

Bid Document

Bid Details	
Bid End Date/Time	17-11-2022 13:00:00
Bid Opening Date/Time	17-11-2022 13:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Home Affairs
Department Name	Central Police Organisation
Organisation Name	N/a
Office Name	Delhi Police Headquarters
Item Category	Custom Bid for Services - OUTSOURCING OF AGENCY FOR DESIGN DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER AND CITIZEN CENTRICITY PROGRAMME FOR DELHI POLICE
Contract Period	1 Year(s) 1 Month(s) 10 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	240 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	5 Days
Estimated Bid Value	25000000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	600000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

DCP/P&L
5, RAJPUR ROAD, DELHI-110054
(Dcp/pandl)

Splitting

Bid splitting not applied.

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1666853533.pdf](#)

Instruction To Bidder:[1666853702.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1666853707.pdf](#)

Scope of Work:[1666853712.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1666853718.pdf](#)

Service Level Agreement (SLA):[1666853723.pdf](#)

Payment Terms:[1666853732.pdf](#)

Penalties:[1666853736.pdf](#)

GEM Availability Report (GAR):[1666853746.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
AS PER TENDER DOCUMENT	100	100	View File

Total Minimum Qualifying Marks for Technical Score: 100

QCBS Weightage(Technical:Financial):70:30

Custom Bid For Services - OUTSOURCING OF AGENCY FOR DESIGN DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER AND CITIZEN CENTRICITY PROGRAMME FOR DELHI POLICE (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	OUTSOURCING OF AGENCY FOR DESIGN DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER AND CITIZEN CENTRICITY PROGRAMME FOR DELHI POLICE
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Rajiv Bhardwaj	110054,5 RAJPUR ROAD CIVIL LINES DELHI	1	N/A

Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

3. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of DY. COMMISSIONER OF POLICE/PROVISIONING & LOGISTICS payable at DELHI.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

9. Purchase Preference (Centre)

Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of DY. COMMISSIONER OF POLICE/PROVISIONING & LOGISTICS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

11. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

12. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

INTRODUCTION ABOUT THE PROJECT/SERVICE

This tender is issued by Delhi Police for service contract towards selection of bidder for design, development and implementation of Customer / Citizen Centricity Program for Delhi Police.

The primary objective of this tender is to seek proposals from the bidders, through which, Delhi Police shall select a bidder with capabilities to “Design, develop and implement a Customer/ Citizen Centricity Program for Delhi Police”. The bidder will also develop a module for impact assessment and support any third party which is selected, in carrying out the same.

Delhi Police is looking forward to implement the work as outlined in this tender as per the industry best practices. The tender intends to bring out the details with respect to scope of work that are deemed necessary to share with the interested bidders.

Delhi Police is the largest Metropolitan Police Force in the country having more than 90000 personnel in its ranks. Being the face of the Govt. and catering to more than 02 million people, it faces innumerable challenges on day to day basis. With a view to improve the Police Public Interface, the department endeavors to enhance the soft skills of its personnel through Capacity Building Programmes by roping in reputed agencies known to have delivered excellent results in the field.

The aim of Training of Trainers (TOT) Programme

1. To institutionalize the Brand Delhi Police synonymous with quality and consistent service.
2. Proper response to the difficulties faced by ordinary citizen.
3. Improving quality of service to citizen/communities and proactive response.
4. Building a cycle of positive trust with the ordinary citizen through proper communication, gestures, body language.

The master trainers so trained would further disseminate to knowledge down the line to selected frontline staff comprising of personnel from Districts, Traffic & CPCER numbering around 35-40 thousand are targeted in the initial phase.

-sd-

**DY. COMMISSIONER OF POLICE
PROV. & LOGISTICS : DELHI**

SCOPE OF WORK, DELIVERABLES AND PROJECT TIMELINES

A. SCOPE OF WORK

1. The scope of this project includes the design, development, delivery/deployment and satisfactory implementation of a Customer/ Citizen Centricity project, for the employees of Delhi Police. The bidder will also develop an impact assessment module and assist the Delhi Police in carrying out the Impact assessment of this project. The exercise aims to achieve citizen-centricity in the delivery of services to improve the responsiveness and quality of services delivered to citizens and build trust in them.
2. For the success of this project, the selected bidder will carry out:
 - i. Design and development of an effective and result oriented capacity building program that will help frontline staff adopt customer centric mindsets / behaviors.
 - ii. Provide the necessary capacity transfer and support services that will enable Delhi Police's trainers to deliver the programs seamlessly and effectively.
 - iii. Digital version of citizen centricity program should be handed over to Delhi Police and should be such that they are compatible for upload on the iGot platform of Government of India. The successful bidder shall help to upload the created content on iGot.
 - iv. Design & development of an impact assessment module consisting of baseline, and end line studies for frontline staff. Thereafter, support the impact assessment study to be done by a third-Party impact assessment agency/suitable evaluation committee or any other suitable party as decided by Delhi Police.
 - v. Design and development of a mobile application for sustainability of the initiative.

B DELIVERABLES

The bidder shall deliver the below-listed deliverables to Delhi Police as part of an assurance to fulfill the obligations under the contract of this tender. The List of the deliverables given below may not be exhaustive and the Bidder is responsible to provide all those deliverables which may be specified in this tender but not listed here and those proposed by the bidder in their proposal in response to this tender.

- i. Report based on analysis of Survey Results and customer complaints data provided by Delhi Police and the primary research conducted by the bidder.
- ii. Development of the program modules for the identified staff aimed at customer centricity cum mindset change duly taking into account the inputs from the survey results and report thereon. The programme content, relevant documents and relevant MIS reports shall be submitted to Delhi Police. The content should be made available in Hindi and English for this training. Where physical materials need to be used in the face-to-face interactions, the digital copy of the materials will be provided to Delhi Police for replication by Delhi Police as per its requirement.
- iii. The bidder shall help in the selection and capacity building of 500 trainers (through a 5-day program). The bidder should also continually monitor and support these trainers in the effective delivery of the programme to the participants, within the given time

frame. This will include analytics and data support to Delhi Police to track quality of delivery, assessment & certification of trainers, and support for continuous improvement.

- iv. The program will be delivered to field staff by the trainers selected from the Delhi Police personnel.
- v. Assessment of each target staff and their certification through appropriate digital means.
- vi. Design & develop an impact assessment model/module consisting of baseline and end line studies for target staff. Thereafter, support the impact assessment study to be done by a third-Party impact assessment agency/suitable evaluation committee or any other suitable party as decided by Delhi Police.
- vii. Design and development of a mobile application for sustainability of the initiative

Deliverable Sign-off

The bidder, where requested, shall explain the deliverables to Delhi Police and provide clarifications to their queries. All the responsibilities with respect to the requirements in the tender or the Delhi Police's processes will be the responsibility of the bidder. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the Bidder without any additional cost to Delhi Police.

Note: 1. The deliverables or modules (to be implemented as part of solution which have been listed) are more of a reflection of the areas to be addressed rather than the specific deliverables or modules to be implemented as part of Solution. So, the bidder is required to make an assessment of the deliverables/modules to be designed within the proposed Solution, as detailed in scope of work. However, any changes to the assumptions of the bidder in terms of the deliverable/modules, as long as the processes remain the same will not be treated as a change in scope.

- 2. The work plan that the bidder shall submit as part of the bid documents, shall clearly lay down how the bidder proposes to design, develop and implement the required solution under the scope of work laid down in Chapter 2 of this tender document, elucidating his approach to the above listed deliverables.

C) PROJECT TIMELINES AND IMPLEMENTATION FRAMEWORK

- 1. **Phases of implementation:** The implementation of this project is comprehensively divided into 4 phases. These phases may run sequentially or simultaneously, depending on their interdependencies.

1.1. Research Phase:

- (a) Analysis of customer surveys already carried out by Delhi Police, and customer complaints
- (b) Independent survey on typical interactions and flashpoint faced with different types of customers and situations
- (c) Independent study of attitudes to work, and mental factors shaping those attitudes among target group.

The activity is to be carried out **within 40 days** from date of issue of Letter Of Acceptance (LOA) by Delhi Police.

1.2. **Design and development Phase:** The design and development of the module of citizen / customer centricity programs, aimed at Customer Centricity and Mindset Change. The bidder shall deliver the list of modules/ deliverables that it deems should be part of the solution and their design, implementation, and deployment timeline in their detailed work plan. The content should be available in English and Hindi. Design and development of the course content is to be carried out **within 90days** from date of issue of Letter of Acceptance (LOA) by Delhi Police.

1.3. **Deployment Phase:** The bidder shall help in the selection and capacity building of 500 trainers (through a 5-day program). The bidder should also continually monitor and support these trainers in the effective delivery of the programme to the participants, within the given time frame. This will include analytics and data support to Delhi Police to track quality of delivery, assessment & certification of trainers, and support for continuous improvement.

The deployment phase is expected to be completed in a **90 day** period.

1.4. **Impact Assessment:** The bidder will design & develop an impact assessment model frontline Delhi Police staff. Thereafter, the bidder shall support the impact assessment study to be done by a third-Party impact assessment agency/suitable evaluation committee or any other suitable party as decided by Delhi Police. The impact assessment design & development will be completed within **90 days** from the date of issue of Letter of Acceptance (LOA) by Delhi Police

1.5. **Sustainability Phase:** Design and development of a mobile application for sustainability of the initiative will be completed within **90 days**.

1.6. **iGot:** A version of the program must also be uploaded on the iGot platform of the Govt. of India for future use, in the same period.

Bidder to design a roadmap for the above phases in consultation with Delhi Police to ensure that the above timeline is met.

Identification and designation of a core team of personnel for the entire duration of the project :

1. The core team personnel shall mean those resources having authority and responsibility for planning, directing and controlling the activities related to design, development, implementation, operating and managing various functionalities of Customer / Citizen Centricity Program.
2. No Core team member or Key Personnel shall be changed without the prior written consent of `unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc. In the event of such unavoidable circumstances, the outgoing personnel will be replaced by the bidder with personnel of same or better profile.
3. In case Delhi Police request that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
4. The bidder shall ensure to deploy “the right mix and required number of resources” that will be required to “deliver as per the timelines & Scope of work “as defined in this tender. However, the bidder must provide mandatorily, for a core team of personnel wherein each core team member shall have a clearly demarcated role in the project. The minimum constitution of the core team, along with the required minimum qualification and experience of each core team member is given below:

SN	Role	Brief Responsibility	Minimum Qualification & Experience
1.	Project Director at the level of Partner/ Director (Overall Team Lead)	Guide and advise Delhi Police about the progress of the project, potential bottlenecks and of ways to address them	<ul style="list-style-type: none"> • Post Graduate/Masters' degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. • 25 Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management • Involved in at least three mindset change and capacity building projects
2.	Project Manager cum Client Engagement Lead	<ul style="list-style-type: none"> • Oversee and supervise the tasks carried out by the team • Coordinate with Delhi Police Officials/ other stakeholders to ensure the activities are undertaken as planned • Intervention Design - Prepare detailed implementation roadmap and update it as required • Project Planning & Resourcing - Guide and advise Delhi Police about the progress of the project, potential bottlenecks and of ways to address them • Contract Management Ensure that all activities are aligned to relevant guidelines and are executed as per the timelines agreed 	<ul style="list-style-type: none"> • Post Graduate/Masters' degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. • 20+ Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management • Experience as Project/Program Manager in at least three Capacity Building/Change Management projects
3	Mindset and behaviour change expert	Ensure that the mind set behaviour challenges associated with Citizen Centricity well understood and appropriate solution development	Doctorates in social sciences (preferred) in 10 years of work experience and involved in at least three mindset/ behaviour change projects

4	Learning and Content Lead	<ul style="list-style-type: none"> • Shall be responsible for leading the Learning solutions and Content design • Some of the deliverables that would be the responsibility of Learning and Content Lead are <ul style="list-style-type: none"> • Learning Architecture • Program Design • Class Engagement Toolkits • Media Products • Digital Learning Products • Rapid Prototyping 	<ul style="list-style-type: none"> • 15+ Years of Total experience in consulting/ advisory assignments as part of Learning and content • 10+ years of relevant experience as Learning and Content Lead in Change Management/ Mindset Change project • Experience as Lead Learning and Content Design in at least three Capacity Building/Mindset Change projects.
5	Technology & Analytics Enablement Lead	<p>The responsibilities would include</p> <ul style="list-style-type: none"> • Intervention Analytics • Audits • Digital Tools • User Engagement Design • Technology Design & Architecture • Prototyping & Testing • Ongoing Support 	<ul style="list-style-type: none"> • B.E. / B. Tech in any discipline • 10+ Years of Total experience in Technology Design & Architecture, Deployment and Testing • 5+ years of relevant experience in analytics/business intelligence role • Experience as Technology & Analytics Enablement Lead in at least three technology driven interventions

- The bidder must furnish the undertaking on Personnel, as per Annexure X of this tender document.
- The bidder must furnish the CVs of the core team members as per format given in Annexure VII.

TECHNICAL EVALUATION CRITERIA

The Point system for evaluation of Technical Bids will be as under:-

S.N	Evaluation Criteria	Documents to be submitted	Max. Marks	Scoring criteria	Marks to be awarded
1.	No. of years the bidder has been in the field of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/Mindset Change cum Customer Centricity, using IT platforms.	Certificate of Registration of Legal Entity.	10 Marks	More than 10 years but less than or equal to 15 years	5
				More than 15 years	10
2.	Qualification of the Overall Project Team Lead	CV, as per Annexure VII of the Tender document	10 Marks	If qualification is same or more than mentioned in Chapter IV of the Tender Document, as specified for overall Project Team Lead	10
3.	Value (in INR) of Capacity Building/ Change Management/ / Organizational Transformation/ Mindset Change cum Customer Centricity project using IT platforms executed in Central Government/ State Government/ Public Listed Companies/ PSU/ Other Govt Institutions.	Copy of Work Order/contract AND client letter for satisfactory completion of project`	20 Marks	1 project of Rs 3 Crores or less	10
				1 project of value more than Rs 3 crores but less than or equal to Rs 5 crores	15
				1 project of value equal to or more than Rs 5 crores.	20

4.	No. of completed projects on Capacity Building/ Change Management/Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity using IT platforms for a Government or public sector organization/Public listed company/ PSU/ Other Govt Institutions <u>for at least 50,000 participants.</u>	Copy of Work Order/contract AND client letter for satisfactory completion of project	20 Marks	Training at least 50,000 staff in a single project	20
				Training an aggregate of at least 50,000 participants in 2 projects	15
				Training of an aggregate of at least 50,000 participants in 3 or more projects	10
5.	<p>Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation covering the following:</p> <p>(a) Project appreciation and understanding</p> <p>(b) Project approach and methodology</p> <p>(c) Duties and responsibilities of the Team Leader and other key personnel</p> <p>(d) Work plan and manning schedule</p>	Relevant documentation as submitted with the bid	<p>20 Marks (Total)</p> <p>Break-up</p> <p>5Marks</p> <p>5 Marks</p> <p>5 Marks</p> <p>5 Marks</p>	<p>For each of the sub-items.</p> <p>Poor-1</p> <p>Average-2</p> <p>Good-3</p> <p>V. Good-4</p> <p>Excellent-5</p>	<p>Sum of the marks awarded for each sub-item</p> <p>(20)</p>
6.	Aggregate financial turnover in the last three Financial Year	Audited balance sheets of the last three financial years (i.e. 2019-20, 2020-	20 Marks	More than 15 Crore.	20
				More than 10 Crore but less than or equal to 15 Crore.	15

		21 & 2021-2022) certified by the CA.*		More than 5 Crore but less than or equal to 10 Crore.	10
				Equal to 2.40 Cr. But less than or equal to 5 Crore.	5
	Total		100 Marks		

Note: Works done for Central Government/ State Government/ Public Listed Companies/ PSU/ Other Government Institutions shall be accepted.

CONDITIONS OF THE CONTRACT

1. AWARD OF CONTRACT:

- i. Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 7 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- ii. At the time of the placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring alongwith him, the power of attorney, the contract performance bank guarantee and common seal etc. for signing the contract. The contract will include all the discussed agreements between the Delhi Police and the successful bidder. The draft Agreement (MSA) is provided in Chapter-VI of this tender document.

2. CONTRACT PERFORMANCE BANK GUARANTEE:

- (i) The Successful Bidder(s) shall be required to furnish **Contract Performance Security for 3%** of the value of the Contract Price, within 14 days of award of Contract. Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bond, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including guarantee/warranty obligations. No representation in this regard will be entertained. The above mentioned 3% Performance Security Money will be applicable upto 31.03.2023 in pursuance of Min. of Finance, Department of Expenditure, GOI's OM dated 30.12.2021. In case, any amendment issued by Govt. in this regard within the currency of contract, the percentage of PBGG at appropriate value as per Govt. of India decision shall be applicable. The performance Security shall bear no interest No representation in this regard will be entertained.
- (ii) The Contract Performance Security will be in the name of the **Deputy Commissioner of Police (Prov. & Logistics)**, Delhi Police, 5, Rajpur Road, Delhi-110054.
- (iii) The Contract Performance Security should be valid for a period of **01 (One) Year** from the date of award of the Contract.
- (iv) Performance bank guarantee would be returned in original to successful bidder, only after successful execution of the work order in all its entirety and obligations and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the work order.
- (v) All expenses, commissions and interests related to issuance and surrendering of the performance guarantee, accrued to the bank, shall be at the sole cost of the bidder
- (vi) The firm whose rates are accepted will have to deposit a stamp paper worth Rs. 100/- for signing the agreement.

3. TIME PERIOD OF THE PROJECT

The time allowed for carrying out the work will be fixed as per the timelines provided in Chapter 4 of this tender document. No extension of time, beyond the stipulated time of the completion of the work will be allowed, except with prior approval of the Delhi Police, in writing.

4. EVALUATION OF WORK

- i. From time to time during the progress of the work, all evaluations would be carried-out by the Delhi Police or their authorized representatives. Such evaluations shall be signed and dated by the Delhi Police or their representatives in token of their acceptance.
- ii. If the Firm objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.
- iii. If for any reason, the representatives of Firm are not available and the work of evaluation is suspended by the Delhi Police, the Delhi Police shall not entertain any claim from the Firm or any loss or damages on this account.
- iv. If the authorized representatives of the Firm do not remain present at the time of such evaluations despite the Firm has been given a notice in writing 3 (three) days in advance or the Firm fails to counter-sign or to record objection within a week from the date of the evaluation, then such evaluations recorded by the Delhi Police or its Authorized representatives shall be deemed to be accepted by the Firm.
- v. The Firm, without extra charge, shall provide all assistance with every appliance, labour and other things necessary for evaluation of work.

5. CONFLICT IN SPECIFICATIONS

In case of any conflict observed by the Firm in requirements/deliverables during the implementation of the project, the Firm shall notify the same to the Delhi Police. In this regard, decision of the Delhi Police will be final and binding on the bidder.

6. WORKING SCHEDULE

- i. The resources to be deployed by the Firm for the Project can work off-site as well, depending upon the resource deployment plan mutually agreed between the Firm and the Delhi Police.
- ii. If working on-site, the schedule would be as follows:
 - Weekday (Monday to Friday): 09:00 AM TO 6:00 PM (Permission for extended hours may be sought, if required).
 - Weekend (Saturday and Sunday) or Delhi Police Holidays: Work site will be available round the clock for work, if required.

7. TIME SCHEDULE AND PROGRESS

- i. Firm shall mobilize and employ sufficient resources for completion of the project as per the required timelines. No additional payment will be made to the Firm for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Delhi Police.

ii. Firm shall adhere to the following Reporting and Monitoring mechanism:

Monitoring activity	Description		Activity Frequency
1.Project Review Meeting	a. b. c.	The review meeting shall be held between representatives from the Delhi Police, and the Firm. The purpose of these meetings would be to review project progress vis-à-vis the work plan, identifying roadblocks and ensuring resolution of identified issues / challenges, if any. Further, they shall ensure completion of Project as per Scope of Work.	Weekly, or as may be notified by the Delhi Police
2.Project Review Report	a. b.	The Firm would be required to report on the status of the various milestones, deliverables, activities etc. The report would be required to reflect on project progress vis-à-vis the work plan, any roadblocks being faced by the Firm, proposed actions for resolution of identified issues / challenges, dependencies on the Firm and the Delhi Police, etc.	Weekly/ Monthly/ Quarterly, or as may be notified by the Delhi Police

iii. In addition to Point 2 above, the Delhi Police may request for any other Project related reports / information / data from the Firm. The Firm shall not unreasonably reject such request from the Delhi Police.

8. **CONFLICT OF INTEREST**

The Agency is required to provide professional, objective and impartial advice and at all times hold the DELHI POLICE's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

Without limitation on the generality of the foregoing, agency and any of its affiliates shall be considered to have a conflict of interest under any of the circumstances set forth below:

- i. **Conflicting Activities:** An Agency or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- ii. **Conflicting Assignment/job:** An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.
- iii. **Conflicting Relationships:** An Agency that has a business or family relationship with a member of the DELHI POLICE staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the

DELHI POLICE throughout the selection process and the execution of the Contract.

The Agency has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of DELHI POLICE, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to DELHI POLICE, immediately. If the Agency fails to disclose such situations and if the DELHI POLICE comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

9. **PAYMENT SCHEDULE AND MILESTONES** : The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows :-

S. N	Milestone	Payment	Payment Criteria
1	Analysis of surveys Conducted by Delhi Police, customer complaint data and primary research	15% of quoted Total Contract Value	Sign-off from the Delhi Police on the submitted Report
2	Design and development of the Customer / Citizen Centricity Program	25% of quoted Total Contract Value	Sign-off from the Delhi Police on the design and development of the Customer/ Citizen Centricity program.
3	Design and development of a mobile application for sustainability of the initiative	20% of quoted Total Contract Value	Sign-off from the Delhi Police on the completion of design and development of mobile application.
4	Enabling Rollout of the intervention – I (Deployment)	15% of quoted Total Contract Value	50% of the scheduled no. of training sessions (first 45 days of rollout)
5	Enabling Rollout of the intervention - II (Deployment)	15% of quoted Total Contract Value	Balance 50% of the scheduled no. of training sessions (balance 45 days of rollout)
6	Support the Impact Assessment of the intervention	10% of quoted Total Contract Value	Delhi Polices plans to deploy an independent agency/committee to conduct an impact assessment of the intervention. Document evidencing completion of the design and capacity transfer to implementing agency of the impact assessment study.

- (i) No advance payment shall be made on any ground whatsoever and no request for increase in the rates will be entertained during the period of contract.

- (ii) Payment shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/work order. Further all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and any other taxes.
- (iii) Payment shall be made in Indian Rupees only.

10. **DELAY IN THE SUPPLIERS PERFORMANCE:**

Delivery of the Items and related services including Warranty and Post Warranty Services shall be made by the Supplier in accordance with the timelines specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages and thereafter, upon reaching the maximum deduction set out therein, to termination for default accompanied by forfeiture of Performance Security Money.

11. **LIQUIDATED DAMAGES (LD):**

- i. In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 0.5% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency
- ii. Alternatively, Delhi Police reserves the right to get the services delivered from elsewhere at the sole risk and cost of Firm and recover all such extra costs incurred by Delhi Police in procuring the services from the resources available including encashment of PBG or any other sources etc. Alternatively, Delhi Police may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above by Delhi Police team (including any top up research that may be required)
- iii. If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the DELHI POLICE may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

12. **AMENDMENT OF RFP**

- i. At any time prior to the deadline for submission of bids, DELHI POLICE, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by issuing amendment(s) by way of issuing an addendum/corrigendum in writing or by announcing it through its website.
- ii. The addendum/corrigendum shall be binding on all the Agencies.
- iii. Any amendment(s)/modification(s) shall be uploaded and published on GeM Portal and these will be binding on the prospective bidders.
- iv. In order to allow eligible bidders a reasonable time to take the amendment into account in preparing their bids, DELHI POLICE, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on the GeM Portal.
- v. Responsibility for checking of any amendments/changes made to the bid,

corrigendum issued as well as any related notices published on GeM Portal shall rest solely with the bidder. DELHI POLICE shall in no way be held responsible for non-intimation of the same to the respective bidders.

13. If the bidder fails to complete the work within the stipulated period, the Purchaser reserves the right to get the work completed from open market and difference of bill, if any, will be recovered from the bills of the bidder.
14. **FORCE MAJEURE:**
 - i. For the purpose of this contract, 'Force Majeure' means an event which is beyond the reasonable control of either of the party.
 - ii. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms 'Force Majeure' as implied here in shall mean acts of God, War, Civil riots, Fire directly affecting the performance of the contract, floods and acts and regulations of respective Government of the two parties, namely the organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.
 - iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
15. **WAIVER:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
16. **ASSIGNABILITY :** Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
17. **SEVERABILITY:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
18. **GOVERNING LAW:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.
19. **INDEMNIFICATION**
 - (i) Agency shall at times indemnify and keep DELHI POLICE indemnified against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.

- (ii) Agency shall at all times indemnify and keep DELHI POLICE indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- (iii) Agency shall at all times indemnify and keep DELHI POLICE indemnified against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.
- (iv) All claims regarding indemnity shall survive the termination or expiry of the contract.
- (v) Instructions/order/amendment issued by Government of India time to time, with regard to provisions of the Procurement Policy, General Financial Rules (GFR), DFPR etc. shall be strictly adhered and bidders are bound to comply/accept the same.

20 **TERMINATION FOR DEFAULT**

- a) The Purchaser may without prejudice to any other remedy for breach of Contract, by Ten (10) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
 - i. If the Supplier fails to deliver any or all of the Stores/Services within the time period(s) specified in the Contract; or
 - ii. If the Supplier fails to perform any other obligation(s) under the Contract.
- b) On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- b) On termination of the Contract for default, action will be taken to black list the Supplier.

21. **TERMINATION FOR INSOLVENCY:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

22. **TERMINATION FOR CONVENIENCE:**

- (i) The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- (ii) Competent authority reserves the right to terminate or recall the tender at any time/stage due to administrative reason.

23. **AGENCY CODE OF CONDUCT & BUSINESS ETHICS**

- (i) **Bribery and corruption:** Agency are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.
- (ii) **Integrity, indemnity & limitation:** Agency shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the DELHI POLICE. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the DELHI POLICE. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the DELHI POLICE or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the DELHI POLICE on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

24. **RESOLUTION OF DISPUTES:** All disputes arising out of or in connection with the agreement/contract shall be attempted to be settled through good-faith negotiation between senior management of both parties, failing which it shall be subject to the extant laws of the Republic of India and to the jurisdiction of court(s) of Delhi.

- (i) If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other party in writing.
- (ii) The place of the arbitration shall be New Delhi, India.
- (iii) The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- (iv) The proceedings of arbitration shall be in standard official Indian English language.
- (v) Informal Dispute Resolution: The parties agree to attempt to resolve all disputes arising under the agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
- (vi) Formal Dispute Resolution: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act of 1996 as amended from time to time and the award made in pursuance thereof shall be binding on the parties.

25. **INTELLECTUAL PROPERTY RIGHTS**

- (i) Prior to the commencement of each project, "BIDDER/SERVICE PROVIDER/CONTRACTOR" shall specify the ownership held by "BIDDER/SERVICE PROVIDER/CONTRACTOR" or any third party, of the material used or to be used in the deliverables and services. "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants DELHI POLICE right to use over such rights to the extent they are incorporated in the deliverables and services.
- (ii) All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of "BIDDER/SERVICE PROVIDER/CONTRACTOR". "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants to DELHI POLICE an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.
- (iii) DELHI POLICE shall not take any action that jeopardizes such proprietary rights of "BIDDER/SERVICE PROVIDER/CONTRACTOR" or acquire any right to any work produced by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement

26. **MERGERS & ACQUISITIONS**

In case of mergers and acquisitions of bidder/service provider/contractor Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

27. **GOVERNING LANGUAGE**

All correspondence and other documents to be exchanged by the parties shall be written in Standard Official Indian English language. The version written in English language shall govern its interpretation.

28. **CHANGES IN LAW**

In the event of any change in law, that affects the performance of the contractor, the contractor may be given the benefit or burden resulting from such change in law, if the competent authority in DELHI POLICE wished to do so.

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DY. COMMISSIONER OF POLICE
PROV. & LOGISTICS : DELHI

CHAPTER-I

INSTRUCTIONS TO BIDDERS

1. General:

- (i) Online e-bids are invited through GeM Portal for “ **Outsource of an agency for Design, Development and Implementation of Customer/Citizen Centricity Programme for Delhi Police** ” (hereinafter referred to interchangeably as the “Equipments” or the “Items” or the “Goods” or the “Stores” or the “System”) as per the Scope of work of this document.
- (ii) Bidders are advised to study the tender document carefully and thoroughly. Online submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- (iii) It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract. No request for the change of price shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser. Before the submission of the bid, the bidder is advised to visit the respective Delhi Police Office location(s), its surroundings to assess and satisfy themselves about the local conditions and to gather any other relevant information as required by them to submit the comprehensive proposal. Bidders are encouraged to visit the premises of the Delhi Police Office(s) after seeking prior appointment from the relevant competent authority.
- (iv) The Purchase committee with the approval of competent authority reserves the right to relax any terms & conditions in the Govt. interest.
- (v) Conditional /option bid will not to be entertained and summarily rejected.
- (vi) Only online bids will be accepted. No physical bids will be accepted.
- (vii) The competent authority reserves the right to terminate/recall the tender at any stage due to administrative reasons.
- (viii) The tender will be rejected straightway without assigning any reasons, if the firm/company or their owners/partners/directors etc. involves in any Criminal Case.
- (ix) Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- (x) In case of any issue of clarification on the interpretation of clause(s) arises, then the decision/interpretation of department (Delhi Police) shall be final and binding on the bidding firms. No further request in this regard will be entertained.

2. Schedule and Critical dates of tender:

S. No.	Event	Date
1.	Uploading of RFP in GeM Portal (through Custom Bid)	
2	Start date of Bid-submission	
3	Last date of Bid submission	
4	Opening of Technical Bids	

Note:- Financial bids of only those Agencies which are declared technically qualified shall be opened on the specified date and time for which information will be provided.

- Bidders are required to upload their Technical and Financial Bids on GeM Portal. Bidder shall be responsible for registering their company at GeM Portal.
- Delhi Police reserves the right to amend the RFP, tentative schedule and critical dates etc. It is the sole responsibility of prospective bidders to go through GeM Portal from time to time for any updated information.

3. **ELIGIBILITY CRITERIA**

Since the requirements of Delhi Police are unique, it intends to consider only those bidders who have the capability and competency, in terms of understanding and experience of working with government, technical strengths and financial stability to design, develop and implement the program. Therefore, the bidder must meet the following Eligibility criteria:

(A) Technical Eligibility criteria:

S.N	Criteria	Document to be submitted
1.	The bidder should be registered under the Companies Act, 2013, and the bidder should be an established Professional Management/ Consultancy Bidder and in existence for at least 10 years (as on 31st March, 2022).	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation (Col) issued by Registrar of Companies countersigned by authorized signatory of the Bidder. • The Memorandum of Association (MOA) and Articles of Association (AOA) of the Company.
2.	Permanent Account Number (PAN) of the bidder from Income Tax authorities.	<ul style="list-style-type: none"> • Copy of PAN card of the bidder countersigned by authorized signatory of the Bidder.
3.	The bidder shall have valid GSTIN registration certificate.	<ul style="list-style-type: none"> • Copy of the GSTIN registration certificate countersigned by authorized signatory of the Bidder. • Copy of GST return of last quarter/year.
4.	A valid Power of Attorney (POA)	<ul style="list-style-type: none"> • The POA should be issued by the competent authority, under his/her stamp and signatures to the authorized signatory on a nonjudicial stamp paper of Rs 100/-, duly notarized. (Annexure VIII) • The resolution of the Board of Directors MUST be submitted to show that the authority issuing the POA was competent to do so at the time of issue.

5.	The bidder should have minimum 15 professional employees on its payroll in Consultancy and related Services such as Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity (as on 31st March 2022).	•Certificate from the authorized HR person of the Bidder as per the Format given in Annexure-V of this tender document.
6.	The Bidder shall not be under a declaration of ineligibility/ banned/ blacklisted/ debarred by any State/ Central Government/ PSU/ any other Government institutions in India for corrupt or fraudulent practices or for non-performance as on last date of submission of the Bid.	•A self-declaration letter signed by the authorized signatory of the Bidder as per the Format provided in Annexure-VI of this tender document.
7.	<p>The bidder should have the experience of successfully completion of “Similar Works” in the last four previous financial years and the current financial year upto the date of opening of the tender, should be either of the following:-</p> <ul style="list-style-type: none"> • Three similar completed works costing not less than Rs. 1.20 Cr., Or • Two similar completed works costing not less than Rs. 1.5 Cr., Or • One similar completed work costing not less than Rs. 2.40 Cr.. <p>** Similar Works means any contract of “Capacity Building/ Change Management/ / Organizational Transformation/ Mindset Change cum Customer Centricity project using IT platforms in India”</p> <p>Bidder must have successfully completed these projects with Central/State Government/Government Departments/PSUs in India.</p>	<ul style="list-style-type: none"> • Copy of Work order/Contract AND • Certificate from Client regarding completion/ ongoing service contract showing satisfactory performance.

(B) Financial Eligibility Criteria-

a	Turnover	The bidder should have annual average turnover of at least 2.40 Crore during the last three financial years i.e. 2019-20, 2020-21 & 2021-22.	<ul style="list-style-type: none"> • Certification from a Chartered Accountant (CA)/ Annual Audited Balance Sheet for the financial years 2019-20, 2020-21 & 2021-22. .
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b	Networth	The bidder should have positive networth in last three financial years i.e. 2019-20, 2020-21 & 2021-22.	<ul style="list-style-type: none"> CA Certificate/ Annual Audited Balance Sheet for the financial years 2019-20, 2020-21 & 2021-22. clearly indicating profit and loss statement.
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4. **TECHNICAL EVALUATION CRITERIA**

The Point system for evaluation of Technical Bids will be as under:-

S.N	Evaluation Criteria	Documents to be submitted	Max. Marks	Scoring criteria	Marks to be awarded
1.	No. of years the bidder has been in the field of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/Mindset Change cum Customer Centricity, using IT platforms.	Certificate of Registration of Legal Entity.	10 Marks	More than 10 years but less than or equal to 15 years	5
				More than 15 years	10
2.	Qualification of the Overall Project Team Lead	CV, as per Annexure VII of the Tender document	10 Marks	If qualification is same or more than mentioned in Chapter IV of the Tender Document, as specified for overall Project Team Lead	10
3.	Value (in INR) of Capacity Building/ Change Management/ / Organizational Transformation/ Mindset Change cum Customer Centricity project using IT platforms executed in Central Government/ State Government/ Public Listed Companies/ PSU/ Other Govt Institutions.	Copy of Work Order/contract AND client letter for satisfactory completion of project`	20 Marks	1 project of Rs 3 Crores or less	10
				1 project of value more than Rs 3 crores but less than or equal to Rs 5 crores	15

				1 project of value equal to or more than Rs 5 crores.	20
4.	No. of completed projects on Capacity Building/ Change Management/Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity using IT platforms for a Government or public sector organization/Public listed company/ PSU/ Other Govt Institutions <u>for at least 50,000 participants.</u>	Copy of Work Order/contract AND client letter for satisfactory completion of project	20 Marks	Training at least 50,000 staff in a single project	20
				Training an aggregate of at least 50,000 participants in 2 projects	15
				Training of an aggregate of at least 50,000 participants in 3 or more projects	10
5.	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation covering the following: (a) Project appreciation and understanding (b) Project approach and methodology (c) Duties and responsibilities of the Team Leader and other key personnel (d) Work plan and manning schedule	Relevant documentation as submitted with the bid	20 Marks (Total) Break-up 5Marks 5 Marks 5 Marks 5 Marks	For each of the sub-items. Poor-1 Average-2 Good-3 V. Good-4 Excellent-5	Sum of the marks awarded for each sub-item (20)
6.	Aggregate financial turnover in the last three Financial Year	Audited balance sheets of the last three financial years (i.e. 2019-20, 2020-	20 Marks	More than 15 Crore.	20
				More than 10 Crore but less than or equal to 15 Crore.	15

		21 & 2021-2022) certified by the CA.*		More than 5 Crore but less than or equal to 10 Crore.	10
				Equal to 2.40 Cr. But less than or equal to 5 Crore.	5
	Total		100 Marks		

Note: Works done for Central Government/ State Government/ Public Listed Companies/ PSU/ Other Government Institutions shall be accepted.

5. **BID SECURITY (EARNEST MONEY):**

- i. The bidders registered with Micro and Small Enterprises (MSEs) as defined in MSE procurement policy and issued by Department of Micro, Small and Medium Enterprises (MSME)/NSIC or Start ups as recognized by Department of Industrial Policy & Promotion (DIPP) exclusively for the requisite item(s) is exempted from Bid Security. However the bidders have to submit scanned copy of the valid Registration Certificate with the technical bid of the tender to avail this exemption. The original document projected for application exemption can be verified/checked.
- ii. The bidders except those who registered with Micro and Small Enterprises (MSEs) as defined in MSE procurement policy and issued by Department of Micro, Small and Medium Enterprises (MSME)/NSIC or Start ups exclusively for the requisite item/services, shall be uploaded scanned copy of Earnest Money Deposit (EMD) of Rs.6,00,000/- (Rs. Six Lakh Eighty Only) in the prescribed column alongwith the Technical Bid of Tender. The E.M.D. shall be in the shape of A/C Payee Demand Draft in favour of Dy. Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi payable at Delhi. The EMD can also be submitted either in the shape of FDR, Banker's cheque, Bank Guarantee or Insurance Bond. No tender will be accepted without requisite E.M.D. No interest will be given on E.M.D. The EMD should be valid for Forty Five days beyond bid validity. The original DD/Bankers Cheque/FDR/BG/Insurance Bond i.e. EMD shall be submitted by the bidder within 5 days of bid opening of Technical bid of Tender at CSA Branch, Office of Dy. Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi-110054.
- iii. In case of unsuccessful bidder, earnest money/bid security will be refunded to the unsuccessful bidder without any accrued interest. The EMD of the successful bidder will be returned after the successful bidder has signed the draft Agreement and has submitted the required Performance Bank Guarantee.

6. **PERIOD OF VALIDITY OF BIDS:**

- i. Bid shall remain valid for a period of 180 days, from the due date of bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.
- ii. In exceptional circumstances, DELHI POLICE may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be

made in writing. The bid security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

7. REGISTRATION WITH G.S.T. DEPARTMENT:

- (i) The bidders should be registered with the G.S.T. Department and they shall furnish scanned copies of the registration certificate with their Technical Bid.
- (ii) The bidders shall also furnish a copy of latest GST deposit receipt/challan/return with their Technical Bid.

8. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.

9. RIGHT TO VARY QUANTITIES, QUANTUM/SCOPE OF WORK:-

- i. DELHI POLICE reserves the right to increase or decrease, on need base basis, the requirements and duration of services originally specified in the tender document at the time of award or subsequently during execution of the project.
- ii. DELHI POLICE shall have the right to increase/decrease the Quantum/Scope of Work by up to 25% of the total requirement, without any change in the unit price or other terms and conditions at the same time of award of contract or during the operation of contract.
- iii. DELHI POLICE reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close/cancel/withdraw the tender without assigning any reason whatsoever.

10 AUTHENTICITY OF THE INFORMATION AND RIGHT OF VERIFICATION

- i. Delhi Police reserves the right to verify all statements, information and documents submitted by the bidder in response to this tender for the purpose of Technical evaluation.
- ii. In case it is found at any time that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal, the following provisions will apply before the Award of the contract:
 - The bid will be out rightly rejected.
 - The EMD will be forfeited.
 - After the Award of the contract:
 - The agreement will be terminated.
 - PBG will be forfeited.
 - The bidder will be blacklisted and appropriate penal and legal action will be initiated against such bidder.

11. RIGHTS TO THE CONTENT OF THE PROPOSAL

All the bids and accompanying documentation submitted as bids against this tender will become the property of the Delhi Police. Delhi Police is not restricted in their rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. Delhi Police shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. Delhi Police have the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation with adequate protection of the confidentiality information of the bidder.

12. CLARIFICATIONS ON BID

- i. During the bid evaluation process, Delhi Police, at their discretion, may ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Any of the clarifications submitted by the Bidder on the Technical proposal should not have any commercial implications. If there is any such disclosure of commercial information in the clarification offered, it shall lead to rejection of the bid.
- ii. If the bidder fails to respond within the stipulated time frame, Delhi Police reserves the right to make assumptions on the Technical proposal submitted by the bidder and if such assumptions lead to disqualification of the Technical proposal, Delhi Police will not be accountable for these omissions.
- iii. The responses by the bidders to the queries raised by Delhi Police will be treated as part of the proposal by the respective bidders.
- iv. If the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement for implementation between successful bidder and Delhi Police.

13. TERMS AND CONDITIONS FOR TENDERING FIRM:

- i. Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- ii. Bidder must submit (as per Annexure-VIII) a statement confirming the authority of the authorized representatives (s) of the bidder and a notarized power of attorney to act in all matters concerning the delivery of the Project.
- iii. Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
- iv. All information contained in the RFP document, or provided in subsequent discussion or disclosures, is '**Proprietary and Confidential**'. Bidders are expressly restrained from sharing any information with any other organization/agency.
- v. The Agency selected will not use its name, logo or any other information/publicity on content published on digital platforms of DELHI POLICE.
- vi. All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement, including but not limited to

deliverables, services and associated documentation, shall be vested in and be the exclusive property of "BIDDER/SERVICE PROVIDER/CONTRACTOR". "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants to DELHI POLICE an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.

- vii. Bids by way of joint ventures and consortiums will not be entertained and shall be summarily rejected.
- viii. In case of any issue of clarification on the interpretation of clause(s) arises, then the decision/interpretation of department (Delhi Police) shall be final and binding on the bidding firms.
- ix. It is a service project and not simply a project involving supply of goods. Hence, basically the payment will be made only if services are rendered by the Firm as agreed upon
- x. All the payments to the Firm will be made as per the Payment Schedule and Terms of Payment upon submission of invoices that are verified by Delhi Police along with the relevant sign-offs.
- xi. In the event of the premature termination of the agreement post-commencement of the operations, the Firm would be eligible to be paid as per the payment terms for the completed milestones only.
- xii. Payment request will be considered only after sign off given by Delhi Police.
- xiii. In case of physical production of materials for trainer kits for trainers and physical takeaways for participants, the bidder may provide the necessary designs and specification in full, enabling Delhi Police to replicate internally.
- xiv. Delhi Police will provide boarding, lodging and local travel facilities for the bidders master trainers / consultants when needed.
- xv. Bidder shall sign & submit integrity pact as per the format of 'Integrity pact' given at **Annexure-XI**.

14. DISQUALIFICATION

The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.

- I. Violation of the bid submission process
 - a. The bid is not submitted in the prescribed formats and mode as given in the tender.
 - b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal.
 - c. If it comes to Delhi Police's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel impacting the fair and transparent bid process, then the bidders so involved are liable to be disqualified.
 - d. If a bidder submits more than one bid.
- II. Non-compliance to the conditions of the bidding process

- a. The Bid documents are not signed as per guidelines of the tender.
- b. The required EMD has not been paid as specified in the tender.
- c. The Bid validity period is shorter than the required period.
- d. The Bid is not submitted in accordance with this document.
- e. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
- f. The bidder submits a conditional bid.
- g. Bid is received in incomplete form.
- h. Bid is not accompanied by all the requisite documents.

III. Non responsive Content of the proposal

- a. Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
- b. If it does not comply with the terms & conditions, requirements of this tender including amendments and corrigendum.
- c. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this tender for Technical and Commercial proposals or do not appear to address the particular requirements of the proposed solution, any such bids shall also be disqualified.
- d. If the technical or commercial proposal of the bidder does not adhere to the minimum requirements and timelines of this tender, the bid shall be declared as non-responsive and will be rejected.

IV. Inability to respond in accordance with the tender guidelines :-

- a. The successful bidder does not accept the letter of Intent within the stipulated time.
- b. The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within 30 days of the notification of the award, or within such extended period, as may be specified by Delhi Police

15. REJECTION ON GROUNDS OF MALPRACTICES

- a. Bidders may specifically note that while evaluating the proposals, if it comes to DELHI POLICE knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the DELHI POLICE.
- b. DELHI POLICE will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

For the purposes of this provision, the terms are set forth as follows:

- i. “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial

- or other benefit or to avoid an obligation;
- iii. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “Obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to DELHI POLICE in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

16. BID REQUIREMENTS:

- i. The Successful Bidder(s) shall be required to furnish **Contract Performance Security for 3%** of the value of the Contract Price, within 14 days of award of Contract. Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bond, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including guarantee/warranty obligations. No representation in this regard will be entertained. The above mentioned 3% Performance Security Money will be applicable upto 31.03.2023 in pursuance of Min. of Finance, Department of Expenditure, GOI's OM dated 30.12.2021. In case, any amendment issued by Govt. in this regard within the currency of contract, the percentage of PBGG at appropriate value as per Govt. of India decision shall be applicable. The performance Security shall bear no interest. No representation in this regard will be entertained.
- ii. The bidders participating in the Tender must submit a scanned copy of list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India.
- iii. The bidder should submit an undertaking that no member of their firm/company etc. or family members are participating in the bidding process through some other entity.

17. PRICES

- (i) **L-1 will be decided through Quality-cum-Cost based Selection on GeM Portal.** The bidder advised to quote their price in total as per Scope of Work/Deliverables on the GeM portal as per **Chapter-IV**.

18. SIGNING OF BID

The original and all documents of the bid shall be typed or written in legible hand and shall be signed by the Bidder or a person duly authorized to sign the Contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

19. BID OPENING & METHOD OF EVALUATION

- i In the event that the specified date of bid opening is declared a holiday, the bid shall be opened on the next working day.
- ii A suitable tender committee shall evaluate each Technical bid to determine whether it is substantially responsive and fulfils the minimum eligibility criteria as specified in Clause 5 of Chapter-1, Instructions to Bidders of this tender document. Bids that are not substantially responsive are liable to be rejected. Delhi Police may seek inputs from external experts or external firms in the Technical and Commercial evaluation process, if needed.
- iii The Delhi Police shall assign Technical Score to the bidders based on the Technical evaluation criteria as specified in Clause 5 of Chapter-1, Instructions to Bidders of this tender document. The bidders with a Technical Score (TS) above the threshold as specified in the Technical evaluation criteria shall technically qualify for the financial evaluation stage.
- iv The financial bids for the technically qualified bidders will then be opened and reviewed to determine whether they are substantially responsive. The Delhi Police shall assign Financial Score (FS) to the bidders.
- v The Bidder shall be selected on the basis of Quality cum Cost based Selection (QCBS) Method, whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.
- vi Proposals will be given ranked according to their Combined Score (S) calculated from technical (ST) and financial (SF) scores as follows: $S = ST \times 0.70 + SF \times 0.30$.
- vii The EMD of all the unsuccessful bidders shall be returned once the bidding process is over.

20. LABOUR LAWS & SAFETY MEASURES

- (i) Agency shall comply with all the provisions of labour law related legislation/acts as enacted by Government from time to time and in case of any prosecution / penalty, agency shall be liable for the same.
- (ii) Agency shall be liable for payments of duties viz. P.F., E.S.I. etc. including any compensation payable under Workmen Compensation Act. DELHI POLICE shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.
- (iii) Agency will take all safety measures / precautions during the work. For any accident due to negligence / any other reason during the period of contract period, it shall be sole responsibility of the agency and Delhi Police shall not be held responsible for the same.

21. INSURANCE & MEDICAL FACILITIES

- (i) It is the responsibility of the agencies to insure their staff and equipment against any exigency that may occur at site. Agencies will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. Delhi Police shall not be responsible for any such damages.
- (ii) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agencies.

22. Any new Government levies/taxes imposed or increased in taxes after the contract date shall be paid as per actual against submission of documentary evidence and in case of decrease thereof, the same shall be adjusted by the contractor as per revised slabs. In case, the tax rates are reduced after release of payment the same shall be adjusted against future bills or from the performance security of the contractor.
23. **Fall Clause** : The bidder shall undertake that the price charged/finalized for the store/services supplied under the tender shall in no event exceed the lowest price at which the bidder offer the store/services identical description to the other organization during the currency of contract. If at any point of time during the period, the seller reduces the sale price, sells or offer to sell such store/service to any other organization including the Buyer at a price lower than the price chargeable under the present tender, he shall notify such reduction within 7 (Seven) days and the price payable under the contract shall stand correspondingly reduced. An undertaking shall be submitted by the bidder in this regard with the technical bid.
24. **CONTENTS OF BID**: The e-bids prepared by the Bidder shall comprise of the following components:-

S. No.	Particulars	Document	Page No. (in bid submitted)
i	Name of the Bidder (Agency)	--	
ii	Address of the Bidder (Agency)	--	
iii	Year of establishment	--	
iv	Type of Company (Public Sector Unit/ Private Limited /Public Limited) (Attach MSME certificate if relevant)	--	
v	Memorandum of Association and Articles of Association of the Company	Self attested copy	
vi	Name, designation and address of the officer to whom all references shall be made regarding this tender.	To be submitted on letter head	
vii	Bidders should not have been blacklisted/ineligible/debarred by any of the State or Central Government organization	Signed Affidavit (Annexure-VI)	
viii	Compliance with the Integrity Pact as specified in the bidding document	Undertaking on letter head (Annexure- XI)	
ix	The turnover of the agency as per eligibility criteria.	Audited balance sheet for last three financial years (2019-20, 2020-21 & 2021-2022, certified by the Auditor.	
x	GST Registration Certificate	Self attested copy	
xi	PAN Registration	Self attested copy	
xii	Copy of work order/contract AND Certificate from Client regarding completion/ ongoing service contract showing satisfactory performance towards fulfillment of Technical	Self attested copy	

	Eligibility criteria under clause 4 (7), chapter 1, Instructions of the bidders of the tender document.		
xiii	Attested Certificate from the concerned department / client where audited balance sheet is not available to prove financial turnover. Client certificate should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Delhi Police of India.	Self attested copy	
xiv	Copy of Work Order/contract AND client letter for satisfactory completion of project to show the value (in INR) of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity project using IT platforms executed in Central Government/ State Government/ Public Listed Companies/ PSU/ Other Govt Institutions.	Self attested copy	
xv	Copy of Work Order/contract AND client letter for satisfactory completion of project to show number of completed projects on Capacity Building/ Change Management/Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity using IT platforms for a Government or public sector organization/Public listed company for at least 100,000 staff.	Self attested copy	
xvi	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation.	On firm letter head	
xvii	Compliance of Scope of Work , Deliverables and Project Timeline	On firm letter head	
xviii	Bidders Particulars	On firm letter head) (Annexure-I)	
xix	Bid Form	On firm letter head (Annexure-II)	
xx	Tender acceptance letter	On firm letter head (Annexure-III)	
xxi	Undertaking regarding Land Border Sharing	On firm letter head (Annexure-IV)	
xxii	Undertaking of Manpower Capability	On firm letter head (Annexure-V)	

xxiii	CV of proposed Core Team Member	On firm letter head (Annexure-VII)	
xxiv	POA for Authorized Signatory	On firm letter head (Annexure-VIII)	
xxv	Undertaking on Conflict of Interest	On firm letter head (Annexure-IX)	
xxvi	Undertaking on Personnel	On firm letter head (Annexure-X)	
xxvii	Undertaking regarding Fall Clause	On firm letter head	
xxviii	Undertaking regarding Make in India Preference	On firm letter head	

25. PREFERENCE TO MAKE IN INDIA

Preference to make in India products (for bids less than 200 Crore): preference shall be given to class 1 local supplier as defined in public procurement (preference to make in India) order 2017 as amended from time to time and its subsequent orders/notification issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the tender documents 50%. If the bidder wants to avail the purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of local content and the details of locations at which the local value addition is made alongwith their technical bid, failing which no purchase preference shall be granted. In case tender value is more than 10 Crore, the declaration relating to percentage of local content shall be certified by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the public procurement (preference to make in India order 2017 amendment issued vide No. P-45021/2/2017-PP(BE-II) dated 04.06.2020. Only class 1 and class II local suppliers with 20% local content as per make in India order dated 04.06.2020 will be eligible to bid in this tender. Non local supplier as per make in India order dated 04.06.2020 are not eligible to participate in this tender. The margin of Purchase Preference shall be 20%.

26. LAND BORDER SHARING : The following provision under rule 144 (xi) of the GFR-2017 amendment issued by Ministry of Finance, Department of Expenditure, Public Procurement Division vide Office Memorandum F. No. 6/18/2019-PPD dated 23.6.2020 shall be complied:-

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term "tenderer" means any person or firm or company, including any member of Joint venture (that is an association of firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint venture fall under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under :-

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation_____

- a "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b "Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (v) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

In view of the above, the bidder shall have to submit a certificate/undertaking (duly sealed and signed) as per proforma mentioned at **Annexure- IV**.

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**DY. COMMISSIONER OF POLICE
PROV. & LOGISTICS: DELHI**

SCOPE OF WORK, DELIVERABLES AND PROJECT TIMELINES

A. SCOPE OF WORK

1. The scope of this project includes the design, development, delivery/deployment and satisfactory implementation of a Customer/ Citizen Centricity project, for the employees of Delhi Police. The bidder will also develop an impact assessment module and assist the Delhi Police in carrying out the Impact assessment of this project. The exercise aims to achieve citizen-centricity in the delivery of services to improve the responsiveness and quality of services delivered to citizens and build trust in them.
2. For the success of this project, the selected bidder will carry out:
 - i. Design and development of an effective and result oriented capacity building program that will help frontline staff adopt customer centric mindsets / behaviors.
 - ii. Provide the necessary capacity transfer and support services that will enable Delhi Police's trainers to deliver the programs seamlessly and effectively.
 - iii. Digital version of citizen centricity program should be handed over to Delhi Police and should be such that they are compatible for upload on the iGot platform of Government of India. The successful bidder shall help to upload the created content on iGot.
 - iv. Design & development of an impact assessment module consisting of baseline, and end line studies for frontline staff. Thereafter, support the impact assessment study to be done by a third-Party impact assessment agency/suitable evaluation committee or any other suitable party as decided by Delhi Police.
 - v. Design and development of a mobile application for sustainability of the initiative.

B DELIVERABLES

The bidder shall deliver the below-listed deliverables to Delhi Police as part of an assurance to fulfill the obligations under the contract of this tender. The List of the deliverables given below may not be exhaustive and the Bidder is responsible to provide all those deliverables which may be specified in this tender but not listed here and those proposed by the bidder in their proposal in response to this tender.

- i. Report based on analysis of Survey Results and customer complaints data provided by Delhi Police and the primary research conducted by the bidder.
- ii. Development of the program modules for the identified staff aimed at customer centricity cum mindset change duly taking into account the inputs from the survey results and report thereon. The programme content, relevant documents and relevant MIS reports shall be submitted to Delhi Police. The content should be made available in Hindi and English for this training. Where physical materials need to be used in the face-to-face interactions, the digital copy of the materials will be provided to Delhi Police for replication by Delhi Police as per its requirement.
- iii. The bidder shall help in the selection and capacity building of 500 trainers (through a 5-day program). The bidder should also continually monitor and support these trainers in the effective delivery of the programme to the participants, within the given time

frame. This will include analytics and data support to Delhi Police to track quality of delivery, assessment & certification of trainers, and support for continuous improvement.

- iv. The program will be delivered to field staff by the trainers selected from the Delhi Police personnel.
- v. Assessment of each target staff and their certification through appropriate digital means.
- vi. Design & develop an impact assessment model/module consisting of baseline and end line studies for target staff. Thereafter, support the impact assessment study to be done by a third-Party impact assessment agency/suitable evaluation committee or any other suitable party as decided by Delhi Police.
- vii. Design and development of a mobile application for sustainability of the initiative

Deliverable Sign-off

The bidder, where requested, shall explain the deliverables to Delhi Police and provide clarifications to their queries. All the responsibilities with respect to the requirements in the tender or the Delhi Police's processes will be the responsibility of the bidder. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the Bidder without any additional cost to Delhi Police.

Note: 1. The deliverables or modules (to be implemented as part of solution which have been listed) are more of a reflection of the areas to be addressed rather than the specific deliverables or modules to be implemented as part of Solution. So, the bidder is required to make an assessment of the deliverables/modules to be designed within the proposed Solution, as detailed in scope of work. However, any changes to the assumptions of the bidder in terms of the deliverable/modules, as long as the processes remain the same will not be treated as a change in scope.

- 2. The work plan that the bidder shall submit as part of the bid documents, shall clearly lay down how the bidder proposes to design, develop and implement the required solution under the scope of work laid down in Chapter 2 of this tender document, elucidating his approach to the above listed deliverables.

C) PROJECT TIMELINES AND IMPLEMENTATION FRAMEWORK

- 1. **Phases of implementation:** The implementation of this project is comprehensively divided into 4 phases. These phases may run sequentially or simultaneously, depending on their interdependencies.

1.1. Research Phase:

- (a) Analysis of customer surveys already carried out by Delhi Police, and customer complaints
- (b) Independent survey on typical interactions and flashpoint faced with different types of customers and situations
- (c) Independent study of attitudes to work, and mental factors shaping those attitudes among target group.

The activity is to be carried out **within 40 days** from date of issue of Letter Of Acceptance (LOA) by Delhi Police.

1.2. **Design and development Phase:** The design and development of the module of citizen / customer centricity programs, aimed at Customer Centricity and Mindset Change. The bidder shall deliver the list of modules/ deliverables that it deems should be part of the solution and their design, implementation, and deployment timeline in their detailed work plan. The content should be available in English and Hindi. Design and development of the course content is to be carried out **within 90days** from date of issue of Letter of Acceptance (LOA) by Delhi Police.

1.3. **Deployment Phase:** The bidder shall help in the selection and capacity building of 500 trainers (through a 5-day program). The bidder should also continually monitor and support these trainers in the effective delivery of the programme to the participants, within the given time frame. This will include analytics and data support to Delhi Police to track quality of delivery, assessment & certification of trainers, and support for continuous improvement.

The deployment phase is expected to be completed in a **90 day** period.

1.4. **Impact Assessment:** The bidder will design & develop an impact assessment model frontline Delhi Police staff. Thereafter, the bidder shall support the impact assessment study to be done by a third-Party impact assessment agency/suitable evaluation committee or any other suitable party as decided by Delhi Police. The impact assessment design & development will be completed within **90 days** from the date of issue of Letter of Acceptance (LOA) by Delhi Police

1.5. **Sustainability Phase:** Design and development of a mobile application for sustainability of the initiative will be completed within **90 days**.

1.6. **iGot:** A version of the program must also be uploaded on the iGot platform of the Govt. of India for future use, in the same period.

Bidder to design a roadmap for the above phases in consultation with Delhi Police to ensure that the above timeline is met.

Identification and designation of a core team of personnel for the entire duration of the project :

1. The core team personnel shall mean those resources having authority and responsibility for planning, directing and controlling the activities related to design, development, implementation, operating and managing various functionalities of Customer / Citizen Centricity Program.
2. No Core team member or Key Personnel shall be changed without the prior written consent of `unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc. In the event of such unavoidable circumstances, the outgoing personnel will be replaced by the bidder with personnel of same or better profile.
3. In case Delhi Police request that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
4. The bidder shall ensure to deploy “the right mix and required number of resources” that will be required to “deliver as per the timelines & Scope of work “as defined in this tender. However, the bidder must provide mandatorily, for a core team of personnel wherein each core team member shall have a clearly demarcated role in the project. The minimum constitution of the core team, along with the required minimum qualification and experience of each core team member is given below:

SN	Role	Brief Responsibility	Minimum Qualification & Experience
1.	Project Director at the level of Partner/ Director (Overall Team Lead)	Guide and advise Delhi Police about the progress of the project, potential bottlenecks and of ways to address them	<ul style="list-style-type: none"> • Post Graduate/Masters' degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. • 25 Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management • Involved in at least three mindset change and capacity building projects
2.	Project Manager cum Client Engagement Lead	<ul style="list-style-type: none"> • Oversee and supervise the tasks carried out by the team • Coordinate with Delhi Police Officials/ other stakeholders to ensure the activities are undertake as planned • Intervention Design - Prepare detailed implementation roadmap and update it as required • Project Planning & Resourcing - Guide and advise Delhi Police about the progress of the project, potential bottlenecks and of ways to address them • Contract Management Ensure that all activities are aligned to relevant guidelines and are executed as per the timelines agreed 	<ul style="list-style-type: none"> • Post Graduate/Masters' degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. • 20+ Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management • Experience as Project/Program Manager in at least three Capacity Building/Change Management projects
3	Mindset and behaviour change expert	Ensure that the mind set behaviour challenges associated with Citizen Centricity well understood and appropriate solution development	Doctorates in social sciences (preferred) in 10 years of work experience and involved in at least three mindset/ behaviour change projects

4	Learning and Content Lead	<ul style="list-style-type: none"> • Shall be responsible for leading the Learning solutions and Content design • Some of the deliverables that would be the responsibility of Learning and Content Lead are <ul style="list-style-type: none"> • Learning Architecture • Program Design • Class Engagement Toolkits • Media Products • Digital Learning Products • Rapid Prototyping 	<ul style="list-style-type: none"> • 15+ Years of Total experience in consulting/ advisory assignments as part of Learning and content • 10+ years of relevant experience as Learning and Content Lead in Change Management/ Mindset Change project • Experience as Lead Learning and Content Design in at least three Capacity Building/Mindset Change projects.
5	Technology & Analytics Enablement Lead	<p>The responsibilities would include</p> <ul style="list-style-type: none"> • Intervention Analytics • Audits • Digital Tools • User Engagement Design • Technology Design & Architecture • Prototyping & Testing • Ongoing Support 	<ul style="list-style-type: none"> • B.E. / B. Tech in any discipline • 10+ Years of Total experience in Technology Design & Architecture, Deployment and Testing • 5+ years of relevant experience in analytics/business intelligence role • Experience as Technology & Analytics Enablement Lead in at least three technology driven interventions

- The bidder must furnish the undertaking on Personnel, as per Annexure X of this tender document.
- The bidder must furnish the CVs of the core team members as per format given in Annexure VII.

PRICE SCHEDULE

1. **L-1 will be decided through Quality-cum-Cost based Selection on GeM Portal.** The bidder advised to quote their price in total as per Scope of Work/ Deliverables as per **Chapter-IV**, on the GeM portal.
2. The Bidder shall be selected on the basis of Quality cum Cost based Selection (QCBS) Method, whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

ANNEXURE-X

TENDER FOR OUTSOURCE OF AN AGENCY FOR DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER/CITIZEN CENTRICITY PROGRAMME FOR DELHI POLICE.

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our **Financial Bid** against the **scope of work/deliverables at Chapter-IV as well as details defined in the tender document** is as mentioned below:-

S. No.	Description of items	Total cost(In Rs.) (inclusive of all taxes & other charges)
1	Consolidated cost for design, development and Implementation of Customer/Citizen Centricity Programme for Delhi Police. The bidder advised to quote their price in total as per Scope of Work/Deliverables, on GeM Portal	

(Other Standard Form)

ANNEXURE-I

BIDDER PARTICULARS

(Enclose with Technical Bid)

1. Name of the Bidder :
 2. Address of the Bidder :
 3. Name & address of the person :
to whom all references shall be
made regarding this tender
enquiry.
- Telephone :
- Fax :
- e-mail :

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

Date

BID FORM

(Enclose with Technical Bid)

Date: ____/____/____

The Deputy Commissioner of Police
Prov. & Logistics,
5, Rajpur Road,
Delhi-110 054

Sir,

Having examined the Bid Documents of **TENDER NO.**_____
We, _____, offer to supply and deliver _____
(Name of the Firm)

(Description of Stores and Services)

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery, installation and commissioning of the System as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we shall furnish **Contract Performance Security for 3%** of the value of the Contract Price, within 14 days of award of Contract. Performance Security (Security Deposit) will be in the form of Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bond, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 60 days beyond the date of completion of all contractual as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 6 calendar months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipments under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

(Enclose with Technical Bid)

Date: _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics, 5, Rajpur Road,
Delhi-110 054

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

TENDER FOR OUTSOURCE OF AN AGENCY FOR DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER/CITIZEN CENTRICITY PROGRAMME FOR DELHI POLICE.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING

(Order no. F.No.6/18/2019-PPD, MoF, dated 23.07.2020)
(To be given on Company Letter Head)

Date: _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics, 5, Rajpur Road,
Delhi-110 054

**Sub: Undertaking in regards to order No. F.No.6/18/2019-PPD, Ministry of Finance,
Department of Expenditure dated 23.07.2020.**

Tender Reference No: _____

Name of Tender / Work: -

**TENDER FOR OUTSOURCE OF AN AGENCY FOR DESIGN, DEVELOPMENT AND
IMPLEMENTATION OF CUSTOMER/CITIZEN CENTRICITY PROGRAMME FOR DELHI
POLICE.**

Dear Sir,

I/ We have downloaded / obtained, have read the order No. F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure dated 23.07.2020 and accordingly, we hereby declare the following:-

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that our company/firm i.e. _____ is not from such a country and I/We hereby certify that our company/firm i.e. _____ fulfills all requirements in this regards and is eligible to be considered.

OR

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that our company/firm i.e. _____ is from _____ (Name of Country) and has been registered with the Competent Authority i.e. DPIIT vide no. _____ dated _____ (copies of valid registration to be attached) and I/We hereby certify that our company/firm i.e. _____ fulfills all requirements in this regards and is eligible to be considered.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Undertaking on Manpower Capability**(To be submitted on the Letter head of the bidder)**

Dated:

To,
 The Dy. Commissioner of Police,
 Prov. & Logistics, Delhi

Subject: Statement on Manpower Capability

Sir/Madam,

This is to certify that the number of full-time employees having experience in Consultancy and related Services such as Capacity Building/ Change Management/ Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity in <<Bidder's Name>> is minimum Fifteen(15) as on 31.03.2022. Details are as under:

Sr. No.	Name	Qualification	Experience (in completed months)	Area of Expertise

For <Bidder's Name>
 HR / CEO Signature (with Organization Stamp)
 HR / CEO Name

Undertaking of not being Ineligible / banned / blacklisted / debarred
(To be submitted on the Letterhead of the Bidder)

Dated:

To,
The Dy. Commissioner of Police,
Prov. & Logistics, Delhi

Sub: Undertaking of not being Ineligible / banned / blacklisted / debarred

Sir/Madam,

I/We declare that our company is not ineligible / banned / blacklisted / debarred in any manner whatsoever by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other autonomous organization of Central or State Government as on Bid submission date.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Bidder:

Full Address:

Company Seal:

Curriculum Vitae (CV) of Proposed Core Team Members

S. No	Type of Information Required	Details Submitted			
1.	Name of the Person				
2.	Proposed Role in the Project				
3.	Academic Qualifications* (* Details to be provided for all the relevant degrees)	Degree	Year of Passing	Institution/ University	Specialization (If Any)
4.	Professional Certifications (if any)				
5.	Total Experience (Years)				
6.	Number of Years with the Current Employer				
7.	Summary of the Professional Experience				
8.	Employment record (Details to be provided for all the employers till date)	From - To	Employer	Position Held	
9.	Past Assignment Details (Details to be provided for all the Projects/Assignments till date)				
	Project name				
	Client Key project features in brief				
	Location				
	From-To (Duration)				
	Role				
	Responsibilities and activities				

POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of Rs 100/-. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms. who is presently employed with us and holding the position of . . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work ofincluding signing and submission of all documents and providing information/ responses to Delhi Police in all matters in connection with our Tender for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. day of 202...

Place:

(Signature.....),
Name& Designation in Block letters of
Person authorized to sign Power of Attorney
for and on behalf of the

**Applicant Tenderer) Common Seal of Company
I accept.**

(Signature of Authorized Signatory)

- i) Name, Designation, mobile number and email of Authorised signatory

Witness:

Witness 1:

Name :

Address :

Occupation :

Notes:

Witness 2:

Name :

Address :

Occupation :

(a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

(b)The obligations to Delhi Police will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

Undertaking on Conflict of Interest
(To be submitted on the Letterhead of the bidder)

Dated:

To,
The Dy. Commissioner of Police,
Prov. & Logistics, Delhi

Sub: Undertaking on Conflict of Interest

Sir/Madam,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with the Delhi Police.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold Delhi Police harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by Delhi Police and/or its representatives, if any such conflict arises later.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

Undertaking on Personnel

(To be submitted on the Letterhead of the bidder)

Dated:

To,
The Dy. Commissioner of Police,
Prov. & Logistics, Delhi

Sir

Sub: Undertaking on Personnel

1. I/We do hereby undertake that those persons whose CVs have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the tender.
2. I/We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of the Delhi Police unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
3. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by the Delhi Police. The Delhi Police will have the right to accept or reject these substitute profiles.
4. I/We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
5. I/We acknowledge that the Delhi Police have the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of the Delhi Police that the person in question is either incompetent to carry out the tasks expected of him/her or does not really possess the skills /experience/qualifications as projected in his/her profile or found to breach the ethics.
6. In case I/We assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

INTEGRITY PACTPRE-CONTRACT
BETWEEN

INTEGRITY

PACT

DELHI
AND

POLICE

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ (month and year) between, on one hand, the President of India, acting through Shri _____, designation of the officer, Ministry of External Affairs, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and _____ permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW,

THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission

and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

7.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on ____

BUYER

BIDDER

Name of the Officer.

Designation

Ministry of External Affairs

Witness Witness

1. _____ 1. _____

2. _____ 2. _____

PAYMENT SCHEDULE

Terms of Payment

- i. Subject to the provisions of this Agreement and subject always to the fulfillment by the Firm of its obligations herein, in consideration of the obligations undertaken by the Firm under this Agreement, the Purchaser shall pay the Firm for the successful delivery of the Services in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out as Clause V of Chapter-II, Condition of Contract of this Agreement.
- ii. No invoice for extra work/charge order on account of change order will be submitted by the Firm unless the said extra work /change order has been authorized/approved by the Purchaser in writing in accordance with the clause on Change Order.
- iii. In the event of the Purchaser noticing at any time that any amount has been disbursed wrongly to the Firm or any other amount is due from the Firm to the Purchaser, the Purchaser may without prejudice to its rights to recover such amounts by other means, after notifying the Firm to deduct such amount from any payment falling due to the Firm. The details of such recovery, if any, will be intimated to the Firm. The Firm shall receive the payment of an undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the Purchaser or the Firm.
- iv. The Purchaser shall not be responsible/obligated for making any payments or any other related obligations under this Agreement to the Firm's vendors. The Firm shall be fully liable and responsible for meeting all such obligations and all payments to be made to its vendors and any other third party engaged by the Firm in any way connected with the discharge of the Firm's obligation under the Agreement and in any manner whatsoever.
- v. All payments are subject to deductions of applicable liquidated damages as provided for in the SLA section of the Tender Document. For the avoidance of doubt, it is expressly clarified that the Purchaser will calculate a financial sum and debit the same against the terms of payment as set out in Schedule II of this Agreement as a result of the failure of the Firm to meet the Timelines and/or Service Level.
- vi. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services, the Deliverables, obligations, and scope of work mentioned in the Tender Document and this Agreement other than those covered in Schedule II of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the Tender Document and Agreement including costs of infrastructure which is to be borne by the Firm as per Terms & conditions in Tender Document, project costs, implementation and management charges and all other related costs including taxes.

8.2 Invoicing and settlement

- i. The Firm shall submit its invoices in accordance with the following principles:
 - a) Generally, and unless otherwise agreed in writing between the Parties, the Firm shall raise an invoice as per **Schedule II** of this Agreement; and
 - b) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.

- ii. The Firm alone shall raise an invoice for all the payments after receiving due approval/ acceptance of the deliverables/ the Services from the Purchaser or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner.
- iii. Subject to the accomplishment of obligations of the Firm and delivery of the deliverables and the Services to the satisfaction of the Purchaser, payment shall be made by the Purchaser within a reasonable time of the receipt of the invoice along with supporting documents. Payments will be subject to deduction as agreed herein.
- iv. Notwithstanding anything contained in clause (iii) above, the Purchaser shall be entitled to delay or withhold payment of any invoice or part of it where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Notice of such withholding shall be provided within a reasonable time of receipt of the applicable invoice. The disputed/withheld amount shall be settled in accordance with the escalation procedure as set out in Section 13 of this agreement which shall be settled within a reasonable time after notice of reference. However, the Purchaser shall release the disputed amounts as soon as reasonably possible, upon resolution of the dispute. Any exercise by the Purchaser under this clause shall not entitle the Firm to delay or withhold performance of its obligations or delivery of Deliverables/Services under this Agreement.

8.3 **Tax and Deductions**

- a. All payments to the Firm shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule, or regulation. The Purchaser shall provide the Firm with the original tax receipt of any withholding taxes paid by the Purchaser or its nominated agencies on payments under this Agreement within a reasonable time after payment. All costs, damages, or expenses which the Purchaser may have paid or incurred, for which under the provisions of the Agreement, the Firm is liable, the same shall be deducted by the Purchaser from any dues to the Firm. All payments to the Firm shall be made after making necessary deductions as per terms of the Agreement, including recovery of mobilization advance if any, and recoveries towards facilities if any, provided by the Purchaser to the Firm on a chargeable basis.
- b. The Firm shall bear all personnel taxes levied or imposed on its personnel, vendors, firms, etc. on account of payment received under this Agreement. The Firm shall bear all corporate taxes, levied or imposed on the Firm on account of payments received by it from the Purchaser for the work done under this Agreement. The Firm shall bear all taxes and duties etc. levied or imposed on the Firm under the Agreement including but not limited to Customs duty, Excise duty, and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Agreement. It shall be the responsibility of the Firm to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Firm shall also provide the Purchaser such information, as it may be required in regard to the Firm's details of payment made by the Purchaser under the Agreement for proper assessment of taxes and duties. The Firm shall bear all the taxes if any, levied

on the Firm's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Firm original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The Firm agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Agreement.

- c. The Firm agrees to reimburse and hold the Purchaser or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees), etc. arising out of deficiency (including penalties and interest) in payment of taxes that are the Firm's responsibility.
- d. The payment agreed to be made by the Purchaser to the Firm in accordance with the Proposal shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied/applicable and the Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or Services. In case of change in taxes due to change in law, appropriate Parties shall pass the benefit of the same over and above the Total Contract Value. In case of such change, the Firm shall submit a formal request with necessary supporting documents to the Purchaser. The Purchaser shall verify these documents and if applicable and approved in writing by the Purchaser, the Firm shall incorporate such changes into subsequent regular invoices for payment.

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Dy. Commissioner of Police,
Prov. & Logistics, Delhi

PENALTIES

LIQUIDATED DAMAGES (LD):

- i. In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 0.5% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency
 - ii. Alternatively, Delhi Police reserves the right to get the services delivered from elsewhere at the sole risk and cost of Firm and recover all such extra costs incurred by Delhi Police in procuring the services from the resources available including encashment of PBG or any other sources etc. Alternatively, Delhi Police may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above by Delhi Police team (including any top up research that may be required)
 - iii. If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the DELHI POLICE may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.
- (i) DELHI POLICE will have the right to cancel the contract at any time without assigning any reason thereof.

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DY. COMMISSIONER OF POLICE
PROV. & LOGISTICS : DELHI**