

Queries received in response to RFP after Pre-bid conference: Evaluation of Police Station to select and rank best police station in the Country – Pre Bid conference held on 20-21 July, 2020 at 03.00 PM (both days)

IPSOS

Sl.No.	Page No.	Section	Text from RFP	Query	Reply
8 (Sl. No. 1 to 7 - received before Pre Bid has been replied).	79	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.	The bidder should be given the understanding and opportunity for explanation. It is requested that this clause is re considered.	The point is clearly defined in RFP.
9	70	2.9	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 2.92	It states the consultant can terminate for the reason states (a) to (d) below , however the sub-clause (d) is missing . The draft only shows only three instances of termination by consultant.	May be read as (a) to (c).
10	71	2.9	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.] el(h) except for work and services satisfactorily performed in conformity with the express terms of this contract	Payment liability as stated is only in case of force majeure event, request you to elaborate in case of termination by Client in other situation, for Instance (i) without cause or other reasons. Request you to consider reviewing this clause for agency to be paid for services rendered and in case for voluntary termination it should also be entitled for expenses incurred as well.	The point is already defined in RFP.
11	79	8.2	8.1 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.	The clause states the matters not settled amicably between the parties shall be decided by the 'Client". Please consider it to be an Arbitrator (sole/ three) to be appointed mutually by the parties.	The point is clearly defined in RFP.

Deloitte

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1	15	Submission, receipt and opening of proposal. Sub Section: 13.2	An Authorised 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 authorised to sign	We want to clarify that as an alternative to Power of Attorney, we will furnish a list of authorized signatories approved by the designated partners of our firm for this requirement. Please let us know if that is fine.	We don't see any problem in provision of RFP.
2	22	Qualification Criteria Sub Section:3	Cv's of Team members	Request you to please suggest if there is any minimum number requirement of CVs of team members?	It applies to core team members.
3	21	Qualification Criteria Sub Section:1	Number of impact assessment/evaluation studies related to similar projects/programme on ranking of institutions or otherwise done at pan India level -In private sector (two or more) -Government/state govt including PSU(2 or more) -Multilateral agencies (2 or more) - experience of working in north east part and other remote areas of India	Request you to please suggest if we can include impact assessment creds which does not constitute ranking of institutions or otherwise?	The point is clearly defined in RFP.
4	9	Conflict of Interest Sub-Section:5	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 Assignments/jobs or their own corporate interests and act without any consideration for future work	Requesting to be modified as follows: Employer requires that Consultants provide professional, objective, and impartial advice, at all times holding the Employer's interests paramount, strictly avoiding conflicts with other Assignments/jobs of the Consultant with the Employer or their own corporate interests and act without any consideration for future work.	The point is clearly defined in RFP.

5	9	Conflict of Interest Sub-Section:5	5.2.2 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 activities assigned to them under this contract.	<p>Requesting this clause to be deleted or to be modified as follows:</p> <p>5.2.2 The Consultant (including its Personnel working on the particular assignment) 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 activities assigned to them under this contract.</p>	The point is clearly defined in RFP.
6	9	Conflict of Interest Sub-Section:5	5.2.3 A Consultant (including its Personnel) that has a 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.	<p>Requesting to be modified as follows:</p> <p>A Consultant (including its Personnel working on the particular assignment) that has a family relationship (i.e. spouse, parent, children or sibling) 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.</p>	The point is clearly defined in RFP.
7	10	Conflict of Interest Sub-Section:5	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 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	<p>Requesting to be modified as follows:</p> <p>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 in an objective manner. Provided that nothing herein shall oblige the Consultant to disclose any information in relation to which Deloitte</p>	The point is clearly defined in RFP.

			of the Consultant during bidding process or the determination of its Contract during execution of assignment.	owes an obligation of confidentiality to other parties. 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 determination of its Contract during execution of assignment.	
8	72	Obligations of the consultant Sub-Section:3.1	3.1 Standard of performance - The consultant shall perform the services and carry our their obligation here under with all due dilligence , efficiency and economy, in accordance with generally accepted professional standards and practicies, and shall observe sound management practicies and employ appropriate technology and safe and effective equipement, machinery, materials and methods. The consultant shall always act, in respect of any manner relating to this contract or to the services, as faithful adviser to the "Employer", and shall at all times support and safegaurd the "Employer" legitimate interests in any dealings with third parties	Requesting to be modified as follows: The consultant shall perform the services and carry our their obligation here under with all due dilligence , efficiency and economy, in accordance with generally accepted professional standards and practicies, and shall observe sound management practicies and employ appropriate technology and safe and effective equipement, machinery, materials and methods. The consultant shall always act, in respect of any manner relating to this contract or to the services, as faithful adviser to the "Employer".	The point is clearly defined in RFP.
9	72	Obligations of the consultant Sub-Section:3.2	3.2 The Consultants 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	Requesting to be modified as follows: The Consultants shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments of the Consultant with the Employer 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	The point is clearly defined in RFP.

				same to the Employer and the parties shall mutually decide on the way forward. Provided that nothing herein shall oblige the Consultant to disclose any information in relation to which Deloitte owes an obligation of confidentiality to other parties.	
10	73	Obligations of the consultant Sub-Section:3.2.3	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 activities assigned to them under this contract.	Requesting this clause to be deleted or to be modified as follows: The Consultant shall not engage, and shall cause their Personnel (working on the particular assignment) not to engage, either directly or indirectly, in any business or professional activities that would conflict with activities assigned to them under this contract.	The point is clearly defined in RFP.
11	73	Obligations of the consultant Sub-Section:3.3	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 recommendation formulated in the course of, or as result of the services	Clarification -We should be permitted to share confidential information with our subcontractors and other Deloitte Entities involved in the discussion/performance of the services.	The point is clearly defined in RFP.
12	73	Obligations of the consultant Sub-Section:3.4	Insurance to be taken out by the consultant - The consultant 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	We are unable to find insurance provision in SC therefore need clarification for the same And We would need the type of Insurance and amount of coverage which the client is looking at. Only then we will be able to assess whether we can accept the clause.	It is regulatory insurance under related rule and laws of land.
13	73	Obligations of the consultant	The consultant shall keep accurate and systematic accounts and records in respect	The highlighted text to be deleted. We can accept generally accepted principles that	The point is clearly defined in RFP.

		Sub-Section:3.5(i)	of the services here under , in accordance with internationally accepted accounting principle	are applicable to us. Further	
14	73	Obligations of the consultant Sub-Section:3.5(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 Employers or the employer, if so required by the employer or the employer as the case may be	We suggest 3.5(ii) to be deleted. Due to confidentiality obligations with other Clients, we do not typically allow inspecting our documents by the Client or its authorized representatives, which may also include external auditors appointed by the Client. At the maximum, we provide the Client time and expense related records in relation to the services	The point is clearly defined in RFP.
15	74	Obligations of the consultant Sub-Section:3.8	Documents prepared by consultants to be the property of the Employer	<p>We do not provide ownership rights over our deliverables to the client. The deliverables are meant for the Client's internal business use only.</p> <p>Accordingly, we suggest the clause to be replaced as follows:</p> <p>On payment of all of Consultant's fees in connection with this Agreement, the Employer ("Client") shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Agreement, any deliverables/report or work product for the purpose for which the deliverables/report or work product were supplied. The Consultant retains all rights in the deliverables/report and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use or develop in connection with this Agreement. Without prejudice to the above the Client shall continue to be owners of the information which belongs to the Client and provided by the Client to the Consultant for the</p>	The point is clearly defined in RFP.

				purpose of this engagement.	
16	74	Obligations of the consultant Sub-Section:3.8	Documents prepared by consultants to be the property of the Employer-If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs and 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 programs concerned	We suggest deletion of highlighted text from this clause due to non applicability	The point is clearly defined in RFP.
17	79	Arbitration Sub-Section:8.2	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....	We suggest changes as follows : A dispute regarding any matter should be decided by a sole arbitrator to be mutually appointed by both the parties.	The point is clearly defined in RFP.
18	80	Adherence to the time schedule Sub-Section:10	Adherence to the time schedule is the essence of the contract and the given timelines have to be strictly followed by the consultant	We need to clarify our work is heavily dependent on timely receipt of information/data etc. to perform the engagement so suggest deletion there of	The point is clearly defined in RFP.
19	80	Misc provisions Sub-Section:v	The contractor/consultant shall at all times indemnify and keep indemnified the employer/GOI against all claims/damages etc for any infringement of any Intellectual property rights (IPR) while providing its services under the project	We usually do not provide any indemnities. Accordingly, we suggest deletion of this clause. or The following provision needs to be added: This indemnity shall not apply in the following cases: (a) the modification of Consultant/Contractor's (Deloitte) deliverables/reports provided under its services by any person other than Deloitte or its personnel (b) Employer's (Client) failure to use any modification to	The point is clearly defined in RFP.

				Deloitte's deliverables/reports provided under its services made available by Deloitte where use of such modification would have avoided the infringement; (c) information, materials instructions or specifications that are themselves infringing which are provided by or on behalf of the Client or which the Client requests or requires Deloitte to use; or (d) the use of Deloitte's deliverables/reports provided under its services in a manner not agreed to hereunder; provided that the Client gives Deloitte written notice of any such claim and sole control over the defense of any such claim	
20	80	Misc provisions Sub-Section:vi	The contractor/consultant shall at all times indemnify and keep indemnified the employer/GOI against any claim in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the contractors /consultants) 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	We usually do not provide any indemnities. Accordingly, we suggest deletion of this clause.	The point is clearly defined in RFP.
21	80	Misc provisions Sub-Section:vii	The contractor/consultant shall at all times indemnify and keep indemnified the employer/GOI against any claimor all claims by Employees, workman, contractors, sub contractors ,suppliers agents,employed engaged or otherwise working for the contractor, in respect of wages, salaries, remuneration, compensation or the like	We usually do not provide any indemnities. Accordingly, we suggest deletion of this clause.	The point is clearly defined in RFP.
22	81	Additional clauses	Additional clauses to be added	We suggest addition of the following clauses in the contract from risk perspective:	RFP is clear in all perspective.

Sub-Section:
ix,x,xi,xii

ix. Employer agrees that the Consultant shall not be liable to Employer for any losses for an aggregate amount in excess of the fees paid by Employer to the Consultant under this Contract.

x. Employer shall indemnify and hold harmless the Contractor/Consultant for all losses and claims arising in connection with any third party claim in relation to or pursuant to the contract or the services.

xi. Employer shall not disclose to any third party the advice, opinions, reports or other work product of the Consultant provided hereunder without the prior express written consent of the Consultant.

xii. If Client is a restricted entity, please add the below clause :-

Employer shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions; (ii) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the services; (iii) evaluating the adequacy and results of the services; (iv) accepting responsibility for the results of the Services; and (v) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

Police Foundation and Institute India

Sl.No.	Page No.	Section	Text from RFP	Query	Reply
1				<p>Time period given to visit and evaluate around 100 police stations including obtaining citizen feedback and performance statistics on various parameters is only 45 days which is totally insufficient as you require at least 2 days per police station and these 100 police stations will be spread across all the 28 States and 9 UTs, involving a lot of travel time. More number of teams will bring in alot of subjectivity. Even for a draft report, only 5 days are given which is totally inadequate. Hence it is requested that the total time period for visits and report submission may be enhanced to 6 months.</p>	<p>Time is the essence of contract and can be achieved. For justified delays there are provisions in RFP.</p>
2				<p>Normally in a QCBS method of evaluation , more weightage is given to technical bid and less to financial bid so as to select the best consultant. However in the present RFP, only 25 percent weightage is kept for technical bid and 75 percent for financial bid ,which you may consider modifying, with at least equal weightage to both bids@50 percent each.</p>	<p>RFP is very clear on this point.</p>
3				<p>Initial selection of 100 police stations is based on only 3 parameters viz. crimes against women, crime against SC/ST and property offences. Ranking a police station only on limited parameters may bring in subjectivities. You may consider widening the scope by including community policing practices and preventive policing or alternatively, States/UTs may be asked to nominate their 3/2/1 best police stations based on predefined criterion (set by MHA).</p>	<p>The scope is wider. The Corrigendum No. 1 to RFP may be seen.</p>

4				<p>4. Total 14 days time given for submitting the technical and financial bids in these days of pandemic is grossly insufficient and must be enhanced to at least 30/45 days, as per Ministry of Finance guidelines, 2006 for selection of consultants.</p> <p>It is requested to issue immediate necessary clarifications / instructions on the above 4 points so as to enable us to participate in the bid.</p>	<p>The time for submission of bid is clearly mentioned in RFP.</p>
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