

**Request for Proposal (RFP)**  
**FOR**  
**Services of a consultancy organisation**  
**For**  
**Evaluation of police stations to select and rank best**  
**Police Stations in the country**  
**Ministry of Home Affairs**  
**Police Modernisation Division**  
**Room no. 20A**  
**Jaisalmer House**  
**26, Man Singh Road, New Delhi -110011**  
**Telefax: 011-23384961**

**June 2021**



Includes the following documents:

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## Section 1 –TENDER NOTICE

Online Bids are invited for and on behalf of the President of India through two bid system (Technical and Financial) for selection of consultants on QCBS (Quality cum cost based selection) method for evaluation of police stations to select and rank best Police Stations in the country as per details given below: -

Tender Document will be available on <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> and <a href="http://www.mha.gov.in">www.mha.gov.in</a>	From 18.06.2021 at 05.00 PM
Doubts and queries regarding tender document should be Emailed to: <a href="mailto:ajit.kumar06@gov.in">ajit.kumar06@gov.in</a> by tenderers	From 18.06.2020 to 23.06.2021
Pre-bid conference will be held through Video Conferencing	On 25.06.2021 at 03.00 PM
Bid submission start date	On 05.07.2021 at 5.00 PM
Bid Submission End date	By 15.07.2021 by 5.00 PM
Bid Opening date	On 16.07.2021 at 5.00 PM
Offer validity of tender (180 Days from date of opening of Tender)	Up to: 12.01.2022
Cost of Tender Sets (Non-refundable)	NIL
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One lakh only)

Note: Above Notice/Tender documents are available on official website of Ministry of Home Affairs: <http://mha.gov.in> & Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>.



(AJIT KUMAR)  
DIRECTOR (PM-II), MHA  
Telefax: 011- 23384961

## DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Consultant, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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## Section 2

### Information to Consultants

#### Part I

#### Standard

##### 1. Definitions

- (a) "Employer" means police modernisation division, Ministry of Home affairs who have invited the bids for consultancy services and with which the selected Consultant/Bidder signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) "Consultant/Bidder" means any entity or joint venture (with maximum three partners) registered in India who have submitted their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the government of India
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (h) "Tender notice" (Section 1 of the RFP) means the Tender notice being published by the Employer on official website of Ministry of Home Affairs: <http://mha.gov.in> & Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app..>
- (i) "Personnel" means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof; "Foreign Personnel"

means such professionals and support staff who at the time of being so provided had their domicile outside the Government 's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.

- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (l) "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.
- (m) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

## **2. Introduction**

2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Part II Data Sheet.

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

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

2.4 The Consultants have to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for a signed contract with the selected consultant.

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

2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.

2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

### **3. Consultant's personnel**

3.1 The consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **4. Clarification and Amendment of RFP documents**

4.1 Consultants may request a clarification on any clause of the RFP documents up to then number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer 's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.



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

## **5. Conflict of interest**

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer 's interest paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

5.2.1 **Conflicting activities:** During the term of this contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant 's services for the preparation or implementation of the project.

5.2.2 **Conflicting Assignment/job;** The Consultant (including its Personnel) shall not engage, and shall cause 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.

5.2.3 **Conflicting relationships** A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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

5.2.5 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

## **6. Unfair advantage**

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## **7. Proposal**

7.1 The Consultant firms may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

7.2 A consultant firm on which liquidated damages have been imposed for the same assignment earlier as per relevant clause of the contract shall not be eligible to submit the proposal. If such firm submits or participates in the proposal in any form, such proposal shall be disqualified.

## **8. Proposal validity**

8.1 Bidders' bids must remain valid for 180 days after the last date of submission of 15.07.2021 (1700 Hrs). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial

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

## **9. Preparation of proposals**

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

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

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

9.3.1 The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

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

9.3.3 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-3. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the

Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from 9.3.4 to 9.3.9 using the attached Standard Forms (Section 3). Form 1 in Section-3 is a sample letter of technical proposal to be submitted.

9.3.4 A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner (maximum three), will be provided in Form 2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant 's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant 's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along-with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

9.3.5 Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job shall be considered on merit; however any requirement for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. will not be provided by the Employer as the rates so quoted should be all inclusive and the bidders should manage their administrative expenditure (Form 3 of Section 3).

9.3.6 A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form 4 of Section 3. The work plan should be consistent with the Work Schedule (Form 8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

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9.3.7 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form 5 of Section 3.

9.3.8 Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form 7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.

9.3.9 CVs' of the Professional staff as mentioned in para 9.3.1 above would be signed by the authorized representative of the Bidder (Form 5 of Section 3).

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

**9.5 Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including remuneration for staff indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity. Financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

9.6 Financial proposal should include bid for three years of contract for each year separately in forms attached as a, b and c for each year respectively. The total cost of three years will be considered for evaluation as per method laid in the RFP.

## **10. Taxes**

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes on amounts payable by the Employer under the Contract. All such taxes must be included in the rates quoted by the consultant in the financial proposal and it will be responsibility of the consultant to pay all the taxes, fees, duties, levies etc. whichever is applicable to them and prevailing at that time. Any saving arising due to change in tax regime will be right of employer and duly justified additional costs due to change in tax regime will be accepted.

## 11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees.

## 12. Earnest money deposit

### 12.1 Earnest Money Deposit

(a) An EMD of Rs 1,00,000/- (Rs. One lakh only), as a token amount, in the form of Demand Draft/Banker's Cheque or Fixed Deposit Receipt or Bank Guarantee acceptable to the Authority, as per format at Appendix-I, from any of the **Scheduled Banks only drawn in favor of Authority "PAO, Ministry of Home affairs" and payable at New Delhi, must be separately submitted to Director (PM-II) Room No. 20A, Jaisalmer House 26, Man Singh Road, New Delhi on or before last date of bid submission i.e., 15.07.2021 (1700 Hrs)** without which the proposals shall be rejected as nonresponsive. The validity period of such a **Demand Draft/Banker's Cheque or Fixed Deposit Receipt, or Bank Guarantee** shall not be less than 90 (ninety) days from the last date of submission of bid. **The scanned copy of EMD should also be uploaded with other documents on CPP portal.**

For MSME/Startups registered as per relevant rules are exempted subject to submission of valid certificate as prescribed by Government of India.

These firms have to submit Bid Security Declaration in lieu of EMDs as per Rule 170(iii) of GFRs, 2017. A pro forma of Bid Security Declaration is at Appendix-J.

- (b) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- (c) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful consultant.
- (d) In the case of the Selected Consultant, EMD shall be retained till it has provided a performance Security under the Contract.
- (e) The Selected Consultant's EMD will be returned, without any interest, upon the selected consultant signing the Contract and furnishing the Performance Security of 10% of the value of the contract in accordance with the provisions

there of. EMD will not be adjusted against the amount of Performance security to be furnished under the contract.

12.2 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or under the Contract, or otherwise, under the following conditions:

12.2.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive/collusive practice, undesirable practice or restrictive practice as specified in Clause 1.10 (Section-6 Part-II) of the General Conditions (GC) of Contract;

12.2.2 If a Bidder withdraws its bids during the period of Bid validity as specified in this RFP;

12.2.3 In the case of Selected Consultant, if it fails within the specified time limit

- (a) To sign and return the duplicate copy of LOI;
- (b) To sign the Contract; or
- (c) To furnish the Performance Security within the period prescribed thereof in the Contract; or
- (d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### **13. Submission, Receipt and opening of proposal.**

13.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signs the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of form 1 of Section 3, and form 11 of Section 4.

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

13.3 The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on CPP portal website i.e.

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<http://eprocure.gov.in/cppp>. Applicants should furnish/upload scanned copies of all documents preferably in "pdf" Format. The financial bids are to be uploaded only in the prescribed formats and **bid of any firm which discloses any pricing information in technical bid stage will be summarily rejected.**

13.4 The technical bids will be opened 16.07.2021 at 1700 Hrs.

#### **14. Proposal evaluation**

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

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

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

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

#### **14.5 Opening & evaluation of the Financial Proposals:**

14.5 Financial proposals of only those firms who are technically qualified shall be opened in the presence of the Consultants' representatives who choose to attend.



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

14.7 After opening of financial proposals, the Quality cum cost based selection (QCBS) would be adopted. The total of financial proposal for three years will be considered for evaluation. There would be 25% weightage for Technical score in the final evaluation and 75% for the financial proposal. The organisation with combined highest total will be selected for assignment.

## **15. Award of contract**

15.1 After selection, the Employer shall issue a Letter of Intent (LOI) to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken. The LOI shall be issued, in duplicate, by the Authority to the Selected Consultant and the Selected Consultant shall, within 3 (three) days of the receipt of the Letter of Intent, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Consultant is not received back by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof on request of such consultant within the aforesaid stipulated time, appropriate the EMD of such Bidder as Damages on account of failure of the Selected Consultant to acknowledge the LOI.

15.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 5 days of issuance of the letter of intent.

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

15.4 The period of contract may be extended for three years for similar exercise each year with similar time lines and assignment subject to satisfaction of employer. The performance of consultant on adhering with timelines and quality of final report and other relevant factors felt appropriate by employer for the first year will be the basis of such extension. In case of such extension a fresh contract for next two years will be signed between employer and consultant.

## **16. Confidentiality**

16.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption.

## **17. Eligibility for participating in bidding procedure**

(i) The consultant should be a company/joint venture (with maximum three partners)/including Limited Liability Partnerships (LLP) registered in India and should have been in operation in India for at least last three years after registration.

For MSME/Startups registered as per relevant rules are exempted subject to submission of valid certificate as prescribed by Government of India.

(ii) Total Annual turnover of the firm for the last three financial years should be greater than or equal to Rs 50 crores.

For MSME/Startups registered as per relevant rules are exempted subject to submission of valid certificate as prescribed by Government of India.

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# INFORMATION TO CONSULTANT

## DATA SHEET

Part-II

1. Name of the Employer: Police Modernisation Division, Ministry of Home Affairs, Government of India
2. Name of the Assignment/job is: Evaluation of police stations to select and rank best Police Stations in the country
3. A pre-bid meeting will be held: Yes, through Video Conferencing on 20.07.2020 at 03.00 PM.

4. Date & time for submission of proposal/ bid:

RFP Start date	05.07.2021
RFP END date	15.07.2021
Time	05:00 PM

5. The Employer 's representative is: Director (PM-II), PM Division, MHA
6. The Employer will provide the following inputs and facilities:

The "Employer" shall share the requisite information/data/documents pertaining to assignment available with the Department, Government of India with the "Bidder(s)" for the purpose of conducting the Evaluation Study:

7. Proposals must remain valid for 180 days after the last date of submission of proposal i.e. 15.07.2021 by 17:00 hrs.
8. Clarifications may be, if required, sought/ requested not later than the day of Pre-bid meeting or else through email at [ajit.kumar06@gov.in](mailto:ajit.kumar06@gov.in) followed by written communication at least 1 day prior to the Pre-bid meeting.
9. The estimated number of professional staff-months required for the Assignment/job is: [Indicate the requirement/expertise for each key professional for example financial analyst, planner and other experts]

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10. The formats of the Technical Proposal to be submitted are:  
 Form 1: Letter of Proposal/bid submission  
 Form 2: Consultant 's organization & experience  
 Form 3: Comments & suggestions on TOR  
 Form 4: Approach & methodology  
 Form 5: Team composition  
 Form 6: Curriculum vitae  
 Form 7: Staffing Schedule  
 Form 8: Work Schedule  
 Form 9: Comment / modification suggested on draft contract.  
 Form 10: Information regarding any conflicting activities and declaration thereof.
11. Consultant to state the cost in Indian Rupees: Yes
12. Time Schedule of Process of Proposals

The Ministry/Department shall adhere to the following schedule:

S. No.	Event Description	Date
1	Date of issue of RFP	18.06.2021 at 05.00 PM
2	Pre-bid Meeting	25.06.2021 at 03.00 PM through Video Conferencing
3	Bid submission start date	05.07.2021 at 05.00 PM
4	Last Date of submission of RFP	15.07.2021 at 05.00 PM
5	Date of opening of Technical Bids	16.07.2021 at 05.00 PM

The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on CPP portal website i.e. <http://eprocure.gov.in/cppp>. Applicants should furnish/upload scanned copies of all documents preferably in "pdf" Format.

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13. **Evaluation Criteria:** The procedure for detailed evaluation of technical qualifications Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:

### Classification of Weightage for conducting Evaluation Study

Particulars	Weight
<b>1. Overall Experience of Firm</b>	<b>20</b>
a. Number of impact assessment/evaluation studies related to similar Project/Programme on ranking of institutions or otherwise done at pan India level.	<b>10</b>
- In private sector (two or more)	02
- Government/State government including PSU (two or more)	04
- Multilateral agencies. (two or more)	02
- experience of working in north east part and other remote areas of India	02
b. Project/Programme related to impact assessment, evaluation of crimes against society/citizens and specially against women, poor and socially backward sections or related to policing in India.	<b>06</b>
- Private Sector (two or more)	01
- Government including PSU (two or more)	02
- Multilateral agencies (two or more).	01
- in north east part and other remote areas of India	02
c. Experience of working in projects related to assessment of crimes, policing in India or similar projects of assessment and evaluation on ranking of institutions for States/ national level/ with minimum five projects. (up to 6 years—2; 7 to 9 years—3, and 10 & above—4)	<b>04</b>
<b>2. Approach and Methodology</b>	<b>40</b>
Detailed approach and methodology including usage of ICT tools specifying the design of evaluation study,	<b>10</b>
Details of sampling process	<b>10</b>
Work Plan and Staffing Schedule	<b>10</b>
Work plan schedule for preparation of various Questionnaires & schedules (less than 10 days)	2
Time schedule for collecting data (less than 30 days)	2
Time schedule for data tabulation, compilation and summary (less than 10 days)	3
Time schedule for Report preparation (less than 5 days)	3
Mode & tools of analysis of Desk study data	<b>05</b>
Mode & tools of analysis of Field study data	<b>05</b>
<b>3. CVs of Key Staff</b>	<b>30</b>
Chief/Principal Consultant	<b>20</b>
a. Years of relevant experience (10 or more)	10
b. Professional education ( PhD in sociology/criminology/Law or relevant discipline)	05
or A person having working experience in criminal justice system in a senior position for a minimum period of 5 years	

c. Years with the firm (more than 3 years)	05
Team Members ( average score will be counted with minimum 7 marks per person without compromising on educational qualification )	10
d. Years of relevant experience (5 or more)	5
e. Professional education (Masters degree)	3
f. Years with the firm (more than 2 year)	2
<b>4. Track Record of previous projects</b>	<b>10</b>
No. of relevant projects done (minimum 10)	2
No. of projects completed on time (all)	8
The marks will be decided by proportionately.	

14. Each proposal should furnish supporting documents for all the above criteria in the format below:

Particulars	Number relevant	(if	List of Supporting Documents	Reference Page No.
<b>1. Overall Experience of Firm</b>				
a. Number of assessment/evaluation studies related to similar Project/Programme on ranking of institutions or otherwise done at pan India level. - In private sector (two or more) - Government/State government including PSU (two or more) - Multilateral agencies. (two or more) - experience of working in north east part and other remote areas of India				
b. Project/Programme related to assessment of crimes against society/citizens and specially against women, poor and socially backward sections or related to policing in India. - Private Sector (two or more) - Government including PSU (two or more) - Multilateral agencies (two or more). - in north east part and other remote areas of India				
c. Experience of working in projects related to assessment of crimes, policing in India or similar projects of assessment and evaluation on ranking of institutions for States/ national level/ specially in north eastern part and other remote areas of India (up to 6 years—2; 7 to 9 years—3, and 10 & above—4)				
<b>2. Approach and Methodology</b>				
Detailed approach and methodology including usage of ICT tools specifying the design of evaluation study,				
Details of sampling process				
Work Plan and Staffing Schedule Work plan schedule for preparation of various Questionnaires & schedules Time schedule for collecting data Time schedule for data tabulation, compilation and summary Time schedule for Report preparation				
Mode & tools of analysis of Desk study data				
Mode & tools of analysis of Field study data				

3. CVs of Key Staff			
Chief/Principal Consultant			
a. Years of relevant experience			
b. Professional education			
c. Years with the firm			
Team Members			
d. Years of relevant experience			
e. Professional education			
f. Years with the firm			
4. Track Record of previous projects			
No. of relevant projects done			
No. of projects completed on time			

15. Each responsive technical proposal will be assigned a technical score point as mentioned in the above evaluation criteria. **Minimum technical score which the bidder is required to obtain for making the bidder eligible for opening of Financial proposal and evaluation will be 60 points.**
16. Quality and competence of the bidder in executing the assignment shall be considered as the paramount requirement. The selection of consultant will be done on QCBS method with 25% weightage to technical proposal and 75% weightage to financial proposal.
17. Financial proposal of those bidders who have secured minimum that is 60% and more in the technical evaluation, the completeness of the Financial proposal in terms of computational errors along with the details shall be examined before analysing the entire Financial of every technically qualified Bidder.
18. In deciding the final selection of the consultant, the proposals first will be ranked in terms of evaluated marks attained in technical proposal. financial proposal of qualified consultant(s) in technical proposal will be opened marks will be accorded as per the QCBS method with 25% weightage to technical and 75% weightage to financial proposal. The organisation with combined highest total marks will be considered for award of contract.
19. Location for Assignment/Job: Headquarters of Consultant i.e. address specified in letter of proposal submission as in Form 1. The assignment/job would entail visit to selected places of all States/UTs as decided by the Authority after Award of work.

*JM*

20. **The consultant will submit the final report within 75 days** of the date of signing of agreement, after considering the comments of the Ministry on the draft report. The bidders will indicate their own estimate of number of professional staff-months and break-up among the team-members based on the Terms of Reference (TOR) and time period of Assignment which is for duration of 75 days from the date of signing of contract. The relevant Technical Forms is to be filled up accordingly. The consultant will submit 100 copies each in English and Hindi of the final report.

22/



**Section 3**

**Technical Proposal – Standard form**

**FORM 1**

**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our online Proposal, which includes this Technical Proposal, and a Financial Proposal. requisite EMD is send in a separate envelope.

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

Our proposal is binding upon us and we understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



## FORM 2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

#### A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

#### B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm 's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

## FORM 3

### COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTER PART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

#### A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

#### B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants.]

*See*

## FORM 4

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 8.
- c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

**FORM 5**

**TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

Professional Staff

Sl. No.	Name of Staff	Qualifications	Experience in the field of relevant assignments i.e. evaluation of institutions, policing, crime of pan India status (in years)	Position / Task assigned for this job

*For*

## FORM 6

### CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:  
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:  
[Insert name of firm proposing the staff]:
3. Name of Staff:  
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:  
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Experience in the field of relevant assignments i.e. evaluation of institutions, policing, crime of pan India status:
10. 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:



11. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

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

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

13. 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.

Date:

[Signature of staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

*[Handwritten signature]*

# FORM 7

## STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total weeks
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

### Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

*Handwritten signature/initials*



# FORM 8

## WORK SCHEDULE

S.No.	Activity	weeks											
		1	2	3	4	5	6	7	8	9	10	11	12

1.

2.

3.

4.

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.



## FORM 9

### COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

*Ru*

# FORM 10

## INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

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

If no, please certify,

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



## Section 4

### Financial Proposal - Standard Forms

#### FORM 11(a,b,c)

##### FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of the all applicable taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Note: Amounts must coincide with the ones indicated under Total Cost of Financial bid in form 12.

## FORM 12(a,b,c)

### SUMMARY OF COSTS

S.No.	Particulars	Amount in Rupees *	Amount in words
1	Remuneration		
2	Miscellaneous expenses		
3	Service Tax / Any other tax		
4	Total		

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

*Handwritten signature*

## FORM 13(a,b,c)

### BREAKDOWN OF REMUNERATION

(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates (A)		Proposed Man Months (B)	Total Amount in Rupees.* (A)*(B)
1	Key professionals *1					
2.	Support Staff *2					
	Total					

\*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

\*1 Key Professionals are to be indicated by name

\*2 Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration = \_\_\_\_\_ Amount in Rupees

(Amount in Words) :

*Handwritten signature/initials*

Note:

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form 14.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form 5 & 7.
- 3 Indicate separately staff-month rate for each activity separately.

*For*

## FORM 14(a,b,c)

### Miscellaneous Expenses

(It will include only such expenses which are directly chargeable to the assignment/job)

S. No	Particulars	Unit Rate	Quantity (staff months)/number	Amount
1	Secretarial staff			
2	Office equipment			
3	Preparation of reports deliverables.			
	Total			

*2/11*



## Section 5

### Terms of Reference

#### 1. Introduction

The Police Modernization Division, Ministry of Home Affairs, invites request for proposals from interested firms for conducting a country wide evaluation study of Police Stations in India to objectively rank Police Stations and assist in selection of the best police stations in the country.

#### 2. Necessity

2.1 Modern Police organizations across the world use metrics and continuous improvement frameworks to measure and improve the performance of the forces operations and effectiveness. This exercise to reward the best performing police stations is undertaken annually by the MHA in the spirit of institutionalizing continuous improvement amongst the Police & to foster healthy competition.

2.2 The police station is the foundation of the police organizational structure. It is not only the cornerstone of the policy execution but very often the place where most citizens come in contact with the police. Hence, it becomes extremely important to ensure that it is an inviting public space, it functions effectively for its purpose and it inhabitants and it suitably evolves with the times.

#### 3. Scope of Work

3.1 As per the 2020 report published by BPR&D, there are 16,955 sanctioned police stations including Railway Police Stations in the Country, of which 9,705 are located in rural areas and 4,725 are located in urban areas. These shall comprise the geographic scope of the evaluation study. Many Police Stations in each State/UT are special purpose e.g. Women Police Stations, Cyber Cells, Crime against weaker sections. They shall also be evaluated on the same parameters. It is recommended that the firms go through the BPR&D publication "Data On Police Organizations – 2020" for State-wise distribution of Police Stations and other data required to plan a comprehensive evaluation approach.

3.2 The evaluation shall be a two stage process. First shall be on objective shortlisting using the crime data available with National Crime Record Bureau (NCRB) for all Police Stations. All Police Stations will be ranked State-wise based on their performance on the following: -

- i. Crimes against Women
- ii. Crimes against SC/ST
- iii. Property Offences
- iv. Missing persons, Unidentified found persons (UIFP) and unidentified dead bodies (UIDB) along with photographs uploaded in CCTNS.

The next stage (Selection stage) would be detailed evaluation of these selected Police Stations based on evaluation across all the dimensions listed above. The selected firm shall be expected to use various data collection modes for establishing adequate evidence and basis for the said evaluation. Physical visits to each one of the shortlisted Police Stations are mandatorily expected in all States/UTs of the country as per the sample size indicated below:

Coverage	No. of Sites (Police Stations)
States with more than 750 Police Stations	3
States and NCT Delhi with less than 750 Police Stations	2
Union Territories	1

The second stage is divided into two parts. The first carries a weightage of 80% and is based on the performance of the Police Station on the following indicators. The number of police stations for evaluation may be around a range of 75 to 100 police stations. Last time the evaluation was done for 79 police stations.

Part A-

1. Crime prevention and proactive measures
2. Action against anti-social elements
3. Disposal of cases
4. Detection work
5. Record keeping
6. Community policing
7. Maintenance of Public Order
8. Information regarding missing persons

A sample is at **Annexure-I**.

Part B-The second part would be an assessment of the-

- a) Infrastructure of the Police Station & approachability of the personnel
  - b) Citizen's Feedback
- a) Infrastructure of the Police Station & approachability of the personnel  
To ensure a thorough evaluation, the Police Stations would be assessed on the following parameters: -
    1. Infrastructure of the Police Station Building
    2. Discipline & Approachability of the personnel
    3. Storage of Records (both Manual & On-line Records)
    4. Infrastructure of Mess & Barracks
 A sample survey form is enclosed at **Annexure-II**.

b) Citizen's Feedback-

The citizen feedback is divided into three categories-

- i. People leaving the Police Station (Complainants)
- ii. Pedestrians (Pedestrians in a residential area)
- iii. Feedback from Shopkeepers in a market

The following weightage shall be assigned to rank the top ten Police Stations of the country-

- i. Part A – Performance Metrics – 80%
- ii. Part B – Infrastructure and Citizen Feedback – 20% (further divided into direct observation and citizen feedback)

3.3 The outcome of this study, apart from identification of the best Police Stations for the awards, shall be a comprehensive report detailing the methodology followed, the findings and the insights. The report should be useful for various police forces to guide them to the priority areas to achieve modern, well organized and efficient Police Stations as also the best practices that the better performing States/UTs or Police Stations have followed and can be replicated.

#### **Deliverables and schedules**

The bidders are expected to deliver the following: -

**Report:** The report should objectively evaluate all the Police stations of the country in the manner detailed above. In addition, it should be a comprehensive document outlining the methodology, the assumptions made, the findings and insights and the best practices which could be emulated. The report is expected to be attractively designed and include photographs, diagrams and graphs. It shall be unveiled by the Union Home Minister.

**All related documents:** These would include survey forms and other documentary evidence.

#### **Timelines**

4.1 The evaluation shall be conducted in two separate stages. First shall be on objective shortlisting using the crime data available with National Crime Record Bureau (NCRB) for all Police Stations. All Police Stations will be ranked State-wise based on their performance emerging from the crime data on Crimes against Women, Crimes against SC/ST, Property Offences and Missing persons, Unidentified found persons (UIFP) and unidentified dead bodies (UIDB) along with photographs uploaded in CCTNS.

4.2 The next stage would be detailed evaluation of these selected Police Stations based on evaluation across all the dimensions listed. The selected firm shall be expected to use various data collection modes for establishing adequate evidence

and basis for the said evaluation. Innovative use of Technology shall be appreciated. Time stamped and Geo-tagged photographic evidence shall be essential. Multiple levels of quality checks would be required. Physical visits to each one of the shortlisted Police Stations are mandatorily expected in all States/UTs of the country. The following timelines for the evaluation shall be adhered to:

Activity	Duration (from the date of Award of Contract)
Submission of shortlisted Police Stations based on the data available with NCRB	T + 15 Days
Initiation of Second Stage (physical survey)	T + 16 Days
Completion of physical survey of 50% Police stations	T+ 40 days
Completion of physical survey of 100% Police station	T+ 60days
Submission of draft report	T+65 days
Submission of Final Report	T+ 75 days

4.3 The consultant should intimate employer about completion of every activity given above along with supporting documents. The consultant should also submit weekly progress reports of the evaluation exercise to employer. It may be advisable for the consultant to deploy adequate number of data collectors in the field in order to meet the timelines.

4.4 The consultant shall conduct training of surveyors and a pilot survey. It shall be intimated to employer in weekly progress reports.

4.5 Not adhering to the above timelines will invite penalty as mentioned in RFP.

4.6 There will be consultancy monitoring committee (CMC) which will monitor work of consultant for employer. The committee will be appointed by employer.

4.7 The TOR may be suitably modified as mutually agreed by employer and consultant for assignment of next two years, in case of extension of contract as mentioned at para 15.4 of the RFP.

## Annexure-I

General Instructions	
1	Time period is from 1st January 2020 to 31st December 2020.
2	All the required data has to be filled in the blank box under the columns "Number of Cases" in accordance with the instructions given under "Notes" column for subsequent section.
3	If there are No cases which are registered against any parameter, then please mention "NIL" in the blank box under the column "Number of Cases"
4	Any data which is not filled in the requested format will be rejected.
5	Any false entry would be penalised.
6	Please update the data on CCTNS portal as all the data would be verified from the portal.
7	Boxes marked in Grey are not to be filled.

*Handwritten signature/initials*

Notes - (Data of the Cases required for the period of 1st Jan 2019 - 31st Dec 2019 and 1st Jan 2020 - 31st Dec 2020)

S.No.	SUB HEAD (As per Rajasthan Police Law)	SIMILAR ACTS	DESCRIPTION :- QUANTITY / NUMBERS	Box No.	Number of Cases		Notes (Instructions are for Column (i) for the time period 1st Jan 2019 - 31st Dec 2019. Similar instructions are to be followed for Column (ii) for the time period 1st Jan 2020 - 31st Dec 2020)	
					(1st Jan 2019 - 31st Dec 2019)	(1st Jan 2020 - 31st Dec 2020)		
1	(i) R.P.G.O.	Public Gambling Ordinance 1949 (National Act), The Bombay Prevention of Gambling Act, 1887, The Meghalaya Prevention of Gambling Act, 1970, The Goa, Daman and Diu Public Gambling Act, 1976, The Tamil Nadu Gaming Act, 1930, The Delhi Public Gambling Act 1955, The Assam Game and Betting Act 1970	13 R.P.G.O - Seizure below Rs.1,000/-	1.A	1.A (i)	1.A (ii)	For example: If the total no. of cases are 100 for the seizure under R.P.G.O between 1st Jan 2019 - 31st Dec 2019, out of which: - In 40 cases the seizure is below Rs 1,000 - 35 cases for seizure in the range of Rs. 1,000 upto Rs 5,000 - 25 cases for seizure above Rs 5,000 Then, the value in box 1.A (i) would be 40, for 1.B (i) would be 35, 1.C (i) as 25 respectively.	
			More than Rs.1,000-upto Rs.5000/-	1.B	1.B (i)	1.B (ii)		
			Seizure above Rs.5,000/-	1.C	1.C (i)	1.C (ii)		
			3/4 R.P.G.O- (Gambling House) raid	1.D	1.D (i)	1.D (ii)		For example: If total no. of cases of (Gambling house) raid is 40, then the value of box 1.D (i) would be 40
			16/54 R.E.Act - up to 20 ltrs	1.E	1.E (i)	1.E (ii)		
			16/54 R.E.Act - 20-100 ltrs	1.F	1.F (i)	1.F (ii)		For example: If the total no. of cases are 100 for the seizure under EXCISE ACT (R.E Act 16/54 and 19/54) between 1st Jan 2019 - 31st Dec 2019, out of which: - In 20 cases, the seizure is below 20 Ltrs - 10 cases for seizure in the range of 20 Ltrs to 100 Ltrs - 5 cases for seizure above 100 Ltrs - 15 cases for seizure is upto 20 cartons (180 Ltrs) - 7 cases for seizure is in the range of 20-100 Cartons (180 - 900 ltrs) - 13 cases for seizure is in the range of 100-500 Cartons (900 - 4500 ltrs) - And 30 cases for seizure more than 500 Cartons (4500 ltrs)
			16/54 R.E.Act - More than 100 ltrs	1.G	1.G (i)	1.G (ii)		
			19/54 R.E.Act - up to 20 Cartons (180-900 ltrs)	1.H	1.H (i)	1.H (ii)		
			19/54 R.E.Act - 100-500 Cartons (180-900 ltrs)	1.I	1.I (i)	1.I (ii)		
			19/54 R.E.Act - More than 500 Cartons (4500ltrs)	1.J	1.J (i)	1.J (ii)		
19/54 R.E.Act - More than 500 Cartons (4500ltrs)	1.K	1.K (i)	1.K (ii)					
GANJA - up to 1 Kg	1.L	1.L (i)	1.L (ii)					
More than 1 - up to 5 kgs	1.M	1.M (i)	1.M (ii)					
(ii) EXCISE ACT (no case count if accused is not arrested)	Central Excise Act 1944 (National Act), Punjab Excise Act 1914, The Andhra Pradesh Excise Act 1968, The Delhi Excise Act 2009	National Act					Then, the values in box 1.E (i) would be 20; 1.F (i) as 10; 1.G (i) as 5; 1.H (i) as 15; 1.I (i) as 7; 1.J (i) as 13 and 1.K (i) as 30 respectively. Note : No case will be counted if accused is not arrested	
(iii) N.D.P.S. ACT (no case count if								

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accused is not arrested)			1.N	4	1.N (ii)	5Kg - 10 cases for seizure more than 5 Kg but less than 10Kg - 40 cases for seizure more than 10Kg Then, the value in box 1.L (i) would be 30, for 1.M (i) would be 20, 1.N (i) as 10 and 1.O (i) as 40 respectively. Note : No case will be counted if accused is not arrested	
			1.O	1.O (i)	1.O (ii)		
			CHARAS - up to 1 kg	1.P	1.P (i)	1.P (ii)	For example: If the total no. of cases are 100 for CHARAS seizure under N.D.P.S Act between 1st Jan 2019 - 31st Dec 2019, out of which: - In 60 cases the seizure is upto 1Kg - And 40 cases for seizure more than 1Kg
			Above 1 kg	1.Q	1.Q (i)	1.Q (ii)	Then, the value in box 1.P (i) would be 60 and 1.Q (i) as 40 respectively. Note : No case will be counted if accused is not arrested
			OPIUM- up to 1 kg	1.R	1.R (i)	1.R (ii)	For example: If the total no. of cases are 100 for OPIUM seizure under N.D.P.S Act between 1st Jan 2019 - 31st Dec 2019, out of which: - In 30 cases the seizure is upto 1Kg - 20 cases where the seizure is more than 1Kg but less than 5Kgs - And 50 cases for seizure more than 5Kg.
			More than 1 - up to 5 kgs	1.S	1.S (i)	1.S (ii)	Then, the value in box 1.R (i) would be 30, 1.S (i) as 20 and 1.T (i) as 50 respectively. Note : no case will be counted if accused is not arrested
			More than 5 kgs	1.T	1.T (i)	1.T (ii)	
			SMACK / BROWN SUGAR/ HEROINE - up to 100 gm	1.U	1.U (i)	1.U (ii)	For example: If the total no. of cases are 100 for SMACK / BROWN SUGAR/ HEROINE seizure under N.D.P.S Act between 1st Jan 2019 - 31st Dec 2019, out of which: - In 30 cases where the seizure is more than 100g but less than 500g - 20 cases where the seizure is more than 500g but less than 1Kg - And 30 cases for seizure more than 1Kg
			More than 100 - up to 500 gm	1.V	1.V (i)	1.V (ii)	
			More than 500 - up to 1 kg	1.W	1.W (i)	1.W (ii)	Then, the value in box 1.U (i) would be 30, for 1.V (i) as 20, 1.W (i) as 10 and 1.X (i) as 30 respectively.
			More than 1 kg	1.X	1.X (i)	1.X (ii)	Note : No case will be counted if accused is not arrested
			POPPY STRAW - up to 100 kgs	1.Y	1.Y (i)	1.Y (ii)	For example: If the total no. of cases are 100 for POPPY STRAW seizure under N.D.P.S Act between 1st Jan 2019 - 31st Dec 2019, out of which: - In 30 cases the seizure is upto 100Kg - 20 cases where the seizure is more than 100Kg but less than 500Kg - And 50 cases for seizure more than 500Kg
			More than 100kgs - up to 500 kgs	1.Z	1.Z (i)	1.Z (ii)	
			More than 500 kgs	1.AA	1.AA (i)	1.AA (ii)	Then, the value in box 1.Y (i) would be 30, for 1.Z (i) as 20 and 1.AA (i) as 50 respectively. Note : No case will be counted if accused is not arrested

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(iv) ARMS ACT (no case count if accused is not arrested)	National Act	DRUGS (CHEMICAL) - Per case	1.AB	1.AB (i)	1.AB (ii)	For Example : If total 2 cases where accused was arrested with DRUG (CHEMICAL) between 1st Jan 2019 - 31st Dec 2019, then value in box 1.AB (i) would be 2. Note : No case will be counted if accused is not arrested
		4/25 Arms Act - Per case	1.AC	1.AC (i)	1.AC (ii)	For Example : If total 26 cases where accused was arrested in 4/25 Arms Act between 1st Jan 2019 - 31st Dec 2019, then value in box 1.AC (i) would be 26. Note : No case will be counted if accused is not arrested
		3/25 Arm- Act - Per case	1.AD	1.AD (i)	1.AD (ii)	For Example: If total 10 cases where accused was arrested in 3/25 Arms Act between 1st Jan 2019 - 31st Dec 2019, then value in box 1.AD (i) would be 10. Note : No case will be counted if accused is not arrested
(v) EXPLOSIVE ACT		Upto 5 kg	1.AE	1.AE (i)	1.AE (ii)	For example: If the total no. of cases are 100 as seizure under EXPLOSIVE ACT between 1st Jan 2019 - 31st Dec 2019, out of which: - In 20 cases the seizure is upto 5g. - And 80 cases for seizure more than 5kg. Then, the value in box 1.AE (i) would be 20 and for 1.AE (i) as 80 respectively.
		Above 5 kg	1.AF	1.AF (i)	1.AF (ii)	For example: If the total no. of cases are 100 reported as under OTHER ACTS (Other than SC/ST (POA) Act, POCSO, Dowry (P) Act, Domestic Violence Act, Electricity Act, etc.) between 1st Jan 2019 - 31st Dec 2019, out of which: - 40 cases where accused have been sentenced below 3 years - And 60 cases where accused have been sentenced above 3 years
		Case in which sentence is : Below 3 years	1.AG	1.AG (i)	1.AG (ii)	Then, the value in box 1.AG (i) would be 40 and for 1.AH (i) as 60 respectively.
(vi) OTHER ACTS (Other than SC/ST (POA) Act, POCSO Act, Dowry (P) Act, Domestic Violence Act, Electricity Act, etc.)		Case in which sentence is : Above 3 years	1.AH	1.AH (i)	1.AH (ii)	
		For each Case	2.A	2.A (i)	2.A (ii)	For Example: If the no. of cases reported under 110 CR.P.C. between 1st Jan 2019 - 31st Dec 2019 is 6, then value in box 2.A (i) would be 6
		For each Case	2.B	2.B (i)	2.B (ii)	For Example: If the no. of cases in 122 CR.P.C. between 1st Jan 2019 - 31st Dec 2019 is 10, then value in box 2.B (i) is 10
122 Cr.P.C.		For each individual	2.C	2.C (i)	2.C (ii)	For Example: If the No. of individuals accused in 151 CR.P.C. between 1st Jan 2019 - 31st Dec 2019 are 5, then value in box 2.C (i) is 5. Note: Please mention the number of persons / Individuals NOT the number of cases
151 Cr.P.C.		For each individual detained	2.D	2.D (i)	2.D (ii)	For Example: If the No. of individuals detained in NSAI/PASA between 1st Jan 2019 - 31st Dec 2019 are 15, then value in box 2.D (i) is 15. Note: Please mention the number of persons / Individuals NOT the number of cases
NSAI/PASA	National Security Act 1980 / Prevention of Anti-Social Activities Act 1985 (National Acts)	For each individual against whom complaint has been submitted	2.E	2.E (i)	2.E (ii)	For Example: If the No. of individuals against whom complaint has been submitted in Goonda ACT between 1st Jan 2019 - 31st Dec 2019 are 20, then value in box 2.E (i) is 20. Note: Please mention the number of persons / Individuals NOT the number of cases
Goonda Act						



3	<p>MV ACT (Per Istgasau/s 185 MV ACT)</p> <p>60 Police Act</p> <p>STANDING WARRANTS</p>	<p>Section 185- Drunk Driving, Istgasau means either/or</p> <p>The Police Act 1861, Offences on the roads (Section 34)</p>	<p>Total challans issued</p> <p>Total Istgasau</p> <p>Per standing warrant execution</p> <p>Per standing warrant execution if the person arrested is wanted in another PS</p>	<p>2.F</p> <p>2.G</p> <p>3.A</p> <p>3.B</p>	<p>2.F (i)</p> <p>2.G (i)</p> <p>3.A (i)</p> <p>3.B (i)</p>	<p>2.F (ii)</p> <p>2.G (ii)</p> <p>3.A (ii)</p> <p>3.B (ii)</p>	<p>For example : If total number of challans issued under MV Act between 1st Jan 2019 - 31st Dec 2019 were 120 then value in box 2.F (i) will be 120</p> <p>For example : If total number of cases reported under 60 Police Act between 1st Jan 2019 - 31st Dec 2019 were 70 then value in box 2.G (i) will be 70</p> <p>For Example: If the total number of standing warrants executed between 1st Jan 2019 - 31st Dec 2019 is 15, then value in box 3.A (i) is 15 and if out of these, 2 are wanted in another police station, then value in box 3.B (i) is 2 Note : mention the number of STANDING warrants EXECUTED.</p>
4	<p>ARREST WARRANTS</p> <p>PROCLAIMED OFFENDERS</p>	<p>Arrest of each P.O.</p> <p>Arrest of each P.O. if the person arrested is wanted in another PS</p>	<p>Per arrest warrant execution</p> <p>Per standing warrant execution if the person arrested is wanted in another PS</p>	<p>3.C</p> <p>3.D</p>	<p>3.C (i)</p> <p>3.D (i)</p>	<p>3.C (ii)</p> <p>3.D (ii)</p>	<p>For Example: If there are total No. of arrest warrants executed between 1st Jan 2019 - 31st Dec 2019 is 25, then value in box 3.C (i) is 25 and if out of these, 5 are wanted in another police station, then value in box 3.D (i) is 5 Note : mention the number of ARREST warrants EXECUTED.</p>
4	<p>173(8) Cr.P.C.</p>	<p>Disposal of each case</p> <p>Addition of new case</p>	<p>Arrest of each P.O.</p> <p>Arrest of each P.O. if the person arrested is wanted in another PS</p>	<p>3.E</p> <p>3.F</p>	<p>3.E (i)</p> <p>3.F (i)</p>	<p>3.E (ii)</p> <p>3.F (ii)</p>	<p>For Example: If there are total No. of proclaimed offenders arrested between 1st Jan 2019 - 31st Dec 2019 is 10, then value in box 3.E (i) is 10 and if out of these, 5 are wanted in another police station, then value in box 3.F (i) is 5</p>
4	<p>299 Cr.P.C.</p>	<p>Disposal/Arrest of each person chargesheeted</p> <p>Addition of each person chargesheeted</p> <p>Conviction for 1-3 years (each case)</p> <p>Conviction for 3-7 years (each case)</p> <p>Conviction for more than 7 years (each case)</p>	<p>Disposal of each case</p> <p>Addition of new case</p> <p>Disposal/Arrest of each person chargesheeted</p> <p>Addition of each person chargesheeted</p> <p>Conviction for 1-3 years (each case)</p> <p>Conviction for 3-7 years (each case)</p> <p>Conviction for more than 7 years (each case)</p>	<p>4.A</p> <p>4.B</p> <p>4.C</p> <p>4.D</p> <p>5.A</p> <p>5.B</p> <p>5.C</p>	<p>4.A (i)</p> <p>4.B (i)</p> <p>4.C (i)</p> <p>4.D (i)</p> <p>5.A (i)</p> <p>5.B (i)</p> <p>5.C (i)</p>	<p>4.A (ii)</p> <p>4.B (ii)</p> <p>4.C (ii)</p> <p>4.D (ii)</p> <p>5.A (ii)</p> <p>5.B (ii)</p> <p>5.C (ii)</p>	<p>For example: If the number of cases DISPOSED under 178(8) Cr.P.C between 1st Jan 2019 - 31st Dec 2019 are 40, then value in box 4.A (i) is 40</p> <p>For example: If the number of cases ADDED under 178(8) Cr.P.C between 1st Jan 2019 - 31st Dec 2019 are 40, then value in box 4.B (i) is 40</p> <p>For example: If the number of disposal / arrest of each person chargesheeted under section 299 Cr.P.C between 1st Jan 2019 - 31st Dec 2019 are 20, then value in box 4.C (i) is 20</p> <p>For example: If the number of addition of each person chargesheeted under section 299 Cr.P.C between 1st Jan 2019 - 31st Dec 2019 are 15, then value in box 4.D (i) is 15</p> <p>For example: If the total no. of cases are 100 where there has been CONVICTION between 1st Jan 2019 - 31st Dec 2019 out of which: - 20 cases where there has been Conviction of 1-3 years - 18 cases where there has been Conviction of 3-7 years - 30 cases where there has been Conviction of more than 7 years - 20 cases where there has been awarding of Life Imprisonment/Death - 12 cases where the accused has</p>
5	<p>CONVICTION</p> <p>Note: From 5.A - 5.E: each case ; From 5.F - 5.J:</p>	<p>Conviction for 1-3 years (each case)</p> <p>Conviction for 3-7 years (each case)</p> <p>Conviction for more than 7 years (each case)</p>	<p>Conviction for 1-3 years (each case)</p> <p>Conviction for 3-7 years (each case)</p> <p>Conviction for more than 7 years (each case)</p>	<p>5.A</p> <p>5.B</p> <p>5.C</p>	<p>5.A (i)</p> <p>5.B (i)</p> <p>5.C (i)</p>	<p>5.A (ii)</p> <p>5.B (ii)</p> <p>5.C (ii)</p>	<p>For example: If the total no. of cases are 100 where there has been CONVICTION between 1st Jan 2019 - 31st Dec 2019 out of which: - 20 cases where there has been Conviction of 1-3 years - 18 cases where there has been Conviction of 3-7 years - 30 cases where there has been Conviction of more than 7 years - 20 cases where there has been awarding of Life Imprisonment/Death - 12 cases where the accused has</p>

each Individual;		case)			been acquitted Then, the value in 5.A(i) would be 20, value in box 5.B(i) would be 18, value in box 5.C(i) would be 30, value in box 5.D(i) would be 20, value in box 5.E(i) would be 12.	
		Life Imprisonment /Death (each case)	5.D	5.D (i)		5.D (ii)
6 LAW & ORDER		Acquittal (each case)	5.E	5.E (i)	5.E (ii)	For example: If there has been 45 cases in which S.P. has to attend Law & Order problem in PS area between 1st Jan 2019 - 31st Dec 2019 Then, the value in box 6.A (i) would be 45  For example : If there has been 55 cases in which I.G.P. has to attend Law & Order problem in PS area between 1st Jan 2019 - 31st Dec 2019 Then, the value in box 6.B (i) would be 55  For Example: If there are 3 Police personnel trapped by Anti Corruption Branch between 1st Jan 2019 - 31st Dec 2019, then value in box 7.A (i) would be 3 Note: Mention the number of personnel and not the number of cases  For Example: If there are 5 Police personnel suspended between 1st Jan 2019 - 31st Dec 2019, then value in box 8.A (i) would be 5 Note: Mention the number of personnel and not the number of cases  For example : If total number cases disposed between 1st Jan 2019 - 31st Dec 2019 were 120 then value in box 9.A (i) would be 120  For example : If total number new cases between 1st Jan 2019 - 31st Dec 2019 were 70 then value in box 9.B (i) would be 70  For example : If total number of rape cases received between 1st Jan 2019 - 31st Dec 2019 were 50 then value in box 10.A (i) would be 50  For example : If total number of rape cases solved between 1st Jan 2019 - 31st Dec 2019 under 60 days was 20, then value in box 10.B (i) would be 20  For example : If total number of cases received under SC/ST (Prevention of Atrocities) Act between 1st Jan 2019 - 31st Dec 2019 was 70, then value in box 11.A (i) would be 70
		Conviction for 1-3 years (each individual)	5.F	5.F (i)	5.F (ii)	
		Conviction for 3-7 years (each individual)	5.G	5.G (i)	5.G (ii)	
		Conviction for more than 7 years (each individual)	5.H	5.H (i)	5.H (ii)	
		Life Imprisonment /Death (each individual)	5.I	5.I (i)	5.I (ii)	
		Acquittal (each individual)	5.J	5.J (i)	5.J (ii)	
		If S.P. has to attend Law & Order problem in PS area	6.A	6.A (i)	6.A (ii)	
		If IGP has to attend Law & Order problem in PS area	6.B	6.B (i)	6.B (ii)	
		For each police personnel trapped	7.A	7.A (i)	7.A (ii)	
		For each police personnel suspended	8.A	8.A (i)	8.A (ii)	
Number of cases disposed	9.A	9.A (i)	9.A (ii)			
Number of new cases added	9.B	9.B (i)	9.B (ii)			
Total no. of rape cases	10.A	10.A (i)	10.A (ii)			
Total no. of rape cases solved within 60 days	10.B	10.B (i)	10.B (ii)			
Total no. of cases under SC/ST prevention	11.A	11.A (i)	11.A (ii)			

	VENTION OF ATROCITIES ACT		Total no. of cases under SC/ST prevention solved within 60 days	11.B	11.B (i)	11.B (ii)	For example : If total number of cases solved under SC/ST (Prevention of Atrocities) Act under 60 days between 1st Jan 2019 - 31st Dec 2019 was 10, then value in box 11.B (i) would be 10
12	RECOVERY		Total value of stolen goods	12.A	12.A (i)	12.A (ii)	For example: During 1st Jan 2019 - 31st Dec 2019, the total value of stolen goods was rupees 10,000, then value in box 12.A (i) will be 10,000
			Total value of stolen goods recovered	12.B	12.B (i)	12.B (ii)	For example: During 1st Jan 2019 - 31st Dec 2019, the total value of stolen goods recovered was rupees 5,000, then value in box 12.B (i) will be 5,000
13	DETECTION		Total no. of property offences	13.A	13.A (i)	13.A (ii)	For example: During 1st Jan 2019 - 31st Dec 2019 , the total number of property offences was 80, then value in box 13.A (i) will be 80
			Total no. of property offences detected	13.B	13.B (i)	13.B (ii)	For example: During 1st Jan 2019 - 31st Dec 2019, the total number of property offences where the accused has been detected was 60, then value in box 13.B (i) will be 60
14	PASSPORT / ARMS / SERVICE		Total no. of verification report sent	14.A	14.A (i)	14.A (ii)	For example : If total no. of verification reports sent 1st Jan 2019 - 31st Dec 2019 were 420 then value in box 14.A (i) would be 420
			Total no. of verification report sent in 7 days	14.B	14.B (i)	14.B (ii)	For example : If total no. of verification reports sent in 7 days were 80 then value in box 14.B (i) would be 80
			Total no. of verification report sent in 21 days	14.C	14.C (i)	14.C (ii)	For example : If total no. of verification reports sent in 7 days were 80 and from 7 to 21 days is 20 then value in box 14.C (i) would be 100 (80+20).
15	ACCIDENTS		Total no. of deaths in accidents between 1st Jan 2019 - 31st Dec 2019	15.A	15.A (i)		For example : If total no. of deaths in accidents between 1st Jan 2019 - 31st Dec 2019 were 50 then value in box 15.A (i) would be 50
			Total no. of deaths in accidents between 1st Jan 2018 - 31st Dec 2018	15.B		15.B (ii)	For example : If total no. of deaths in accidents between 1st Jan 2019 - 31st Dec 2019 were 50 then value in box 15.B (i) would be 50
16	DISPOSAL and ARRIVAL	Each station has a malkhana ,or a store room , to preserve "case properties" or evidence till the case is disposed of in court.	Total Number of Cases Disposed between 1st Jan 2019 - 31st Dec 2019	16.A	16.A (i)		For example : If number of Cases in Malkhana Disposed between 1st Jan 2019 - 31st Dec 2019 is 50, then value in Box 16.A (i) will be 50
			Total Number of Cases Disposed between 1st Jan 2018 - 31st Dec 2018	16.B		16.B (ii)	For example : If number of Cases in Malkhana Disposed between 1st Jan 2019 - 31st Dec 2019 is 50, then value in Box 16.B (i) will be 50

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17	PENDENCY			Total Number of new Cases Arrived between 1st Jan 2019 - 31st Dec 2019	16.C	16.C (i)		For example : If number of new Cases Arrived in Malkhana between 1st Jan 2019 - 31st Dec 2019 is 30 then value in Box 16.C (i) will be 30
				Total Number of new Cases Arrived between 1st Jan 2018 - 31st Dec 2018	16.D		16.D (iii)	For example : If number of new Cases Arrived in Malkhana between 1st Jan 2019 - 31st Dec 2019 is 30 then value in Box 16.D (i) will be 30
				Total no. of registrations between 1st Jan 2019 - 31st Dec 2019	17.A	17.A (i)		For example : If total no. of registrations (IPC+ Non-IPC) between 1st Jan 2019 - 31st Dec 2019 were 120, then value in box 17.A (i) would be 120
				Total Number of IPC registrations between 1st Jan 2019 - 31st Dec 2019	17.B	17.B(i)		For example : If total no. of IPC registrations between 1st Jan 2019 - 31st Dec 2019 were 120, then value in box 17.B (i) would be 120
				Total Number of non-IPC registrations between 1st Jan 2019 - 31st Dec 2019	17.C	17.C(i)		For example : If total no. of non-IPC registrations between 1st Jan 2019 - 31st Dec 2019 were 120, then value in box 17.C (i) would be 120
				Total no. of registrations between 1st Jan 2018 - 31st Dec 2018	17.D		17.D (ii)	For example : If total no. of registrations (IPC+ Non-IPC) between 1st Jan 2019 - 31st Dec 2019 were 120, then value in box 17.D (i) would be 120
				Total Number of IPC registrations between 1st Jan 2018 - 31st Dec 2018	17.E		17.E (ii)	For example : If total no. of IPC registrations between 1st Jan 2019 - 31st Dec 2019 were 120, then value in box 17.E (ii) would be 120
Total Number of non-IPC registrations between 1st Jan 2018 - 31st Dec 2018	17.F		17.F (iii)	For example : If total no. of non-IPC registrations between 1st Jan 2019 - 31st Dec 2019 were 120, then value in box 17.F (ii) would be 120				
Total no. of pending cases as on 1st Jan 2019	17.G	17.G (i)		For example : If total no. of pending cases as on 1st Jan 2020 was 20, then value in box 17.G (i) would be 20				

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18	CLG MEETINGS			Total no. of IPC cases pending as on 1st Jan 2019	17.H	17.H (i)		For example : If total no. of IPC cases pending as on 1st Jan 2020 was 20, then value in box 17.H (i) would be 20			
				Total no. of non-IPC cases pending as on 1st Jan 2019	17.I	17.I (i)		For example : If total no. of Non-IPC cases pending as on 1st Jan 2020 was 20, then value in box 17.I (i) would be 20			
				Total no. of pending cases as on 1st Jan 2018	17.J		17.J (ii)	For example : If total no. of pending cases as on 1st Jan 2020 was 20, then value in box 17.J (ii) would be 20			
				Total no. of IPC cases pending as on 1st Jan 2018	17.K		17.K (ii)	For example : If total no. of IPC cases pending as on 1st Jan 2020 was 20, then value in box 17.K (ii) would be 20			
				Total no. of non-IPC cases pending as on 1st Jan 2018	17.L		17.L (ii)	For example : If total no. of Non-IPC cases pending as on 1st Jan 2020 was 20, then value in box 17.L (ii) would be 20			
				Total Number of months with One or more Meetings	18.A	18.A (i)	18.A (ii)	For example : If in a year there were 7 months in which one or more CLG Meetings were held, then value in Box 18.A (i) will be 7. And value in box 18.B (i) will be 5 (12-7 = 5).			
				Total Number of months with No Meetings	18.B	18.B (i)	18.B (ii)				
				*State Act for the above mentioned sub-heads may vary to some extent from the National Acts							

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## Annexure-II

### Senior assessor questionnaire

Activity	Sub-Topic	Questions
<b>Infrastructure and cleanliness of compound area</b>	<b>Entrance / Compound Area</b>	Is the name of the Police Station visible from outside?
		Are the emergency contact numbers displayed at the entrance?
		Security of the Compound Walls
		What is the condition of the Compound walls?
	<b>Parking for Visitors</b>	Does the Police station have separate parking for visitors?
	<b>Power Back up</b>	Does the Police Station have Emergency Power back up like Generator / Inverter or others?
	<b>Disabled Friendly Facilities</b>	Is there any Ramp available into the building for persons with Disabilities?
	<b>Litter</b>	Is there litter around the Police Station?
	<b>Odour</b>	Is there foul odour present around?
	<b>Liquid Waste</b>	Is there stagnant water on the ground?
	<b>Open Drains</b>	Are there open drains in the campus?
		Are the drains overflowing?
	<b>Dustbin</b>	Is there any Dustbins in-sight in the Area?
Is there a lining plastic bag in the dustbin?		
Are the Dustbins overflowing?		
<b>Infrastructure of Police Station (Inside)</b>	<b>Additional Features</b>	Does the Police Station have Additional features like Child Room, Graffiti on the Walls, Special initiatives like Public Library, Public Gymnasium etc.?
	<b>Presence of Waiting Area / Visitor's Desk</b>	Is there a Waiting area / Visitor's Desk available?
	<b>Women Help Desk</b>	Does the Police station have separate Women Help Desk?
	<b>Seating Arrangement</b>	Is there proper Seating Arrangement available?
	<b>Amenities</b>	Type of Cooling / Heating facilities available
	<b>Investigating Officers (IO)</b>	Are there separate rooms available for Investigating Officers?
		What type of Cooling / Heating facility does the room have?
		Do they have a separate Storage cabinet available for case files?
		Is there presence of hanging clothes?
	<b>Availability of various rooms</b>	Does the Police Station have separate Suspect / Witness Examination Room?
Does the Police Station have separate Wireless and Communication Room?		
Does the Police Station have any separate facility for Recreational activities / Playground / Gym?		
Is Malkhana / Armory Locked?		
Does the Police Station have separate Conference Room?		
Does the Police station have Projection Facilities?		

Activity	Sub-Topic	Questions	
<b>Overall Station Building</b>	<b>Furniture</b>	Is there proper furniture available for the Police Personnel? Type of Furniture Available?	
	<b>Tea /coffee facilities</b>	Are there tea / coffee facilities /pantry services available?	
	<b>Drinking Water facilities</b>	What kind of drinking water facility do they have?	
		Is it functional?	
		Are there any water cooling facilities available?	
		Is it functional?	
		How is water served?	
	<b>Litter</b>	Is there Litter?	
	<b>Odour</b>	Is there Foul odour?	
	<b>Stains</b>	Is there any evidence of Paan Spitting, Guika or Bird Droppings on the Floor, Pillars or Walls?	
	<b>Condition of Walls</b>	What is the condition of the Walls?	
	<b>Walls</b>	Are the walls clean?	
	<b>Dampness</b>	Is there Dampness & Seepage in the Walls and Ceiling?	
	<b>Dustbin</b>	Is there any Dustbins in-sight in the Area?	
Is there a Garbage lining bag inside the dustbin?			
Are the Dustbins overflowing?			
<b>Swachh Bharat Abhiyan Activites</b>	Are there Swachh Bharat hoardings with warning of anti-littering and open urination / open defecation?		
<b>Overall</b>	Overall ambience of Police station?		
<b>Toilets and Cleaning Staff</b>	<b>Toilets</b>	Does the Police Station have separate toilets for Male and Female?	
		Is running water available in the toilet?	
		Is the toilet Well-Lit?	
		Is the toilet ventilated?	
		Is the toilet seat area clean i.e. no stains, litter or other waste?	
		Are there cockroaches or rats in sight in the toilet?	
		Are there urinals in the male washroom?	
		Are the urinals clean i.e. no stains, litter or other waste?	
		Is there a flush in the washroom and is it functional?	
		Is there foul smell in the toilets?	
		Is there any hand wash area present?	
		Is the hand wash area clean i.e. no stains, litter or other waste?	
		Is there soap/hand wash?	
		Are the walls and ceiling clean i.e. no cob web, stains, etc.?	
		<b>Cleaning Staff</b>	Is there a Cleaning Staff appointed for the toilet?
			Is attendance maintained?

Activity	Sub-Topic	Questions
		Is there daily cleaning check list available?
		How many times is the cleaning of toilet done?
		Is the Cleaning Staff wearing a uniform?
		If there is a cleaner, do they have protective gear i.e. gloves and mask, shoes?
		Does the staff have appropriate cleaning equipments i.e. (broom, dust baskets, mop, mop bucket)?
<b>Safety Features</b>	<b>Safety Features</b>	Does the Police Station have CCTV cameras?
		What is the total number of cameras present in the police station?
		What is the total number of cameras working properly
		Does the Compound Area of the Police Station have CCTV cameras?
		Does the Lockup area of the Police Station have CCTV camera?
		Does the reception Area of the Police Station have CCTV cameras?
		Does the Police Station have Fire Extinguishers?
		Number of Fire Extinguishers available in the Police Station
		Number of Fire extinguishers expired
		Does the Police Station have Fire alarm?
		Other fire safety infrastructure is present or not (sand buckets, hose pipes, etc.)
		Is there any Assembly Point available in the Police station?
		Are all the wires and switch boards properly covered, secured (concealed conduit or on batten)?
<b>Lockups</b>	<b>Presence</b>	Is there separate lockup available for male and female?
	<b>Unwanted Objects</b>	Are there any unwanted objects like fan, bulb, tube light?
	<b>Condition of Walls</b>	What is the condition of the walls?
	<b>Walls</b>	Are the walls clean?
	<b>Ceiling</b>	Is the ceiling clean?
	<b>Dampness</b>	Is there dampness & seepage in the walls and ceiling?
	<b>Floor Details</b>	Condition of floor
	<b>Toilets</b>	Are there Toilets available for Accused in the Lockup?
		Do you find the Toilets Clean?
<b>Approachability</b>	<b>Uniform</b>	Are all the Policemen wearing uniforms?
		Are the uniforms of the Policemen clean?
		Number of Staff members who are not wearing the shoes (as per the dress code)
		Number of Staff members who are not properly dressed (means gamcha on their shoulders or around their necks, unbuttoned shirts, open belts etc.)
	<b>Behavior/Discipline</b>	What was the language tone used by the policemen with the visitors/complainants?
<b>Maintenance of</b>	<b>Manual Records</b>	Are the registers labelled?



Activity	Sub-Topic	Questions
<b>Records- Physical and Online</b>		Are the registers binded?
		Are records stored in a sealed cabinet?
	<b>Pest Control</b>	Is the pest control operation followed?
	<b>IT</b>	Type of internet facility available at the police station?
<b>Mess/ Canteen</b>	<b>Availability</b>	Does the Police station have a mess for the personnel and staff?
	<b>Condition of Walls</b>	What is the condition of the walls?
	<b>Walls</b>	Is the wall clean?
	<b>Ceiling</b>	Is the ceiling clean?
	<b>Dampness</b>	Is there dampness & seepage in the walls and ceiling?
	<b>Ventilation</b>	Does the room have a proper ventilation?
	<b>Illumination</b>	What type of light source available for illumination?
	<b>Fan/AC</b>	Type of cooling facility available in the room.
	<b>Floor</b>	Condition of Floor
	<b>Conditions</b>	Is there any dining area for the police personnel?
<b>Barracks</b>	<b>Availability</b>	Does the police station have barracks for the personnel and staff?
	<b>Condition of Walls</b>	What is the condition of the walls?
	<b>Walls</b>	Is the wall clean?
	<b>Ceiling</b>	Is the ceiling clean?
	<b>Dampness</b>	Is there dampness & seepage in the walls and ceiling??
	<b>Ventilation</b>	Does the room have a proper ventilation?
	<b>Illumination</b>	What type of light source available for illumination?
	<b>Electrical Connections</b>	Are all the wires and switch boards properly covered, secured (concealed conduit or on batten)?
	<b>Fan/AC</b>	Type of Cooling Heating Facility Available in the Room?
	<b>Floor</b>	Condition of Floor
	<b>Living Conditions</b>	What type of mosquito repellent system is in-place?
	<b>Overall</b>	Overall condition of the barracks
	<b>Overall</b>	Overall condition of the beds
	<b>Barracks Toilets</b>	Are there toilets available for barracks?
		Is running water available in the toilet?
	Is the toilet well- lit?	
	Is the toilet ventilated?	
	Is the toilet seat area clean i.e. no stains, litter or other waste?	
	Are there cockroaches or rats in sight in the toilet?	
	Are there urinals in the male washroom?	
	Are the urinals clean i.e. no stains, litter or other waste?	
	Is there a flush in the washroom and is it functional?	

Activity	Sub-Topic	Questions
		<p>Is there foul smell in the toilets?</p> <p>Is there any hand wash area present ?</p> <p>Is the hand wash area clean i.e. no stains, Litter or other Waste?</p> <p>Is there soap/hand wash?</p> <p>Are the walls and ceiling clean i.e. no cob web, stains, etc.?</p> <p>Is there dampness &amp; seepage in the walls and ceiling?</p>
<b>SHO Questionnaire</b>	<b>Expenses</b>	<p>When do you receive ordered general stationary items from the Government/DC office after request has been made?</p> <p>Does the list of the items as ordered, are received in total?</p> <p>Is there any provision to make request for extra stationary by the Police Station?</p>
	<b>Financial Autonomy</b>	<p>Does the Police Station have Imprest Account System?</p>
	<b>Fuel</b>	<p>When do you receive order for fuel confirmation/coupons/budget from the Government/DC Office?</p> <p>Does the fuel requirement as ordered, received in total?</p> <p>For how many days are the station vehicles idle?</p>
	<b>Declaration from last year</b>	<p>Is there any case registered against any police officer during the previous year?</p> <p>Number of Police personal charged under PC act during last year</p> <p>Has anyone died during custody in last year?</p> <p>Number of Custody Deaths</p> <p>Is there any case of escape from Police custody during last year?</p> <p>Number of Runaway prisoners from police custody</p>
	<b>IEC / Community Outreach</b>	<p>Number of events done for the citizens awareness</p>
	<b>Vehicles</b>	<p>Number of 4 - Wheeler sanctioned</p> <p>Number of 4 - Wheeler functional</p> <p>Number of 2 - Wheeler sanctioned</p> <p>Number of 2- Wheeler functional</p> <p>How many vehicles are GPS tagged?</p> <p>Are the GPS tags functioning ?</p> <p>How many vehicles are RFID tagged?</p> <p>Are the RFID tags functioning ?</p>
	<b>Human Resource</b>	<p>How many Personnel are trained in basic CCTNS and basic Daily Report online ?</p> <p>How many personnel are trained in Basic Computer Operations ?</p> <p>How many personnel are trained in Juvenile Justice (Care &amp; Protection of Children) Training ?</p> <p>How many personnel are trained in Laws related to Crime against Women Training ?</p>

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Activity	Sub-Topic	Questions
		Number of Male Staff sanctioned for the Police Station
		Number of Male Staff posted in the Police Station
		Number of Female Staff sanctioned for the Police Station
		Number of Female Staff posted in the Police Station
	<b>Mess &amp; Barracks</b>	Who cooks the food in the mess ?
	<b>Infrastructure</b>	Who provides the facilities for trunks, beds, beddings etc?
	<b>Public Record</b>	Who pays for the tea-coffee facility and their ingredients?
		How many times in a year, do the drinking water facility gets inspected by any agency?
		Is there a record maintained for History Sheets?

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### Junior assessor questionnaire

Activity	Questions
People leaving Police Station	Was the Police attentive in listening to complaints?
	How confident are you that the Police addresses your grievances quickly and impartially?
	Was there proper seating facility provided to you?
	What was the language tone used by the Policemen to you?
	How did you find overall cleanliness at Police Station?
	Was a bribe demanded from you?
	Do you feel safe in your area?
	In the last one year, do you feel there is any improvement in visibility of Police?
	Does the police actively involves in rescue whenever any crime happens?
	How will you rate your overall experience at the Police Station?
Market Place	Is there uniformed police personnel / vehicle visible in your market area in between 9am to 1 pm and 5pm-11pm?
	Does the police actively intervene whenever crime s like pick pocket/ snatching/ brawl happens?
	Was the Police attentive in listening to complaints?
	Was the Police active in solving the complaints?
	What was the language tone used by the Policemen to the complainant?
	Have you ever seen any Police demanding for bribe in your area?
	Do you feel safe in your area?
	In the last one year, do you feel there is improvement in visibility of Police?
	Does the police actively involves in rescue whenever any crime happens?
	How will you rate your overall experience with the Police?
Pedestrians	Is there any uniformed Personnel / vehicle visible in your area patrolling late at night?
	Does the police actively intervene whenever crime like pickpocket/Snatching/Brawl happens?
	Was the police attentive in listening to complaints?
	Was the police active in solving the complaints?
	What was the language tone used by the police men to complainant?
	Was bribe demanded from you?
	Do you feel safe in your area?
	In the last one year, do you feel there is any improvement in visibility of Police?
	Does the police actively involves in rescue whenever any crime happens?
	How will you rate your overall experience with the police?

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## Section 6

# STANDARD FORM OF CONTRACT

### Contents

#### I. Form of Contract

#### II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultant
4. Consultants' Personnel
5. Obligations of the Employer
6. Payments to the Consultant
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

#### III. Special Conditions of Contract

#### IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates

Appendix E - Duties of the Employer

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**CONTRACT FOR CONSULTANTS 'SERVICES**

**between**

**[Name of the Client]**

**and**

**[Name of the Consultant]**

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**Dated:**

## I. Form of Contract

(Text in brackets [ ] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the —Contract) is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Police Modernisation Division of Ministry of Home Affairs, Government of India, Jaisalmer House, 26 Man Singh Road, New Delhi, [name of employer - Police Modernisation Division, Ministry of Home Affairs] (hereinafter called the “Employer”), of the First Part and, [name of Consultant] (hereinafter called the “Consultant”) of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: —... (hereinafter called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the “Consultant”).

### WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated \_\_\_\_\_ issued by the Employer;
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

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

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

Appendix A: Description of Services  
Appendix B: Reporting Requirements

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- Appendix C: Staffing schedule
- Appendix D: Cost Estimates
- Appendix E: Duties of the "Employer"
- Appendix F: Duties of the "Consultant"

2. The mutual rights and obligations of the —Employer and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the "Employer" shall make payments to the Consultant 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.

Signed by -----

In presence of 1. For and on behalf of the President of India [name of "Employer"]

(Witnesses)

(i) [Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant]

In presence of (Witnesses)

(i)

(ii) [Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant.

[name of member]

[Authorized Representative]

4. [name of member]



## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Consultant" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof.
- (m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (p) "In writing" means communicated in written form with proof of receipt.

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## 1.2 Relationship between the Parties

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

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

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

## 1.5 Notices

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

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

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

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

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

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

## **1.10 Fraud and Corruption**

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

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### **1.10.2 Measures to be taken by the Employer**

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

### **1.10.3 Commissions and Fees**

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

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

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

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

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

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

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

### **2.7 Force Majeure**

**2.7.1 Definition** (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in

performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include

(i) any event which is caused by the negligence or intentional action of a Party  
(ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

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

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

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

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

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

(i) demobilise, or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

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

**2.8 Suspension:** The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## 2.9 Termination

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

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

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

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

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

(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the consultant fails to provide the quality services as envisaged under this Contract.

(h) If, as the result of Force Majeure, the Consultant is unable to perform a substantial portion of the Services for a period of not less than forty-five (45) days.

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

2.9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days 'written notice of termination to the Consultants, and forty-five (45) days in case of the event referred to in (h).

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

(a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than forty-five (45) days.

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

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

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

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant 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 Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5** In the event of early termination by employer as per relevant provisions of this contract, no payment shall be due to the agency. In case of termination due to 2.9.1.1(h) except for work and services satisfactorily performed in conformity with the express terms of this contract

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Consultant shall perform the Services and carry out their obligations here under 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Third Parties. The consultant shall furnish Performance Security Deposit of 10% of value of contract as per Appendix-H.

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

**3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant 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 Consultant shall use its best efforts to ensure that the Personnel similarly shall not receive any such additional payment.

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

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination,



the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant 's Services for the preparation or implementation of the project.

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

**3.3 Confidentiality:** Except with the prior written consent of the "Employer", the Consultant 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 Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain insurance, at their own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverages specified in the SC, and

(ii) at the Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.5 Accounting, Inspection and Auditing:** The Consultant (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 "Employer" or its designated representative and/or the Employer, 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 "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

**3.6 Consultant's Actions Requiring "Employer's Prior Approval:** The Consultant shall obtain the "Employer 's prior approval in writing before making any change or addition to the Personnel listed in Appendix C.

**3.7 Reporting Obligations:** The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the

numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in appropriate form of soft copy in addition to the hard copies specified in said Appendix.

**3.8 Documents Prepared by the Consultant to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employee", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

#### **4. CONSULTANTS' PERSONNEL**

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

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

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.

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

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

4.3 **Approval of Personnel:** The Personnel listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

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

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

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

4.5 **Resident Project Manager:** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the —Employer, shall take charge of the performance of such Services.

## 5. OBLIGATIONS OF THE "EMPLOYER"

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

(a) Provide the Consultant, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services.

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

(c) Provide to the Consultant and Personnel any such other assistance as may be specified in the SC.

5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 **Services, Facilities and Property of the "Employer":** (a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 **Payment:** In consideration of the Services performed by the Consultant under this Contract, the "Employer" shall make to the Consultant such payment and in such manner as is provided by Clause GC 6 of this Contract.

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## 6. PAYMENTS TO THE CONSULTANT

6.1 **Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer.

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

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

6.3 **Terms of Payment** The payments in respect of the Services shall be made as follows: (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms.

6.4 Billing and payments in respect of the services shall be made after the completion of activity as follows:

(a)

Activity	Expected Timelines	Payment (% of total) in Indian Rs.
Submission of Final Report	T + 75 Days	100%

\*Note: - T is date of award of contract

(b) Once milestone mentioned in clause 6.4 of SC is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Payment as specified in SC 6 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory" unless the "Employer", within thirty (30) day period after submission of final report and final statement, gives written notice to the Consultant specifying in detail deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In the event of early termination by employer as per relevant provisions of this contract, no payment shall be due to the agency the payments may be done as mentioned in clause 2.9.5 of SC.

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## 7. FAIRNESS AND GOOD FAITH

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

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

## 8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, such dispute regarding any matter under contract will be decided by the employer. The jurisdiction of the court of law will be within Delhi. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

## 9. Liquidated Damages

9.1 As time is of essence in the present contract, in case of delay in completion of services, liquidated damages not exceeding an amount equal to 0.2 % (zero point two percent) of the Contract Value per day, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation. However, in case of delay due to reasons beyond the control of the agency, suitable extension of time shall be granted. In case of inordinate delay in delivering as mentioned in the timelines, employer may, at its discretion, also terminate the contract as mentioned in relevant provisions of this contract.

9.2 in case the agency be adjudged bankrupt, or be liquidated or become insolvent, or should the agency make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the agency, employer may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The agency shall immediately inform employer of the occurrence of any of the above events.

9.3 The amount of liquidated damages under this Contract shall not exceed 10% (ten percent) of the total value of the contract as specified in **Appendix-D**.

10. Adherence to the time schedule is the essence of the contract and the given timelines have to be strictly followed by the Consultant.

11. **Miscellaneous provisions:**

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

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

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

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

(v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant'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 Contractor/Consultant.

(vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors,



suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

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

### III. Special Conditions of Contract:

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are:  1.—Employer: Attention : Facsimile :  2. Consultant : Attention : Facsimile :
2.	1.7	{Lead Partner is [insert name of member]}  Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
3.	1.8	The Authorized Representatives are:  For the "Employer":  For the Consultant:
4.	2.1	The effectiveness conditions are the following:  Selected organization/agency to provide Performance Security of 10% to the Employer (Authority) with in 7 (seven) days from the date of receipt of Letter of Intent.
5.	2.2	Total time period shall be 75 days for completion of study and submission of draft report and final report to the employer/accepting authority from the date of signing of

		the contract.						
6.		<p>Schedule of Payment</p> <p>The schedule of payment will be as under:</p> <table border="1"> <thead> <tr> <th>Activity</th> <th>Expected Timelines</th> <th>Payment (%of total) in Indian Rs.</th> </tr> </thead> <tbody> <tr> <td>Submission of Final Report</td> <td>T + 75 Days</td> <td>100%</td> </tr> </tbody> </table>	Activity	Expected Timelines	Payment (%of total) in Indian Rs.	Submission of Final Report	T + 75 Days	100%
Activity	Expected Timelines	Payment (%of total) in Indian Rs.						
Submission of Final Report	T + 75 Days	100%						
		All these payments will be released by PM division, Ministry Of Home affairs, Jaisalmer House, 26 Man Singh Road, New Delhi.						
7.		The Arbitration proceeding shall take place in Delhi/New Delhi in India.						

Binding signature of Employer Signed by

\_\_\_\_\_ (for and on behalf of the President of India)

Binding signature of Contractor Signed by

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

In the presence of (Witnesses)

- 1.
- 2.



## Appendices

*Handwritten initials*

## **APPENDIX A – DESCRIPTION OF SERVICES**

Note: This Appendix will include the final Terms of Reference worked out by the —Employer| and the Consultants, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by —Employer|, etc.

## **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 – STAFFING SCHEDULE**

(Include the agreed staffing schedule)

## **APPENDIX D – Total COST OF SERVICES IN**

(Include here the rates quoted in the financial proposal)

## **APPENDIX E - DUTIES OF THE “EMPLOYER”**

(Include here the list of Services, facilities and property to be made available to the Consultant by the —Employer|).

## **APPENDIX F - DUTIES OF THE “CONSULTANT”**

*Handwritten initials*

## MANDATE FORM

## ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

## A. DETAIL OF ACCOUNT HOLDER:

OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

## B. BANK ACCOUNT DETAILS:

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	
BSR CODE OF BANK	
DATE OF EFFECT	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user instruction responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date :

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Date:

Signature of Customer



1. Please attach a photocopy of cheque along with the verification obtained from the bank.

2. In case your Branch is presently not —RTGS enabled then upon its up-gradation to —RTGS

Enabled branch. Please submit the information again in the above proforma to the Department at earliest.

*g*

**PERFORMANCE SECURITY**  
**(Refer clause 3.1 of GC of the Contract)**

Additional Secretary  
Police modernisation division  
Ministry of Home Affairs,  
Government of India

**WHEREAS:**

(A) .....(the "**Consultant**") and the Additional secretary police modernisation division ,Ministry of home affairs , Government of India (the "**Authority**") have entered into a Contract dated .....(the "**Contract**") whereby the Authority has agreed to the Consultant undertaking the evaluation of police stations to select and rank best police stations in the country subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Consultant to furnish a Performance Security to the Authority in a sum of Rs. .... (Rupees ..... ) (the —**Guarantee Amount**) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement) and for a period of 60 days beyond 4 (four) months from the Effective Date (as defined in the Agreement).

(C) We, ..... through our Branch at ..... (the —**Bank**) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows: **PERFORMANCE SECURITY**

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the Consultant's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation,

recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of Deputy Secretary to the Authority, that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing



whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the Consultant for release of the Performance Security along with the particulars required to satisfy the expiry of Guarantee Period, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement

Signed and sealed this .....day of ....., 20 .....at .....

SIGNED, SEALED AND DELIVERED for and on behalf of the BANK by:

(Signature)  
(Name)  
(Designation)  
(Code Number)

(Address) NOTES:

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

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

1) option available at the top right hand corner and not by selecting the (X) exit option in the browser.

2) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone:1-800-233-7315 or send a mail over to -[cphp-nic@nic.in](mailto:cphp-nic@nic.in).



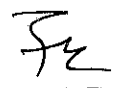
**Bank Guarantee for Earnest Money Deposit**  
(Refer Clauses 12.1 of Section-2, Part I of RFP)

B.G. No. Dated:

1. In consideration of you, \*\*\*\*\*, having its office at \*\*\*\*\*, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a trust/society/company) and having its registered office at ..... (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Review/Evaluation of the evaluation of police stations to select and rank best police stations in the country (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as 'Bidding Documents'), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 12.1 and 12.2 of Section-2, Part I of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 1,00,000/- (Rupees one lakh only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents



including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 1,00,000/- (Rupees one lakh only)

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

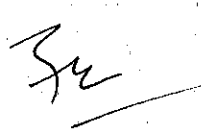
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 1,00,000/- (Rupees one lakh only) The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ..... (date)

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorized official.

(Signature of the Authorized Signatory)



BID SECURING DECLARATION CERTIFICATE

To

Director (PM-II),  
Room No. 20A, Jaisalmer House,  
26, Man Singh Road,  
New Delhi – 110011.

Sir,

Tender No.

.....  
We, M/s ..... undertake that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in bids document, we will be suspended for the period of 02 years from being eligible to submit bids for contract with the procuring entity i.e. Ministry of Home Affairs.

Yours faithfully,

(Signature of the Authorised Signatory of Bidder with Official Seal)

