of time. Such possession will tantamount to illegal and/or unauthorized usage whether actually used or not.
3. If Service Provider personnel misuse the data or indulge into illegal and/or unauthorized usage of data or cause a deliberate act of omission



or commission, they/Service Provider shall be liable for prosecution under applicable laws in addition to cancellation of the contract and other consequences, without any notice. Further, they/Service Provider may be blacklisted from providing any service to the Department in future.

4. The clauses regarding illegal and/or unauthorized usage of data are very important and may be noted by Service Provider with due care, as the Department attaches great importance to sensitivity and confidentiality of the data.
5. The (Indian) Information Technology Act, 2000 deals with the issues relating to payment of compensation (Civil) and punishment (Criminal) in case of wrongful disclosure and misuse of personal data and violation of contractual terms in respect of personal data and the Service Provider and its personnel shall be accountable for any lapses.
6. Further, under Section 43A of the (Indian) Information Technology Act, 2000, a body corporate who is possessing, dealing or handling any sensitive personal data or information, and is negligent in implementing and maintaining reasonable security practices resulting in wrongful loss or wrongful gain to any person, then such body corporate may be held liable to pay damages to the person so affected. It is important to note that there is no upper limit specified for the compensation that can be claimed by the affected party in such circumstances. This shall also be applied for the Service Provider and its personnel and shall be accountable for any lapses. Section 43A of the (Indian) Information Technology Act, 2000 is hereby reproduced for more clarification in this regard:-

[43A Compensation for failure to protect data. -Where a body corporate, possessing, dealing or handling any sensitive personal data or information in a computer resource which it owns, controls or operates, is negligent in implementing and maintaining reasonable security practices and procedures and thereby causes wrongful loss or wrongful gain to any person, such body corporate shall be liable to pay damages by way of compensation to the person so affected. Explanation. -For the purposes of this section,-

(i) "body corporate" means any company and includes a firm, sole proprietorship or other association of individuals engaged in commercial or professional activities;

(ii) "reasonable security practices and procedures" means security practices and procedures designed to protect such information from unauthorized access, damage, use, modification, disclosure or impairment, as may be specified in an agreement between the parties or as may be specified in any law for the time being in force and in the absence of such agreement or any law, such reasonable security practices and procedures, as may be prescribed by the Central Government in consultation with such professional bodies or associations as it may deem fit;



(iii) "sensitive personal data or information" means such personal information as may be prescribed by the Central Government in consultation with such professional bodies or associations as it may deem fit.]

7. Section 66 of the (Indian) Information Technology Act 2000 provides that if any person, dishonestly or fraudulently does any act referred to in section 43, he shall be punishable with imprisonment for a term which may extend to three years or with fine which may extend to Rs. 5,00,000) or with both. This shall also be applied for the Service Provider and its personnel and shall be accountable for any lapses.
8. If any misconducts/malpractices of the Service Provider or and any of its personnel caused any loss/embezzlement of revenue to the government exchequer, the Service Provider shall be accountable for making this loss good and the Director General of Income Tax (Risk Assessment), New Delhi shall be empowered to recover it or take necessary action as deemed fit and or refer the case to the suitable enforcement agency for taking remedial action, if any, in this regard.

(g) Confidentiality:

The organization engaged shall keep all the information provided by the Department confidential including private information of any tax assessee or any information which is made available to it for various projects/tasks which may be carried out by this Directorate. The data provided by the department shall be the exclusive property of the department and the organization shall not have any rights on such data. The organization shall take all necessary steps to ensure confidentiality of all data shared by the department. Any breach of this confidentiality clause by any of the employees engaged by the organization shall be deemed to be a breach by the organization and appropriate legal action will be initiated in the event of any such breach. A draft Non-Disclosure Agreement is enclosed with the Tender document which will have to be executed by the L1 bidder on a stamp paper of value equal to Rupees hundred only (Rs. 100) and signed by a person duly authorized by the Parties.



Alex
31/12/2019

(Sandeep Rana)
Deputy Director of Income Tax (Hqrs.),
Directorate of Risk Assessment,
CBDT, New Delhi.

SANDEEP RANA, IRS
Deputy Director of Income Tax (Hqrs.)
Directorate of Risk Assessment
New Delhi

TERMS & CONDITIONS

The interested parties must be capable of providing skilled manpower for Data Analysis on their own on the following terms & conditions:-

1. The Directorate of Income Tax (Risk Assessment), New Delhi reserves the right to postpone and/or extend the date of receipt/opening rates/quotations, or to withdraw the same, without assigning any reason thereof.
2. Rates to be quoted will be inclusive of all taxes except GST which shall be payable as per the applicable rates.
3. The contract between the Department and the service provider can be cancelled with a notice period of 30 days by any party.
4. The FTE employed with the Directorate of Risk Assessment shall have adequate expertise for financial data analysis and risk assessment. Besides, the FTE once employed shall not be changed till the termination of contract or minimum period of one year whichever is earlier subject to the terms and conditions mentioned below.
5. In case, the performance and expertise of any of the personnel is found to be unsatisfactory in the project(s) allotted, the contractor shall be asked to provide a substitute for the same. The contractor has to provide the replacement in a reasonable time frame (Maximum 15 days).
6. Number of FTEs may be increased/decreased at any time by the Directorate of Risk Assessment, New Delhi and service provider may be asked to supply the same under the same rate, terms& conditions as per the contract entered.
7. The FTEs must be punctual. They shall observe all the etiquettes and protocols while performing the duty. They shall be bound to carry out the instructions of the Department as well as of the Officers/Officials regarding the projects assigned.
8. The office timing will be from 09.30 AM to 06.00 PM including half hour lunch at 01.30 PM. A daily record indicating the time of entering and leaving the office shall be maintained in the attendance register.
9. In the event of the execution of the contract, the contractor shall be required to submit copies of the Resumes with photograph and other particulars of the FTEs being offered for hiring. He/ they shall also be tested/ interviewed by the ADG-1 or any other authorized officer before finalization.
10. The contract will be effective from 01.02.2020 for the duration of one year i.e. upto 31.01.2021 unless terminated earlier for violation of any of the terms& conditions mentioned in the contract. The contract may be renewed for a further period of one year at a time as mutually agreed upon, subject to satisfactory performance.



11. Payment shall be made by the O/o the Directorate of Income Tax (Risk Assessment), New Delhi after the end of every month on the presentation of the bill within a reasonable time. However, no interest is payable on delayed payment.
12. No request for escalation of rates will be entertained for whatsoever reason during the period of Contract.
13. A demand draft of Rs. 50,000/- (Rupees Fifty Thousand only) will be required to be enclosed with the Technical bid as earnest money. The demand draft has to be drawn in favor of ZAO CBDT, New Delhi. This amount is refundable to the unsuccessful bidders after finalization of the L1 bidder and signing of the agreement.
14. The Service Provider will have to follow all the statutory rules and regulations in respect of its employees, i.e. Labour Law, ESI, Provident Fund, etc., and has to mandatorily submit proof of payments of all statutory dues while submitting bills. No relaxation would be provided for payment of government dues in any condition.
15. The FTEs once deployed should not be frequently changed. They should not have criminal antecedents and it shall be the responsibility of the contractor to verify his background before deployment and to get the police verification conducted.
16. Within the office premises, the personnel/FTEs shall not do any private/personal work other than assigned duties.
17. The Service Provider shall ensure that peace and order is maintained in the office premises by his employees.
18. The bids should be valid for a period of 45 days from the date of submission.
19. The Directorate of Risk Assessment, New Delhi reserves the right to accept or reject any or all quotations without assigning any reasons.
20. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the ADG-1, Risk Assessment, whose decision shall be final and conclusive.
21. The organization/ contractor shall take all necessary steps to ensure confidentiality of all data shared by the department. To this effect, a Non-Disclosure Agreement will have to be executed by the Service Provider on a stamp paper of value equal to Rupees hundred only (Rs. 100) and signed by a person duly authorized by the Parties.
22. In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of the provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the agreement in this regard shall be final and binding upon both the parties. Settlement of disputes will be as per Indian Arbitration and



Conciliation Act-1996 and venue will be the office of the Directorate of Risk Assessment, New Delhi. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the Directorate of Income tax (Risk Assessment), New Delhi and he/shall not be a person below the rank of Addl. Director General of Income Tax. The parties shall continue to perform their obligation under this agreement during Arbitration proceedings. The venue for arbitration will be New Delhi.

23. The tenderer submitting a tender would be presumed to have read and fully understood all the terms and conditions and instructions contained in the tender documents and parts / annexure thereof. No enquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.

TERMS OF PAYMENT

- a. The service provider engaged will raise invoice at end of every month considering the number of resources deployed and services rendered during the month and subsequently payment shall be made. The monthly consolidated bill in triplicate for the number of FTEs hired will be submitted to the office of the Directorate of Income Tax (Risk Assessment), Delhi within five days of the end of the month. Payments will be released by the office of the Directorate of Income Tax (Risk Assessment), Delhi after making necessary verification.
- b. The payment will be made as per availability of fund.
- c. Office of the Directorate of Income Tax (Risk Assessment) Delhi shall release due amount in favor of Service Provider, subject to deduction of tax at source and after making recoveries from the penalties imposed during the month, if any (as mentioned below).
- d. The service provider would be paid at L1 rate of FTE (Data Analyst) and FTE supervisor (Sr. Data Analyst) for services provided on Saturday or Sunday.
- e. The service provider would be paid at the rate of 1/8th of L1 rate of FTE (Data Analyst) and FTE supervisor (Sr. Data Analyst) for services provided for each extra hour on the working days.



PENALTIES:-

The default and the consequential penalties will be applicable as below:

Sr. No.	Nature of default	Penalty Rs.
1	Late reporting	Rs. 1000/- per instance.
2	Non-reporting	Full payment for per day calculated on the basis of number of working days in a month.
3	Not meeting the deadline of project/task	Rs. 5000/- for first instance, and Rs. 10000/- for subsequent default

However, before imposition of penalty, a show cause notice will be issued to the service provider/FTEs through the O/o DDIT (Hqrs.) (Risk Assessment)/ DDO, Directorate of Risk Assessment, New Delhi.



S. Rana
31/12/2019.

(Sandeep Rana)
Deputy Director of Income Tax (Hqrs),
Directorate of Income Tax, CBDT,
New Delhi.

SANDEEP RANA, IRS
Deputy Director of Income Tax (Hqrs.),
Directorate of Risk Assessment
New Delhi

TECHNICAL BID

(to be enclosed in a separate sealed envelope)

FOR ENGAGING AN ORGANIZATION HAVING DOMAIN EXPERTISE IN DATA ANALYTICS FOR ONE YEAR

To be filled in by the Bidder (enclose copy of documents to support your statement)

1. Name and Postal Address of the Bidder:

Phone:

Mobile:

Fax:

E-Mail:

2. Is your concern Registered : Yes/No

(Attach attested copy if applicable)

Tick as applicable

a. Registered under Companies Act	
b. Partnership deed	
c. Registered as firm	
d. Proprietorship deed	

3. Income Tax Permanent account Number (PAN):
4. Valid GST (attach attested copy if applicable):
5. E.P.F Registration no. (attach attested copy if applicable)
6. E.S.I Registration no. (attach attested copy if applicable)
7. Details regarding past performance/technical competence
8. Documentary evidence of providing similar services for contracts of similar nature with other organizations.
9. Labor Department Reg. No. with evidence (attach attested copy if applicable)
10. Total turnover of the organization for A.Ys 2017-18, 2018-19, 2019-20 respectively (The bidder has to enclose copy of audited B/S for relevant years. Besides, the Bidder has to provide a certificate from registered Chartered Accountant declaring the turnover amount of the bidder for Data analysis services in respect of FY 2016-17 to 2018-19.)
11. Affidavit stating that the bidder has not been blacklisted by any organization in any of its previous contracts (attach copy).
12. Bank Account details:



13. Details of earnest money deposited:

DD no. _____ Dated _____ Amount: Rs. _____ Drawn Bank

DATE

SIGNATURE

SEAL



Checklist for Technical Bid

Name of the Bidder:

Sr. No.	Criteria to be fulfilled	Whether Criteria is fulfilled (Yes/No)	Documents required to be enclosed	Whether Documents enclosed (Yes/No)
1.	Is the concern/ bidder registered?		Certificate of incorporation/ establishment has to be submitted	
2.	Is valid GST and PAN available?		Self-certified copies of both documents have to be submitted	
3.	Whether the bidder has experience of working with atleast two govt. Govt. Organizations/ agencies in the field of data analysis during FYs 2016-17 to 2018-19?		Satisfactory services certificate issued by the Govt. Organization/ agencies. Also attach the copy of contract entered with such govt. organization/agencies.	
4.	Does the bidder have experience in Data Analysis of financial data and conducting risk assessment of such data in FYs 2016-17 to 2018-19?		Satisfactory services certificate issued by the client/service recipient. Also attach the copy of contract entered with such client or service recipient.	
5.	Annual turnover of bidder in field of data analysis (Min. 3 crores required)		Certificate from registered Chartered Accountant declaring the turnover amount of bidder for Data Analysis services for each FY.	
	F.Y. 2016-17			
	F.Y. 2017-18			
	F.Y. 2018-19			
6.	ITRs of FYs 2016-17 to 2018-19 along with audits annual reports & Form 3CD		Copy of ITRs and Audited annual report & Form 3 CD to be submitted.	
7.	Affidavit of not having been blacklisted by any Govt. Organization or PSU.		Affidavit of not having been blacklisted by any Govt. Organization or PSU to be submitted alongwith.	
8.	Earnest money of Rs. 50,000/-		Submit Demand Draft in respect of EMD of Rs. 50,000/- in original.	



FINANCIAL BID**(TO BE ENCLOSED IN A SEPARATE SEALED ENVELOPE)****FOR ENGAGING AN ORGANIZATION HAVING DOMAIN EXPERTISE IN DATA ANALYTICS FOR ONE YEAR**

1. Name and address (with telephone no.& fax no. of Service Provider Company/Firm/Agency)
2. Particulars of Bid per Data Analyst/Resource deployed (includes of all the applicable taxes, viz. GST etc.)

S.No.	Particulars	Amount(Rs.)	Remarks
1.	(Cost of one FTE Data Analyst for eight hours a day per month) * 3	(Show computation)	Lowest of total cost of three FTE Data Analyst and one FTE Supervisor (Sr. Data Analyst would be considered as L1)
	Cost of one FTE Supervisor (Sr. Data Analyst) for eight hours a day per month		
	Total cost of three FTE Data Analyst and one FTE Supervisor (Sr. Data Analyst)		
2.	PF Contribution	To be included in cost above	
3.	ESI Contribution	To be included in cost above	
4.	Service Tax	As applicable	

Note- 1. All the rates must be written both in figures and words. Corrections, if any, is to be made by crossing out, initial, dating and rewriting shall be authenticated.

2. **DEDUCTIONS:** Income tax as applicable shall be deducted at source. The Service Provider/consultant/ Company/Agency/Firm shall be responsible for meeting out all the tax implications as per Rules other Government Departments. The rates quoted by the Agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.



DECLARATION

"I, _____ Son/daughter/wife of
Sh. _____ Proprietor/Partner/Director/Authorized signatory of the
company/agency/firm _____, is competent to sign this
declaration and execute this tender document.

1. "I / We hereby declare that I/We have carefully gone through the terms & conditions of the Tender notice no. DGIT/RA/Tenders-Data Analytics/2019-20/ dated 30.12.2019 in detail and agree to the conditions/rates submitted by me/us in the Rate Sheet and I/We agree in full".

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/document may lead to rejection of the offer at any stage besides other actions under appropriate law.

Signature of the Party : _____

Full Name in Block Letters : _____

Capacity in which the Offer is signed: _____

Full Address : _____

Telephone Number: Office _____

Res. _____



NON-DISCLOSURE AGREEMENT
(ref letter DGIT/RA/Tender-Data Analytics/2019-20/451 dated 11.11.2019)

(The NDA needs to be executed on a stamp paper of value equal to Rupees hundred only (Rs. 100) and signed by a person duly authorized by the Parties)

THIS AGREEMENT is made on this the day of 2019 at New Delhi, India,
BETWEEN

Directorate of Income Tax (Risk Assessment) (HQ), New Delhi having its office at 4th Floor, Tower C, Civic Center, Minto Road, New Delhi – 110002, India, (hereinafter referred to as “**DGIT (RA)**”), which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as “<***/**contractor**>” which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

WHEREAS:

- (a) DGIT(RA) is working with <***/**contractor**> for engagement of skilled manpower for Data Analytics support against letter **DGIT/RA/Tender-Data Analytics/2019-20/451 dated 11.11.2019** (“Contract”);
- (b) Whereas pursuant to the agreement for this project (the “Business Purpose”), DGIT(RA) recognizes that in the course of their engagement, the resource of <***/**contractor**> shall have access to their certain confidential information (as defined hereinafter).
- (c) Whereas such Confidential Information belongs to DGIT(RA) and it is expected that such information is used only for business purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. INTERPRETATION

1.1 Interpretation

In this agreement, unless otherwise specified:

- (i) references to clauses, Sub-clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;

- (ii) use of any gender includes the other genders;
- (iii) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (iv) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (vi) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (vii) references to a 'business day' shall be construed as a reference to any day that is not a Sunday or a public holiday and starts at 9 am;
- (viii) references to times are to Indian standard time;
- (ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (x) all headings and titles are inserted for convenience only.

1.2 Ambiguities within Agreement

In case of ambiguities or discrepancies within this agreement, the following principles shall apply:

- (i) as between two clauses of this agreement, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- (ii) as between the provisions of this agreement and the Schedules, the agreement shall prevail, save and except as expressly provided otherwise in the agreement or the Schedules; and
- (iii) as between any value written in numerals and that in words, the value in words shall prevail.

2. TERM

This agreement will remain in effect till two years post the expiry of the contract referred above unless explicitly extended by mutual consent of DGIT (RA) and <***contractor>.

3. SCOPE OF THE AGREEMENT

- (i) This agreement shall apply to all confidential and proprietary information belonging to DGIT(RA) which comes within the knowledge of

<***contractor> and other information which DGIT(RA) identifies in writing as confidential before or within (30) thirty days after coming in knowledge of <***contractor> (“Confidential Information”). Such Confidential Information consists of RFP, certain specifications, documents, software, prototypes and/or technical information, data and all copies and derivatives containing such information that may come in the knowledge of <***contractor> for and during the Business Purpose, which DGIT(RA) considers proprietary or confidential.

- (ii) Such Confidential Information may be in any form or medium, tangible or intangible, and may come in knowledge of <***contractor> in writing, orally, or through visual observation or by any other means.

4. OBLIGATIONS OF <*CONTRACTOR>**

<***contractor> shall –

- (i) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- (ii) grant access to Confidential Information only to its employees on a “need to know basis” and restrict such access as and when not necessary to carry out the Business Purpose.
- (iii) cause its employees to comply with the provisions of this agreement;
- (iv) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- (v) disclose the Confidential Information to its consultants/contractors/any third parties on a “need to know basis”; provided that by doing so, <***contractor> agrees to bind such consultants/contractors to terms at least as restrictive as those stated herein. <***contractor> upon making a disclosure under this clause shall –
 - a. advise the consultants/contractors of the confidentiality obligations imposed on them by this clause.
- (vi) upon request of DGIT(RA), <***contractor> shall return to DGIT(RA) all Confidential Information.
- (vii) not to remove any of the other Party’s Confidential Information from the premises of DGIT(RA) without prior written approval.

- (viii) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with DGIT(RA)'s prior written approval, from DGIT(RA)'s premises. Each Party agrees to comply with any and all terms and conditions DGIT(RA) may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date and that no copies are to be made off of the premises.
- (ix) Upon the request of DGIT(RA), <***>/contractor shall promptly return to DGIT(RA) all tangible items containing or consisting of DGIT(RA)'s Confidential Information all copies thereof.

5. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- (i) Each Party recognizes and agrees that all of DGIT(RA)'s Confidential Information is owned solely by DGIT(RA)'s and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- (ii) By sharing some Confidential Information to <***>/contractor during the engagement for business purpose or executing this agreement, DGIT(RA) does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. DGIT(RA)disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- (iii) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this agreement from working on future projects for DGIT(RA) which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on <***>/contractor's disclosure or use of any general learning, skills or know-how developed by <***>/contractor's personnel under this agreement.
- (iv) Execution of this agreement and resource of <***>/contractor coming to know certain Confidential Information during engagement pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

6. Notwithstanding any other provision hereof, <*/contractor> may disclose Confidential Information of DGIT(RA), provided that <*/contractor> is obligated by the order of a court of competent jurisdiction, or by Government order (“Orders”) to provide information or documents in relation to the Confidential Information provided by DGIT(RA). The Parties agree that prior to such disclosure, <*/contractor> shall notify DGIT(RA) in writing of the requirement of disclosure of Confidential Information under such Orders, so that DGIT(RA) can limit the extent of disclosure required under such Orders. <*/contractor> shall fully co-operate with DGIT(RA) in limiting the extent of disclosure of Confidential Information under such Orders. In the event DGIT(RA) is unable to limit the extent of disclosure under the Orders, then <*/contractor> shall disclose only such portion of Confidential Information which is specifically required to be disclosed under the Orders.

7. DISPUTE RESOLUTION

- (i) If a dispute arises in relation to the conduct of this Contract/Agreement (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.
- (ii) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- (iii) During the 14 days after a notice is given under clause 7 (ii) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified in Item 27. Any legal dispute will come under the sole jurisdiction specified in Item 27.

- (iv) <*/contractor> agrees that DGIT(RA) shall have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

- (v) Notwithstanding the above procedure of Dispute Resolution as mentioned in clause 7(i) to 7(iv), where it comes to the knowledge of DGIT(RA) that certain confidential information of DGIT(RA) that came into the knowledge of <*/contractor> during engagement for business purpose has been utilized by <*/contractor> in such a manner that is in contravention of Obligations of <*/contractor> under clause 4 of this agreement then DGIT(RA) can approach the concerned Court for seeking action against <*/contractor> under the Official Secrets Act, 1923.

8. VARIATION

This agreement may only be varied in writing and signed by both Parties.

9. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this agreement: -

- (i) shall be in writing

- (ii) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this agreement;

- (iii) shall be executed by a duly authorised representative of the Party; and

- (iv) shall not affect the validity or enforceability of this agreement in any manner.

10. EXCLUSION OF IMPLIED WARRANTIES

This agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11. ENTIRE AGREEMENT

This agreement together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no

amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this agreement are abrogated and withdrawn.

12. SEVERABILITY

If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this agreement or otherwise.

13. NO PARTNERSHIP

This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this agreement.

14. THIRD PARTIES

This agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this agreement.

15. SUCCESSORS AND ASSIGNS

The agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this agreement shall be in writing and shall be given by hand delivery, recognised courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below –

If to DGIT(RA):

Attn: DDIT, HQRS(DGIT)
DIRECTORATE OF RISK ASSESSMENT
4TH FLOOR, CIVIC CENTRE, NEW DELHI-110002.

If to <***>/the contractor>:

Attn. <***>
Address: <***>
Phone: <***>
Fax No. <***>

17. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this agreement shall be in writing and in the English language.

18. MITIGATION

Without prejudice to any express provisions of this agreement on any mitigation obligations of the Parties, each of DGIT(RA) and <***>/contractor> shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of <***>contractor> by:	SIGNED, SEALED AND DELIVERED For and on behalf of DGIT(RA) by:
(Signature) (Name) (Designation) (Address) (Fax No.)	(Signature)

In the presence of:

1. _____

2. _____