

**Draft Proposal for Empanelment of Consultant Firms as Information  
Technology Experts**

Government of India  
Ministry of Home Affairs  
Narcotics Control Bureau

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15 September, 2022

**Subject :** **Empanelment for Hiring of Firms as Information Technology Experts who have specialization to deal IT related matters related to the operational activities of Narcotics Control Bureau : Reg**

This proposal pertains to calling empanelment for hiring of Information Technology Expert Firms who have specialization in their respective field to provide their expertise in evolving nature of drug crimes over the cyber space of India and utilizing the digital resources for its better and also as decided by the Competent Authority in Narcotics Control Bureau. The empanelment of Consultant Firms for NCB shall henceforth be regulated as per the following guidelines:

2. **Purpose:-** The purpose of these guidelines is to define the broad policies and procedures for empanelment and monitoring of consultants engaged by the Bureau and the field offices under administrative control of the Bureau.
3. **Scope:** These instructions shall apply to NCB Hqrs, DDG (Regional) and all its Zone/Sub-Zone offices located across the country. These instructions flow from and are subordinate to GFRs, Manual for procurement of hiring of consultant firms and the guidelines issued by MOF and CVC and in the event of any variance between the two, the later shall prevail.
4. **No of Consultants/ Experts Required:** Total: 10 (ten) Experts for various quarters of the Bureau. However, their prime station would be NCB Hqrs, New Delhi. These experts would not only cater the needs of NCB Hqrs but they will also cater the needs of zone offices of the Bureau on need basis. The consultants may be directed to move with the investigating/operational team on need basis. The general reputation of the firms shall also be considered for the empanelment purpose. Preference will also be given to such firms having multicity offices to cater the needs of NCB for fulfilling the job in time bound manner and also for the reason that efficiency of the Bureau may not be affected.

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5. **Scope of the works of the Consultant Firms:** The details of the Scope of the work are as under:

**1. Intelligence gathering:**

- (a) Continuous analysis of darknet markets to identify drug traffickers having Indian connections.
- (b) Analysis of cryptocurrency transactions both as an investigative and intelligence gathering tool.
- (c) Intelligence collection & investigation into drug trafficking through encrypted messaging services.
- (d) Intelligence collection & investigation into drug trafficking through B2B portals & social media.
- (e) CDR, IPDR and tower dump analysis using requisite software and building drug trafficking networks based on the analysis.
- (f) Any other related work assigned.

**2. Digital forensics ( for judicial purposes)**

- (a) Digital Forensics of mobile phones, desktop, computers, laptops, tables & other computing devices. Extraction, analysis and summarization of data from such devices.
- (b) Drone, GPS, Satellite phone forensics and Wi-Fi & other networking devices.
- (c) Data extraction and forensic analysis of cloud-based services.
- (d) Technical aid to investigating officers of NCB in their investigations.
- (e) Assistance to NCB officers during physical seizure of digital devices & evidences.
- (f) Issue of certificate u/s 65 B of Indian Evidence Act for investigation.
- (g) Any other related work assigned.

**3. Data Analysis**

- (a) **Data Analysis** – e.g. Analysis of daily passenger manifest of susceptible international air routes to identify drug mules, Analysis of container data at ports to identify suspect containers etc. ( Big & Established firms may be hired for this work as the data analysis requires customized software and advanced IT technologies including Machine Learning & Artificial Intelligence)
- (b) Any other related work assigned

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6. **Criterion for empanelment:**

The broad criterion for empanelment is as under:

- (a) The requisite IT firm having expertise in the field of IT related matters as described under scope of the work vide point no. 5 above and also as decided by the Competent Authority in the Bureau
- (b) The requisite firm should have been in practice to deal the IT related matters as indicated vide point no. 5 for at least the last five years.
- (c) The general reputation of the firm will also be considered for empanelment purposes.

7. **Role of the Hired Firms:**

The role of such hired consultant firms would be that of a domain expert and specialist to assist the investigation units. Their role will be supporting and supplementary.

The nature of services to be provided by these consultants would, inter alia, include supporting and facilitating investigation units to resolve the IT related issues in the field of internet analysis, dark net, open source media etc.

8 **General Terms of conditions**

- (a) The appointment of these firms shall be made on full time basis and the consultants who are entrusted the assigned work of the Bureau by these firms would not be permitted to take up any other assignment during the period of contract entered by these firms with Narcotics Control Bureau.
- (b) The consultant firm on having accepted the offer shall enter into a contract with the NCB and also sign a Declaration of Fidelity and Secrecy.
- (c) The consultant firm shall not indulge in or disclose to any unauthorized person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters which are confidential / secret in nature.
- (d) The consultants of the hired firm shall not be entitled to get any allowance such as conveyance allowance, dearness allowance, residential allowance, transport facility, residential accommodation, medical reimbursement etc.
- (e) No TA/DA shall be admissible for interviewing/joining the assignment by the consultant of the hired firm or on its completion. However, they shall be entitled to claim TA/DA for their travel within the country in connection with official work.

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- (f) The consultant firm shall work any of the regional zone/offices of the Bureau and shall perform the functions assigned by the Competent Authority of NCB
- (g) If any declaration given or information furnished by the concerned firm proves to be false or if the candidate is found to have willfully suppressed any material information, the firm shall be liable for termination of the contract entered by the Bureau. In addition to any administrative and/or legal action as Govt. may deem fit.
- (h) it will be the responsibility of the consultancy firm to complete the work in a given time bound manner.

9 **Modality for Nomination:**

- (a) An advertisement for calling of nomination of eligible firms for empanelment will be published in two national leading news papers. The proposal for empanelment of these firms are also to be uploaded on GeM, CPP Portal and on this Bureau website
- (b) After receiving the empanelment proposals a pre-bid meeting shall be carried out to remove the doubts of the potential appointed firms. The date, time and place of Pre-bid Conference shall be communicated to the eligible consultant firms separately.
- (c) On the basis of pre-bid meeting with concurrence of the Competent Authority (Director General, NCB) the empanelment of the said firms shall be made for bringing out the entire Scope of Work, Eligibility Criterion including Technical and Commercial and the probable Financial Implication in a Financial year, shall be worked out and also, who fulfils all the criterion which is laid down for the purpose. The general reputation of the consultant firms will also be taken into account while carrying out the process of nomination of the firms.
- (d) There shall be a personal talk which is conducted by a committee to be constituted for the purpose to judge the suitability
- (e) A sample IT related problem shall be assigned to the eligible firms before their empanelment to judge their suitability for the job.
- (f) The engagement of consultant firm shall be made on full time basis and if subsequent extension(s) required, the same shall be considered depending upon the requirements, work performance and quality of output.
- (g) A mid-term review shall be conducted after expiry of **06 months** to assess the quality of work rendered as per terms of agreement. Based on the mid-term review the suitability of the candidate for further continuation of remaining period of contract shall be decided by DG, NCB.
- (h) The competent authority has reserved the right to accept or cancel the nomination of empanelment of any firm without assigning any reason



- (i) A Screening Committee headed by the Deputy Director General level officer, shall be constituted for short listing the applications for carrying out the empanelment process of the eligible firms.

10 **Other Formalities:**

The eligible empanelled firms will be required to enter into a contract which would, apart from other terms and conditions also include confidentiality clause as well as clause to protect disclosure/utilization of information/processes/ data etc collected/obtained during the engagement. The norms for secrecy will be as per Section 3& 4 of the Official Secret Act, 1923. A declaration of Fidelity & Secrecy has to be signed by the empanelled firm. Without prejudice and in addition to the legal remedies available to this Bureau, the breach of contract shall be considered a sufficient ground for termination of the contract

11 **Bid Security/Earnest Money Deposit (EMD) :**

The bidders are required to deposit Rs. 60,000 (Sixty Thousand Only) as Bid Security/EMD in the form of Demand Draft issued in favour of the DDO, NCB Hqrs payable at Punjab National Bank, Sewa Bhawan, R.K. Puram, New Delhi.

12 **BASE FOR ASSIGNMENT OF THE WORKS (AFTER NOMINATION) :**

- (i) After the completion of the empanelment process, a simple RFP shall be drawn up for engagement of experts on full time basis. In this connection, a reasonable period of 14 to 21 days shall be accorded to the empanelled firms to respond. The eligible nominated firms will be assigned work accordingly.

(ii) **Evaluation of the financial bids:**

A selection committee shall be constituted by the Bureau for evaluating the financial bids headed by the Deputy Director General Level officer. The selection criterion is the least cost based estimates ( L-1) furnished by the empanelled firms by following all the codal formalities under GFR 2017, Manual for procurement of hiring of consultants and guidelines issued by CVC from time to time. The quantum of the fees shall also be subject to the above along with the decision taken by DG, NCB with concurrence of IFA of Bureau.

(iii) **Issuing Offer letter with the approval of the Competent Authority:**

After selection of the suitable consultant firm an offer letter shall be issued by stating clearly the terms and conditions of engagement and for assigned job. The offer letter will be issued to the successful nominated firm by obtaining concurrence of DG, NCB along with IFA of Bureau. No consultant firm shall be allowed to join without first submitting an undertaking towards acceptance of the terms and conditions as mentioned in the offer letter.



(iv) **Settlement of Disputes:**

In case of any dispute, Director General, NCB will be the final authority, whose decision will be binding. Litigation, if any, will be restricted to the Hon'ble Court of appropriate Jurisdiction at Delhi.

(v) **Termination of Contract**

The contract can be terminated and the services of the hired firm may be discontinued at any time without assigning any reason, if the Competent Authority is satisfied regarding violation of any terms of this contract or incitement to crime or any malpractices/malafide intentions by the candidate during the tenure of contract. The fifteen days advance notice may be issued in cases when termination is due to violation of any terms of contract. However in case of breach of trust, the contract shall be terminated with immediate effect.

(vi) **Compensation for delay:**

The successful firm will provide compensation for any delay attributable to them. The Compensation shall be made to NCB/MHA, Government of India by the successful firm/expert @ 0.5% of the total project cost per week of delay subject to a maximum of 10% of total project cost.

(vii) **Performance Bank Guarantee:**

The successful bidder is required to submit a Performance Bank Guarantee equivalent to 3% of the value of the contract which is valid for 60 (Sixty) days beyond the date of completion of all contractual obligations of the supplier.

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### Application Form

1. Name of the Firm, Full Address, Contact no. and E.mail	
2. Registration No	
3. Constitution of the Firm	
4. PAN/TAN/GST No (Attach Supporting Documents)	
5. Date from which the firm is in Practice	
6. Total amount of professional receipts for the last three years 2020-21 2019-20 2018- 19 (Attach supporting documents)	
7. Taxable income for the last three years 2020-21 2019-20 2018-19 (Attach supporting documents)	
8. Profile of full time partners, if any (as per the enclosed format)	
9. Profile of part time partners, if any (as per the enclosed format)	
10. Details of the professionals ( Attach separate sheet indicating qualifications and experience)	
11. Details of the employees	
12. Details of the branches, if any with number of the branches and brief profile of each branch	
13. Details of the experience in the relevant field	
14. Details of the empanelment with other government agencies	
15. Client profile	

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### Undertaking

We, the following partners of ----- hereby jointly and severally verify and declare:

1. That the particulars given above are correct and further recognize that if any of the statements made therein or the information so furnished in the application form is not correct or false or suppression of material information will not only disqualify the firm from empanelment but also make us liable for disciplinary action under the Companies Act 2013 and regulations framed there under.
2. That individually, we are not engaged in practice otherwise or other activity which would be deemed to be in practice
3. That the firm or any partner of the firm in discharge of his/her work has neither been debarred nor been disqualified by any law or any Regulatory authority/Court.

Sr No	Name of the partner	Membership No	Signature
1			
2			
3			
4			
5			
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# NARCOTICS CONTROL BUREAU

## Declaration Of Fidelity And Secrecy

Date: \_\_\_\_\_

I/We, \_\_\_\_\_ do hereby declare that I/We will faithfully, truly and to the best of our skill and ability execute and perform the duties required of me as a Consultant to the Narcotics Control Bureau and which properly relate to the Office or position in the said Narcotics Control Bureau held by us.

I/We further declare that I/We will not communicate or allow to be communicated to any unauthorized person not legally entitled thereto any information relating to the affairs of the Narcotics Control Bureau, or to the affairs of any person having any dealing with the Narcotics Control Bureau nor will I/We allow any such person to inspect or have access to any books or documents/files belonging to or in the possession of the Narcotics Control Bureau and relating to the business of the Narcotics Control Bureau or to the business of any person having any dealing with the Narcotics Control Bureau.

Signature

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

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