Request for Empanelment (RFE)

of

Agencies for Hiring of IT Resources

Issue Date: 4th March 2022
Closing Date: 22nd March 2022

NATIONAL INSTITUTE OF URBAN AFFAIRS
Core 4B, India Habitat Centre,
Lodhi Road,
New Delhi- 110 003

RFP No. NIUA-IT/2021-22/HR/1
Disclaimer

The information contained in this Request for Proposal (“RFE”) document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the National Institute of Urban Affairs (NIUA), or any of their representatives, employees or advisors (collectively referred to as “NIUA Representatives”), is provided to Bidder/s on the terms and conditions set out in this RFE Document and any other terms and conditions subject to which such information is provided.

The purpose of this RFE Document is to provide interested parties with information to assist the formulation of their response for Empanelment pursuant to this RFE Document. This RFE Document includes statements, which reflect various assumptions and assessments arrived at by NIUA in relation to the Assignment. Such assumptions and statements, in this REP Document do not purport to contain all the information that each Bidders may require. The assumptions, assessments, information and statements contained in this RFE Document may not be accurate, adequate and complete and each Bidders should conduct its own enquiries and analysis, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this RFE Document, and obtain independent advice from appropriate sources.

NIUA Representatives make no representation or warranty and shall incur no liability to any person, including any Bidder or Bidders, under any law, statute, rule or regulation or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE Document or otherwise, including the accuracy, reliability or completeness of the RFE Document and any assessment, assumption or information contained therein or deemed to form part of this RFE Document or arising in any way with qualification of Bidders for participation in the Empanelment Process.

The NIUA may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE Document or cancel this RFE process.
Letter of Invitation

Dear Mr./Ms.:

1. NIUA invites proposals from Agencies/Firms through a Request for Empanelment (RFE) of Agencies for Hiring of IT Resources for a period of twelve (12) months. The process for Empanelment of the Firms and the operation of the Contract thereafter has been outlined in this Document.

2. It is not permissible to transfer this invitation to any other Firm.

3. The RFE shall be published on the NIUA website and is free of cost to download.

4. Any Deposit / Bid Security / Earnest Money Deposit (EMD) is not required for the submission of the proposal.

5. The Proposal must be submitted via hard copy to National Institute of Urban Affairs, Core 4B, 1st Floor, India Habitat Centre, New Delhi-110003 by 22nd March, 2022, 17:00 hr IST. The soft copy of the Proposal with all Documents/Annexures should also be sent to jitendra@niua.org with copy to rsangam@niua.org.

6. The method of empanelment of Agencies/ Firms is Quality Based Selection (QBS). The agencies / firms are requested to provide their best Technical Proposals. NIUA intends to empanel Top Five (5) Agencies / Firms for hiring of IT Resources.

7. NIUA will communicate the requirements time to time to the empaneled agencies. The empaneled agencies / firms will be required to submit their Techno – Commercial proposals as per job description, which will be assessed on Quality (80%) cum Cost (20%) Based Selection (QCBS) as detailed in this document. To substantiate their credentials and to respond to any queries, the agencies / firms may be asked to make a presentation of their Technical Proposal. During the actual engagement of the IT Resource, NIUA may interact with prospective candidate to be deployed in person / online.

8. The empanelment is initially meant for hiring of the IT Resources, but same can also be used for other requirements of NIUA.

9. Any queries in relation to the RFE to be sent prior to 12th March, 2022, 17:00 hr IST and the responses will be available online by 17th March, 2022 by 17:00 hr IST.

Yours sincerely,

Director,
National Institute of Urban Affairs
Background

Established in 1976, the National Institute of Urban Affairs (NIUA), an autonomous body under Ministry of Housing and Urban Affairs (MoHUA) was tasked to bridge the gap between research and practice on issues related to urbanization and suggest ways and mechanisms address urban challenges in the country. For more than 40 years now, NIUA has been actively working to identify key areas of concern for urban India. It has utilized its competencies in research, knowledge management, policy advocacy and capacity building to address urban challenges and develop sustainable, inclusive, and productive urban ecosystems in the country.

NIUA has emerged as a thought leader and knowledge hub for urban development in India and is sought by both Indian and International organizations for collaborations and partnerships. NIUA is aligning its efforts towards achieving the Sustainable Development Goals (SDGs) through all its initiatives and programs.

A National Urban Innovation Stack (NUIS) Strategy and Approach was published by the Ministry of Housing and Urban Affairs (MoHUA) and National institute of Urban Affairs (NIUA) in February 2019 which is envisioned to create a digital public good for stakeholders across the “quadruple helix” of government, industry, academia, and civil society in urban India. NIUA has established the Centre for Digital Governance (CDG) to operationalize the NUIS and anchor the collaborative, ecosystem-driven processes it will enable. CDG has laid out extensive plans for expansion in various areas of expertise.

The ongoing IT initiatives within NIUA has created a strong demand of IT Resources. Which include Solution Architects, Project managers, software Developers, DevOps Engineers, Business Analysts, UI/UX, QA tester, Website developers and more. The demand for such resources may further go up due to the factors such as new initiatives, expansion of projects, internal strengthening of IT systems etc

Purpose of Request for Empanelment (RFE)

The purpose of this Request for Empanelment (RFE) is to empanel agencies / firms for hiring of IT Resources (Based on agreed Job Description) to support Various IT Initiatives of NIUA.

The empanelment is initially meant for hiring of the IT Resources, but same can also be used for other requirements of NIUA.
**Type of Engagement**

NIUA intends to empanel Top five (5) Agencies / Firms for hiring of IT Resources.

NIUA will ask per submission of CVs for individual positions from empaneled agencies / firms for various hiring of resources as per requirement and will select the best CV as per Evaluation Criteria and personal interview, if required.

A contract as per format given in Appendix 10 will be signed with the agencies / firms as per requirement.

The empanelment shall be valid for a period of twelve (12) months and shall be extended further at the discretion of NIUA with mutual consent.

Except as NIUA may otherwise agree in writing, no changes shall be made in the IT Resource. Notwithstanding, the substitution of IT Resource during Contract execution may be considered only based on the agencies / firms’ written request and due to circumstances outside the reasonable control of the agencies / firms, including but not limited to death or medical incapacity. In such case, the agencies / firms shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**Terms of Reference**

The IT resources requirement including the anticipated future demand, may include various IT roles such as Program Managers, Scrum Masters, Project Managers, Functional & Non-Functional Testers, Frontend Developers, Backend Developers, Web Developers, DevOps Engineers, Solution Architects, Technical Architects, UI/UX Designers, QA testers, and other roles as per ongoing requirement of NIUA.

These positions shall be based at NIUA, New Delhi.

NIUA as its organizational philosophy is aligned with usage of Open-Source Technologies. Therefore, the present and future demand of the resources will be aligned to the Technology stack which is Open Source and Diverse and includes but not limited -

- Frontend Frameworks – Angular, Reach, Vue etc.
- Backend – Node JS, Laravel etc.
- Databases – MongoDB, PostgreSQL, MySQL etc.
- CMS – Drupal, WordPress
- Other Technologies – PHP, Unix, GIT etc.

**Details of Sample IT Resources Requirements**

<table>
<thead>
<tr>
<th>Technical Expertise</th>
<th>Qualification</th>
<th>Experience in years</th>
</tr>
</thead>
</table>
| **Software Developers**   | BE/B.Tech/BCA  
Proven work experience as a back-end developer  
In-depth understanding of the entire web development process (design, development, and deployment)  
Hands on experience with programming languages like Java, JavaScript, PHP and Python, Drupal | 3-5 years           |
| **DevOps & Cloud Monitoring** | Bachelor’s degree in computer science or equivalent (BE/B.Tech/BCA)  
Strong Computer Networking fundamentals  
Experience with modern DevOps fundamentals, tools and techniques  
Experience in CI/CD – Git, Maven and Jenkins. | 3-5 years           |
| **Website Developers**    | Bachelor’s degree in computer science or equivalent (BE/B.Tech/BCA)  
Strong Computer programming fundamentals | 3-5 years           |
Experience with modern frameworks, CMS, tools and techniques  
Hands on experience with programming languages like Java, JavaScript, PHP and Python, Drupal

| UI/UX          | Bachelor’s degree in computer science or equivalent (BE/B.Tech/BCA)  
Proven work experience as a UI/UX Designer or similar role | 3-5 years |

The above profiles are indicative and only for the purpose of providing an understanding to the bidders on the type of the requirement. However, the job description of the specific requirement will be provided by NIUA, time to time, depending upon the project.

**Indicative Role & Responsibilities :**

**Role:**
The developer has to align the design and user experience requirements to ensure optimization of the application for maximum efficiency and maintaining consistency across the platform. He would also be involved in writing backend scripts for DB operations using PHP or Java scripts.

**Responsibilities:**
- Design and write front end/backend applications from scratch or extend existing applications for modification/update.
- Identify reusable components, in order to reduce the time and cost of application design.
- Fixing of bugs with respect to the tickets raised through JIRA
- Test the applications and identify problems
- Code Maintenance using modern infra like Git

**Client support:**
- Gather and evaluate user requirements in collaboration with users and engineers
• Illustrate design ideas using storyboards, process flows and sitemaps
• Design graphic user interface elements, like user flows, menus, tabs and widgets
• Create User Personas
• Build page navigation buttons and search fields
• Develop UI mock-ups and prototypes that clearly illustrate how sites function and look like
• Create original graphic designs (e.g. images, sketches and tables) & Prototypes
• Prepare and present rough drafts to internal teams and key stakeholders
• Identify and troubleshoot UI/UX problems (e.g. responsiveness)
• Conduct layout adjustments based on user feedback
• Design style standards on fonts, colours, typography and images

Eligibility Criteria

• The Bidder should be a COMPANY as per the Indian Companies Act.
• The Bidder must have an office in India registered with the competent NIUA and should be operational for at least 5 financial years as of 31 March 2021.
• The bidder should have a minimum average annual turnover of Rs. 1 crore in last 3 financial years. (Refer Appendix 8 for format).
• The Bidder should demonstrate soundness of its financial position. As a minimum, the Bidder’s Net Worth for each of the last three financial years (FYs 2017-18, 2018-19 and 2019-20) calculated as the difference between total assets and total liabilities, should be positive. (Refer Appendix 3 for format).
• As on last date of submission of the Bid, the Bidder should not be blacklisted or debarred by Central Government/ State Governments/ Union Territories/ PSUs in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. (Refer Appendix 4 for format).
• The Bidders shall have the experience of at least 5 Similar Projects. (Similar Projects means The Bidders should have experience in providing IT Manpower staffing/hiring services)
• The Bidders should have experience in providing IT Manpower staffing/hiring services of min 100 resources (Cumulative) in last 3 years as on the date of submission of the bid, out of which 30% of the hiring should be in Central Government/ State Governments/ Union Territories/ PSUs. The Bidder shall have minimum 10 employees on its payroll to manage similar services. (Refer Appendix 6 & 9 for format)
**Technical Evaluation**

Bidders who meet the pre-qualifications/eligibility requirements shall be considered as qualified for Technical Evaluation.

The criteria for technical evaluation shall be as defined below with Maximum Marks of 100.

**The Technical Evaluation criteria (Table 1):**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Parameters</th>
<th>Marking</th>
<th>Max Marks</th>
<th>Documentary evidence to besubmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Average annual Turnover from Similar Project during last three FY i.e. FY: 2017-18 FY: 2018-19 FY: 2019-20</td>
<td>i. &gt;10 cr.: 20 Marks ii. &gt;5 Cr and upto 10 Cr: 15 Marks iii. &gt;1 Cr and upto 5 Cr. - 10 Marks</td>
<td>20 Marks</td>
<td>Certificate from statutory auditor (Appendix 8)</td>
</tr>
<tr>
<td>2.</td>
<td>Certifications: ISO certificates</td>
<td>Minimum one certificates required. i.e. i. CMMI Level 5, ii. ISO 9001:2015, iii. ISO 20000, iv. ISO-27001 etc. (Per Certificate - 5 Marks)</td>
<td>20 Marks</td>
<td>Relevant certificates</td>
</tr>
</tbody>
</table>
3. **Work Experience:**
   Bidder’s Experience in Manpower hiring/staffing in last three years as on the date of bid submission

<table>
<thead>
<tr>
<th>No. of Manpower hiring: Bidder must have technical resources on their payroll currently in current FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.  &gt;150 nos. =10 Marks</td>
</tr>
<tr>
<td>ii. &gt;100 and upto 150 nos.= 5 Marks</td>
</tr>
<tr>
<td>iii. &gt;50 and upto 100 nos. = 2 Marks</td>
</tr>
</tbody>
</table>

2 Marks for each project
(Maximum 10)

20 Marks

Copy of the Work Order for ongoing project/ work Completion Certificates from end user for completed projects.

4. **Approach Methodology**
   (basis documentation submitted and interaction with presenters to evaluation committee members)

<table>
<thead>
<tr>
<th>7.5 marks for each presentation –</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Company profile</td>
</tr>
<tr>
<td>ii. Methodology for diverse resource pool management</td>
</tr>
<tr>
<td>iii. Similar projects undertaken</td>
</tr>
<tr>
<td>iv. Challenges and risks foreseen, and mitigation plans for each of the identified challenges/ risks</td>
</tr>
</tbody>
</table>

10 Marks

Copy of the Work Order for ongoing project / work Completion Certificates from end user for completed projects.

5. **Minimum 70 marks score are required in the Technical Qualification.** The maximum top five (5) proposals with the highest Technical Score will be considered for empanelment.

NIUA will inform the job description for each position with evaluation criteria to the empaneled agencies / firms for submission of their proposal on Quality (80%) cum Cost (20%) Based Selection (QCBS) - 80:20.

The Technical Proposal will be evaluated on the basis of IT Resources/ Consultants / Human
Resources’ experiences, his understanding, proposed methodology, work plan and experience. The Financial Proposal of only those Consultants who qualify technically (Minimum Qualifying Marks: 70%) will be opened. The proposal with the lowest cost 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 20%.

For working out the combined score, the employer will use the following formula:

\[
\text{Total score} = 0.8 \times \text{TS} + 0.2 \times \text{FS}, \quad \text{where} \quad \text{FS} = \{(\text{LEC} / \text{EC}) \times 100\}
\]

\text{TS} \text{ stands for technical score.} \quad \text{EC stands for Evaluated Cost of the particular financial proposal} \quad \text{LEC stands for Lowest Evaluated Cost of the financial proposal.} \quad \text{FS stands for financial score of the financial proposal.}

The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (H-1) will be considered for award of contract and will be called for negotiations, if required. A clarification may be asked from Agency / firms for better understanding of the proposed CVs.

**Right to Accept or Reject any of the bid**

Notwithstanding anything contained in this RFE Document, NIUA reserves the right to accept or reject any Bid or to annul the Empanelment process or reject all Bids at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

NIUA reserves the right to reject any Bid if:

- At any time, a material misrepresentation is made or discovered; or
- The Bidders does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the bid.
- Rejection of the Bid by NIUA, as aforesaid, shall lead to the disqualification of the Bidders.

**Miscellaneous**

The Empanelment process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes
arising under, pursuant to and/or in connection with the Empanelment Process.

NIUA, in its sole discretion and without incurring any obligation or liability, reserve the right, at any time, to:

- Suspend and/or cancel the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidders in order to receive clarification or further information;
- Retain any information and/or evidence submitted to NIUA by, on behalf of and/or in relation to any Bidders; and/or
- Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidders.

It shall be deemed that by submitting the bid, the Bidders agrees and releases NIUA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by NIUA or submitted by Bidders shall remain or become, as the case may be, the property of NIUA. NIUA will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

NIUA reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
Bidding Forms

1.1 Appendix 1: Format for the Letter of Offer

[On the Letterhead of the Bidders]  Date:

To
Director, NIUA XXXXX

Ref: Request for Empanelment of Agencies for Hiring of IT Resources

Dear Sir,

Being duly authorized to represent and act on behalf of …………………… ……………. (Hereinafter referred to as "the Bidders") and having gone through and fully understood all of the eligibility and qualification requirements and information provided, the undersigned hereby apply for Empanelment for the captioned assignment.

We are enclosing our Bid for Qualification in one (1) original, with the details as per the requirements of the RFE Document, for your evaluation.

We confirm that our Bid is valid for a period of 90 (Ninety) days from (Bid Due Date)

Yours faithfully,

______________________________

(Signature of Authorised Signatory) (Name, Title and Address)
### Appendix 2: Format for Details of Bidder

#### Details of Bidders

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>a</td>
<td>Name of Bidders with full address :</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Tel. No. :</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Fax No. :</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Year of Incorporation. :</td>
<td>Proof of registration of the Bidders to be submitted</td>
</tr>
<tr>
<td>f</td>
<td>Name and address of the person holding the Power of Attorney.</td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>(i) Place of Business. :</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Date of Registration. :</td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>Name of Bankers with full address :</td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Regional presence (Direct office) :</td>
<td>The location details to be provided</td>
</tr>
<tr>
<td>j</td>
<td>GST Registration Number :</td>
<td>Copy to be submitted.</td>
</tr>
</tbody>
</table>
Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnish details):

Name and details (Tel / Mobile / E mail) of contact persons:

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Empanelment process, it is proved that the information furnished by us is wrong, NIUA reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Bidders

Date    Name    
Place    Designation    Tel No.

Mobile No.    Email: Seal/Stamp of the Firm
1.3 **Appendix 3: Format for Financial Capability of the Bidder**

(Equivalent in Rs. Crores)

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017-18</td>
</tr>
<tr>
<td>Total Asset (TA)</td>
<td></td>
</tr>
<tr>
<td>Total Liability (TL)</td>
<td></td>
</tr>
<tr>
<td>Net Worth (TA-TL)</td>
<td></td>
</tr>
</tbody>
</table>

Certificate from the Statutory Auditor

This is to certify that (name of the Bidders) has Total asset, Total liability and Net worth as shown above against the respective years as per the audited balance sheet.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

Note: The Bidders shall provide details of the Financial Capability based on its own financial statements. The Financial Capability of Bidders parent company or its subsidiary or any associate company shall not be considered for computation of the Financial Capability of the Bidders.
1.4 Appendix 4: Format for Affidavit Certifying that Entity is not debarred / blacklisted

(On non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Affidavit

I / We Proprietor/ Partner(s)/ Director(s) of M/s --------------------------------------- hereby declare that the firm/company namely M/s-------------------------------------- --------------------------------------- has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s ---------------------------------------- hereby declare that the firm/company namely M/s-------------------------------------- --------------------------------------- was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of - --------- years w.e.f.--------- --------. The period is over on -------------and now the firm/company is entitled to take part in Government tenders.

We further confirm that we are aware that as per Section 5, our Bid for the captioned Assignment shall be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of Section 5, any stage of the Empanelment Process.

Dated this …Day of , 2022.

Name of the Bidders

Signature of the Authorised Person
1.5 **Appendix 5: Approach and Methodology**

- Company profile – 7.5 marks
- Methodology for diverse resource pool management, understanding of scope – 7.5 marks
- Similar projects undertaken – 7.5 marks
- Challenges and risks foreseen, and mitigation plans for each of the identified challenges/risks – 7.5 marks
Certificate from the Statutory Auditor

This is to certify that ................. (name of the Bidders) has provided IT manpower hiring services for.......... number of resources in last 3 years as on the date of BID submission, out of which 30% of the hiring have been in Central Government/ State Governments/ Union Territories/ PSUs.

Name of the audit firm:

Seal of the audit
1.7 **Appendix 7: Indicative Format for Resume/CV**

Required Position: [For each position of key professional separate form will be prepared]:

Name of bidder: [Insert name of firm proposing the staff]:

Name of Staff: [Insert full name]:

Total Experience in Years:

Total relevant Experience in Years:

Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

Working experience as per Job profile (No of projects.):

Date of Birth:

Nationality:

Membership of Professional Associations:

Certifications: Copy of Certificate to be attached with Resume/CV.

Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

Employment Record: [Starting with present position, list in reverse order every employment held by staff member 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:

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignments in which the staff has been involved, indicate the following information for those Assignments that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I will be available over the duration of development and operational support to manage various platforms under CDG and other projects at NIUA, if selected.

Date: [Signature of the Proposed Manpower]

Place:
### Appendix 8: Format – BIDDER Turnover

(Equivalent in Rs. Crores)

<table>
<thead>
<tr>
<th>Turn over</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of the BIDDER</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certificate from the Statutory Auditor

This is to certify that ....................(name of the BIDDER) has average annual turnover as ............

Details shown above against the respective years as per the audited balance sheet. Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

---

Note: The BIDDER shall provide details of the Financial Capability based on its own financial statements. The Financial Capability of BIDDER's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the BIDDER.
1.9  **Appendix 9: Format for number of employees for similar services**

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To Director,
National Institute of Urban Affairs (NIUA), India Habitat Centre,
Lodhi Road,
New Delhi-110003

Dear Sir,

This is to certify that we have 10 or more Employees (Total Number of Employees) on firm payroll to manage similar services as on the date of publishing the bid.

Signature:
Name of HR Head: Name of Firm: Seal/Stamp of Bidder
1.10 Appendix 10: Draft Contract

<This is a draft and indicative template and the final template of the contract will be discussed, agreed and finalized at the time of the contract.>

CONTRACT FOR “IT Manpower Staffing Services “between [National Institute of Urban Affairs (NIUA)]

and

[name of the agency / firm] Dated:

This CONTRACT (hereinafter called the “Contract”) is made on the [day]day of the month of [month], [year], between, on the one hand, [National Institute of Urban Affairs] (hereinafter called the “Client”) and, on the other hand, [name of Agency / firm] (hereinafter called the “Agency / Firm”).

WHEREAS

the Client has requested the agency / firm to provide certain services as defined in this Contract (hereinafter called the “Services”);

the agency / firm, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

Conditions of Contract;

The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]

Appendix A: Description of Services Appendix B: Reporting Requirements

Appendix C: Duties of the Client

Appendix D: Deployment schedule of IT Resources and Payment Details

The mutual rights and obligations of the Client and the agency / firm shall be as set forth in the Contract, in particular:

The agency / firm shall carry out the Services in accordance with the provisions of the Contract; and

the Client shall make payments to the agency / firm 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.

For and on behalf of [name of Client] [Authorized Representative]

For and on behalf of [name of Agency / firm] [Authorized Representative]
Conditions of Contract

General Provisions

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

“Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

“Agency / Firm” means any private or public entity that will provide the Services to the “Client” under the Contract.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is Conditions and the Appendices.

“Day” means calendar day.

“Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1.

“Government” means the Government of India.

“Local Currency” means Indian Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.

“Party” means the “Client” or the agency / firm, as the case may be, and “Parties” means both of them.

“Personnel” means professionals and support staff provided by the agency / firm and assigned to perform the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the Governing Contract may be amended or supplemented.

“Services” means the work to be performed by the agency / firm pursuant to this Contract, as described in Appendix A hereto.

“Third Party” means any person or entity other than the “Client”, or the agency / firm.

“In writing” means communicated in written form with proof of receipt.

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

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

Notices

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.

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.

Location: The Services shall be performed at such locations as are specified in hereto and, where the location of a particular task is not so specified, at such locations, as the “Client” may approve.

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 “Client” and the agency / firm. The agency / firm, subject to this Contract, shall be fully responsible for the Services performed by them or on their behalf hereunder.

Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Client” or the agency / firm may be taken or executed by the officials specified in the SC.

Taxes and Duties: The agency / firm and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

Fraud and Corruption
Definitions: It is the Client’s policy to require that Client as well as agency / firm observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

“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;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

“collusive practices” means a scheme or arrangement between two or more agency / firm, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

“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;

Measures to be taken by the Client
The Client may terminate the contract if it determines at any time that representatives of the Agency / firm were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the agency / firm having taken timely and appropriate action satisfactory to the Client to remedy the situation;

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

Commissions and Fees
At the time of execution of this Contract, the Agency / firms 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.

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT
Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”)
of the “Client” notice to the Agency / firm instructing the Agency / firm 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.

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.

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

Expiration of Contract: Unless terminated earlier for reasons discussed, agreed and included in the Contract, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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.

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.

**Force Majeure**

Definition

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.

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-Agency / firms 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.

Subject to clause 3.1.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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.
Measures to be taken:

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.

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.

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.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency / firm, upon instructions by the “Client”, shall either:

demobilize; or

continue with the Services to the extent possible, in which case the Agency / firm shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

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.

Suspension

The “Client” may, by written notice of suspension to the Agency / firm, suspend all payments to the Agency / firm hereunder if the Agency / firm 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 Agency / firm to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency / firm of such notice of suspension.

Termination

By the “Client”: The “Client” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs as below from 6.1.1 to 6.1.9.

If the Agency / firm fails to remedy a failure in the performance of its obligations hereunder within thirty (30) days of receipt of such notice of suspension or within such further period as the “Client” may have subsequently approved in writing.

If the Agency / firm becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

If the Agency / firm fails to comply with any final decision reached as a result of arbitration proceedings

If the Agency / firm, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

If the Agency / firm submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.

If the Agency / firm places itself in position of conflict of interest or fails to disclose promptly any conflict
of interest to the Client.

If the Agency / firm fails to provide the quality services as envisaged under this Contract. The Client Committee (CC) 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 CC may decide to give one chance to the Agency / firm to improve the quality of the services.

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

If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Client” shall give a not less than thirty (30) days’ written notice of termination to the Agency / firms.

By the Agency / firm: The Agency / firm may terminate this Contract, by not less than thirty (30) days’ written notice to the “Client”.

If the “Client” fails to pay any money due to the Agency / firm pursuant to this Contract within forty-five (45) days after receiving written notice from the Agency / firm that such payment is overdue.

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

If the “Client” fails to comply with any final decision reached as a result of arbitration.

If the “Client” 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 Agency / firm may have subsequently approved in writing) following the receipt by the “Client” of the Agency / firm’s notice specifying such breach.

Cessation of Rights and Obligations: Upon termination of this Contract or upon expiration of this Contract, 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 Contract, (iii) the Agency / firm’s obligation to permit inspection, copying and auditing of their accounts and records by Client (iv) any right which a Party may have under the Law.

Cessation of Services: Upon termination of this Contract by notice of either Party to the other, the Agency / firm 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 Agency / firm and equipment and materials furnished by the “Client”, the Agency / firm shall handover such documents and material to Client.

Payment upon Termination: Upon termination of this Contract the “Client” shall make the following payments to the Agency / firm:

If the Contract is terminated without any fault of the Agency / firm and at the convenience of Client, Client will make payments for Services satisfactorily performed prior to the effective date of termination,

If the agreement is terminated due to any reasons attributable to Agency / firm, the Agency / firm shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Client” 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 Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of this agreement. The Agency / firm will be required to pay any such liquidated damages to client within 30 days of termination.
OBLIGATIONS OF THE AGENCY / FIRM

General

Standard of Performance: The Agency / firm 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 Agency / firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Client”, and shall at all times support and safeguard the “Client” s legitimate interests in any dealings with Sub-Agency / firms or Third Parties.

Conflict of Interests: The Agency / firm shall hold the “Client’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 Agency / firm shall promptly disclose the same to the Client and seek its instructions.

Agency / firm not to benefit from Commissions, Discounts, etc.: (a)The payment of the Agency / firm pursuant to Contract shall constitute the Agency / firm’s only payment in connection with this Contract and the Agency / firm 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 Agency / firm shall use its best efforts to ensure that any Sub-Agency / firms, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

Furthermore, if the Agency / firm, as part of the Services, has the responsibility of advising the “Client” on the procurement of goods, works or services, the Agency / firm shall comply with the Client’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Client”. Any discounts or commissions obtained by the Agency / firm in the exercise of such procurement responsibility shall be for the account of the “Client”.

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

Prohibition of Conflicting Activities: The Agency / firm shall not engage, and shall cause their Personnel as well as their Sub-Agency / firms 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.

Confidentiality: Except with the prior written consent of the “Client”, the Agency / firm 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 Agency / firm and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

Insurance to be Taken out by the Agency / firm: The Agency / firm (i) shall take out and maintain, and shall cause any Sub-Agency / firms to take out and maintain insurance, at their (or the Sub-Agency / firms’, as the case may be) own cost but on terms and conditions approved by the “Client”, insurance against the risks, and for the coverages specified in the Contract, and (ii) at the “Client’s request, shall
provide evidence to the “Client” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

Accounting, Inspection and Auditing: The Agency / firm (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Client” or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Client” or the Client, if so required by the “Client” or the Client as the case may be.

Agency / firm’s Actions Requiring “Client’s Prior Approval: The Agency / firm shall obtain the “Client’s prior approval in writing before taking any of the following actions:

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

Reporting Obligations: The Agency / firm shall submit to the “Client” the reports and documents specified in the Scope of work

Documents Prepared by the Agency / firm to be the Property of the “Client”: All documents prepared by the Agency / firm for the “Client” under this Contract shall become and remain the property of the “Client”, and the Agency / firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Client”, together with a detailed inventory thereof.

OBLIGATIONS OF THE “CLIENT”

Assistance and Exemptions: Unless otherwise specified in the Contract, the “Client” shall use its best efforts to ensure that it shall:

Provide the Agency / firm, details of the personnel to be recruited.

Provide to the Agency / firm and Personnel any general assistance including information of the project and resource requirements as may be required.

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 Agency / firm for providing the services i.e. GST, service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency / firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency / firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the payments.

Payment: In consideration of the Services performed by the Agency / firm under this Contract, Client shall make to the Agency / firm such payments and in such manner as is agreed and provided by this Contract.

PAYMENTS TO THE AGENCY / FIRM

Total Cost of the Services (a) The cost of the Services payable is set forth as per the Agency / firm’s
proposal to the Client and as negotiated thereafter.

Currency of Payment: All payments shall be made in Indian Rupees.

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

The Agency / firm shall submit the invoice for payment of success fee after the Client has selected the resources out of the panel provided by the Agency / firm. The payment shall be released within 45 days of receipt of invoice.

All payments under this Contract shall be made to the accounts of the Agency / firm specified in the Contract.

In case of early termination of the contract, the payment shall be made to the Agency / firm based on assessment made about work done till the date of the termination.

FAIRNESS AND GOOD FAITH

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.

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.

SETTLEMENT OF DISPUTES

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, arbitration by a court of law will prevail.

Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Agency / firm, 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 Client and the Agency / firm, 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.

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

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 Client and the Agency / firm. 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.

**Liquidated Damages**

The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

The amount of liquidated damages under this Contract shall not exceed [ ] % of the value of the assignment of the contract.

The liquidated damages shall be applicable under following circumstances:

Failure to submit deliverable as per schedule the Agency / firm shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

If the deliverables are not acceptable to the Client, and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Agency / firm shall be liable for Liquidated Damages for an amount equal to [ ]% of the assignment for every week or part thereof for the delay.

**Miscellaneous provisions:**

“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.

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

The Agency / firm shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

The Agency / firm shall be liable to and responsible for all obligations towards the Client for performance of works/services including that of its Associates/Sub Contractors under the Contract.

The Agency / firm shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

The Agency / firm shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency / firm’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency / firm.

The Agency / firm shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency / firm, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of the Contract.

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 Agency / firm for any engagement, service or employment in any
APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES
Note: This Appendix will include the final Scope of work worked out by the “Client” and the Agency / firms 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 “Client”, etc.

APPENDIX B - REPORTING REQUIREMENTS
Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C - DUTIES OF THE “CLIENT”
(Include here the list of Services, facilities and property to be made available to the Agency / firm by the “Client”).

APPENDIX D: DEPLOYMENT SCHEDULE OF IT RESOURCES AND PAYMENT DETAILS