



**Request For Proposal (RFP) for Selection of a Consulting Firm for setting up of Project Management Unit for Strategic Development of Odisha Police, Government of Odisha**

**RFP No: Ref Number:RFP-02-PMUSD**

**Date: 15.04.2023**

**E.M.D: Rs. 5,00,000 (Five Lakhs Rupees Only)**

**RFP Fees: Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1,800/-)}**

**RFP Inviting Authority**

***AIG of Police (Provisioning), Odisha State Police Headquarters, Buxi Bazaar,  
Cuttack, Odisha 753001 Phone: 0671 2339525 / 2339517***

## Disclaimer

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

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

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Odisha Police Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Odisha Police Department, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Odisha Police Department also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Odisha Police Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Odisha Police Department is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and

the Odisha Police Department reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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## Data Sheet

Sl.No.	Particulars	Details
1.	<b>Name of the Organization</b>	Odisha Police Department (Provision)
2.	<b>Method of Selection &amp; Proposal Validity</b>	Quality cum Cost Based Selection (QCBS)&120 Day's proposal validity
3.	<b>Date of Issue of RFP</b>	15.04.2023
4.	<b>Deadline for Submission of Pre-Proposal / Pre-Bid Queries</b>	21.04.2023
5.	<b>Issue of Pre-proposal Clarifications</b>	26.04.2023
6.	<b>Proposal Due Date</b>	16.05.2023 till 5 PM
7.	<b>Date of opening of Pre-Qualification Proposal</b>	17.05.2023 3 PM
8.	<b>Date of opening of Technical Proposal</b>	To be informed later
9.	<b>Date of Presentation</b>	To be informed later
10.	<b>Date of opening of Financial Proposal</b>	To be informed technically qualified bidders
11.	<b>Expected Date of Commencement of Assignment</b>	To be informed later
12.	<b>Pre-proposal meeting</b>	A pre-proposal meeting will be held on 25.04.2023 3 PM (Online Link shall be shared based on the request receive from bidder on <a href="mailto:aig-prov.odpol@gov.in">aig-prov.odpol@gov.in</a> before 15:00 hours, 21.04.2023
13.	<b>Bid Document Fee (Non-Refundable)</b> (As Demand Draft from any scheduled commercial bank/nationalized bank in the name of Police Department, Odisha)	Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only) (including GST) in the form of Online Payment
14.	<b>Earnest Money Deposit (EMD) (Refundable)</b> (As	Rs.5,00,000/- (Rupees Five Lakh only)

Sl.No.	Particulars	Details
	<i>Demand Draft from any scheduled commercial bank/nationalized bank in the name of Police Department, Odisha payable at Cuttack) or through NeSL.</i>	
<b>15.</b>	<b>Performance Security</b> <i>(As Bank Guarantee from any scheduled commercial bank/nationalized bank in the name of Police Department, Odisha) / through NeSL</i>	5% of the overall contract value for 36 months.
<b>16.</b>	<b>Contact Person</b>	AIG of Police (Provisioning)  Odisha State Police Headquarters, Provisioning Section, Buxi Bazar Rd, Bepari Sahi, Buxi Bazaar, Cuttack, Odisha 753001 Phone: 0671 2339525 / 2339517
<b>17.</b>	<b>RFP can be downloaded from</b>	<a href="https://odishapolice.gov.in">https://odishapolice.gov.in</a> / <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>

**SECTION 1: LETTER OF INVITATION**



## Letter of Invitation

### **Name of the Assignment: Request for Proposal (RFP) for Selection of a Consulting Firm for setting up of Project Management Unit for Strategic Development of Odisha Police, Government of Odisha**

Odisha Police Department) (the “Authority”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites reputed, eligible agencies for submitting proposals for undertaking various consultancy services for Police Department Odisha. Projects.

1. A bidder will be selected under **QCBS** procedure as prescribed in the RFP Document in accordance with the procedures prescribed here with circulated vide Office Memorandum No.37323/F, Dated:30.11.2018 of Finance Department, Govt. of Odisha.
2. Interested bidders fulfilling eligibility conditions as mentioned in the RFP shall submit their proposals on <https://tendersodisha.gov.in>.
3. Complete Bid format
  - a. Part 1: Pre-Qualification & Technical Proposal
  - b. Part 2: Financial Proposal
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non-refundable Bid Document Fee and a Refundable EMD of paid as prescribed in the RFP failing which the bid will be rejected.
6. The last date and time for submission of proposal, complete in all respect, is as per the Bidder Data Sheet and the date of opening of the technical proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
7. This RFP includes the following sections:
  - a) Letter of Invitation [**Section-1**]
  - b) Information to the Bidder [**Section-2**]
  - c) Terms of Reference [**Section-3**]
  - d) Technical Proposal Submission Forms [**Section-4**]
  - e) Financial Proposal Submission Forms [**Section-5**]
  - f) Bid Submission Checklist [**Section-6**]
  - g) Standard Form of Contract [**Section-7**]

- h) Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]
8. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Odisha Police Department 's knowledge, the Odisha Police Department holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Odisha Police Department reserves the right to accept/reject any /all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

**SECTION 2: INSTRUCTION TO**  
**BIDDERS**

## 1. Pre-Qualification Criteria:

Each bidder will be assessed based on the following pre-qualification criteria before proceeding for Technical Evaluation. Only bidders qualified as per Eligibility criteria shall be considered for technical evaluation. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Sr. No	Eligibility Criteria	Supporting Documents
1.	<b>Incorporation:</b> The bidder should be a company incorporated under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 and must be in consultancy business and operational for at least 10 years, as on the date of submission of the bid.	Certificate of Incorporation/ Partnership Deed along with PAN, GST registration certificate
2.	<b>Turnover:</b> The Average Turnover/Revenue (from Consultancy services) of the Applicant from last three financial years ending 31 March 2022; shall be minimum Rs. 15.00 Crores or above	Audited financial statements (Profit and Loss and Balance Sheet)
3.	The bidder should have positive net worth as on March 31, 2022	Certified Copy of audited Profit and Loss (P&L) Statements/ Net worth certificate from CA
4.	<b>Consultancy Experience:</b> The bidder must have experience of atleast two Consultancy projects related to Program Management Unit with any Central/State /PSUs/ULBs in India with each order value more than Rs. 2Cr. in last 3 years from the date of submission  Note: Only ongoing projects on the date of release of this RFP shall be considered.	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/ testimonial
5.	<b>Police &amp; Social Justice Sector:</b> The bidder must have experience of at least one Consultancy project for any Police Department of State Govt/ Central Govt Agencies in last 3 years.  Note: Only ongoing projects on the date of release of this RFP shall be considered.	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/ testimonial
6.	<b>Resources Strength:</b> The Applicant must have an employee strength in consulting at least 20 on payroll	Self-declaration on the letter head of the

Sr. No	Eligibility Criteria	Supporting Documents
	of the company as on date of submission of the bid.	company by the HR
7.	<b>Blacklisting:</b> The bidder should not be blacklisted by any state/ central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid	Self-declaration on the letter head of the company by authorized signatory
8.	<b>Certifications:</b> The applicant must have ISO 9001:2015 and ISO 27001. All the certificates should be valid at the time of release of bid.	Attach copy of the valid Certificates

**Documents/Formats need to be submitted along with TECHNICAL PROPOSAL:**

The bidders must furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH– 1) on bidder’s letterhead requesting to participate in the selection process.
- Bid Document Fee & Earnest Money Deposit (EMD) as applicable.
- General Details of the Bidder (TECH – 2)
- Power of Attorney (TECH – 4) in favor of the person signing the bid on behalf of the bidder. Alternatively, bidder can submit Board resolution copy mentioning the Authorized Signatory
- Undertaking for not having been blacklisted by any Indian Central / State Government /PSU as on submission date of this tender.
- Declaration regarding Conflict of Interest (TECH - 6)
- Declaration of No involvement in any legal conflicts or any pending legal issues with the Odisha Police Department during last 3 years. (On the letterhead of the bidder)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and bound. Each page should be numbered and signed by the authorized representative.

**2. Bid Document Fee:**

The bidder must furnish as part of technical proposal, the required bid Document fee as prescribed in the RFP failing which the bid will be rejected.

### 3. Earnest Money Deposit:

The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) as prescribed in the RFP failing which the bid will be rejected. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and after award and signing of contract with the successful bidder. The EMD may be forfeited on account of the following reasons:

- Any / All information furnished by the bidder is found to be forged / false during the evaluation process.
- Any other circumstance which holds the interest of the during the overall selection process.

The successful Bidder's EMD will be discharged upon the Bidder executing the Contract and furnishing the Bank Guarantee for contract performance.

The EMD of the Successful bidder may be forfeited on account of the following reasons:

- If Bidder fails to sign the contract within designated period (15 days).
- If the bidder fails to furnish required Performance Bank Guarantee in time.
- If the Bidder withdraws its proposal **during the bid validity period as specified in RFP after the closure of bid.**

### 4. Validity of the Proposal:

Proposals shall remain valid for a period of 120 (One hundred twenty days) from the date of opening of the technical proposal. The Odisha Police Department reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

### 5. Pre -Proposal Queries/ Pre-Proposal Meeting:

Bidders can submit their queries in respect of the RFP and other details, if any, to Police Department, Odisha through e-mail at [aig-prov.odpol@gov.in](mailto:aig-prov.odpol@gov.in) till the timeline as per Bid Data Sheet.

Pre-bid meeting will be held as per the venue and schedule in Bidder Data Sheet. The bidders will have to ensure that their queries for pre-proposal meeting should reach one day before the pre-proposal meeting to the email address mentioned in this RFP.

### 6. Preparation and Submission of Proposal:

- i. The bid documents published by the Bid Inviting Officer (Procurement Officer Publisher) in the e-procurement portal <https://tendersodisha.gov.in> will appear in the "Latest Active Tender". The Bidders/ Guest Users can download the Bid documents from 15.04.2023 and submit it online from 15.04.2023 to 16/05/2023, 5.00 PM

after which the same will be removed from the list of “Latest Active Tender”. The bid document is also available at website: [www.odishapolice.gov.in](http://www.odishapolice.gov.in).

- ii. The bidder intending to participate in the bid is required to register in the e-procurement portal using an active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) - Class II or III to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GST Certificate (for Procurement of Goods) of the concerned bidder. The time period of validity in the portal is co terminus with validity of RC/ GST. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the online bidding process.
- iii. The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user’s DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- iv. Complete Bid Format shall be submitted as
  - a. Part 1: Pre-Qualification & Technical Proposal
  - b. Part 2: Financial Proposal
- v. In case the Technical Proposal has the financial proposal, the bid would be summarily rejected.
- vi. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
- vii. Each page should be page numbered and in confirmation to the eligibility qualifications and clearly indicated using an index page. The Odisha Police Department will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the authority.

***Any deviation from the prescribed procedures/information/formats/conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.***

## **7. Opening of the proposal:**

- i. Completed proposal must be uploaded on or before the time and date stated in the Data Sheet.

- ii. Opening of Proposals will be done at ***Odisha State Police Headquarters, Provisioning Section, Buxi Bazar Rd, BepariSahi, Buxi Bazaar, Cuttack, Odisha 753001.***
- iii. The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

## **8. Evaluation of Proposal:**

**A Three step evaluation process will be conducted as explained below for evaluation of the proposals:**

- Preliminary Evaluation (1st Step): Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility conditions and the requisite documents/information has been properly furnished by the bidder or not, as per requirements stated above in this RFP.
- TECHNICAL EVALUATION (2<sup>nd</sup>Stage): Evaluation of the Technical and financial proposals will be based on Quality and Cost Based Selection mode with weightage of 70% and 30% for technical and financial proposals, respectively.
  - 1) In the first phase the Technical Proposals shall be evaluated based on eligibility criteria as mentioned in this TOR.
  - 2) In the second phase the firms which satisfy the eligibility criteria shall be given marks based on Table: 1 as below TOR. Accordingly, firms will be ranked based on the marks allotted to them.



## 9. Table1: Technical Evaluation Criteria

Sl. No.	Parameters	Total / Maximum Marks
	<b>Financial Capacity of the Bidder</b>	<b>5</b>
<b>1</b>	<p>The Average Annual Turnover/Revenue of the Bidder from last three financial years ending 31 March 2022; shall be minimum Rs. 15Crores                      INR. 15 Cr. - 2 Marks                      &gt; INR 15 Cr. and &lt;= INR 20 Cr. – 3 Marks                      &gt; INR 20 Cr. and above – 5 Marks</p> <p>Note: Audited financial statements (Profit and Loss and Balance Sheet) should be submitted as supporting.</p>	<b>5</b>
<b>2</b>	<b>Proof of Experience</b>	<b>35</b>
<b>2.1</b>	<p>The Bidder must have experience of Consultancy project for Information Technology / E-Governance Program Management for ULB/ State Govt/ Central Govt Agencies in Indian last 5years.                      (Max. 10 marks)</p> <ul style="list-style-type: none"> <li>Each Project- 2 mark</li> </ul> <p><b>Note:</b> Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations.</p>	<b>10</b>
<b>2.2</b>	<p>The Bidder must have experience of Program Management Consultancy for Policing / Crime Reduction / Social Justice Projects in last 5 Years.                      (Max. 10 marks)</p> <ul style="list-style-type: none"> <li>Each Project- 5 mark</li> </ul> <p><b>Note:</b> Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations. Credentials of Parent Entity or Member firms shall be considered. Funding Agencies (such as World Bank, ADB, IMF, United Nations, FCDO, USAID, DFAT etc.) funded projects will also be considered</p>	<b>10</b>
<b>2.3</b>	The Bidder must have experience of Project Monitoring /Project Management / Technical Support / Technical	<b>15</b>

Sl. No.	Parameters	Total / Maximum Marks												
	<p>Support / Project Development or relevant consultancy projects in Odisha is last 5 years. (Max. 10 marks)</p> <ul style="list-style-type: none"> <li>• Each Project- 2 mark</li> <li>• In case Ongoing Project: Additional 1 Mark each</li> </ul> <p><b>Note:</b> Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations.</p>													
<b>3</b>	<b>Suitability for the scope of work-Team composition</b>	<b>25</b>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #D9E1F2;">Position</th> <th style="background-color: #D9E1F2;">Marks for evaluation</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;"><i>7 marks</i></td> </tr> <tr> <td>Information &amp; Technology Consultant</td> <td style="text-align: center;"><i>5 marks</i></td> </tr> <tr> <td>Procurement &amp; Contract Management Consultant</td> <td style="text-align: center;"><i>5 marks</i></td> </tr> <tr> <td>Financial Consultant</td> <td style="text-align: center;"><i>4 marks</i></td> </tr> <tr> <td>Human Resource Consultant</td> <td style="text-align: center;"><i>4 marks</i></td> </tr> </tbody> </table>	Position	Marks for evaluation	Project Manager	<i>7 marks</i>	Information & Technology Consultant	<i>5 marks</i>	Procurement & Contract Management Consultant	<i>5 marks</i>	Financial Consultant	<i>4 marks</i>	Human Resource Consultant	<i>4 marks</i>	<b>25</b>
	Position	Marks for evaluation												
	Project Manager	<i>7 marks</i>												
	Information & Technology Consultant	<i>5 marks</i>												
	Procurement & Contract Management Consultant	<i>5 marks</i>												
	Financial Consultant	<i>4 marks</i>												
Human Resource Consultant	<i>4 marks</i>													
<p>The deployment of resource would be for a period of 36 months. Odisha Police Department reserves the right to increase or decrease the number of resources as per its requirement.</p>														
<b>Approach and methodology</b>		<b>35</b>												
<b>4</b>	<p>Approach and Methodology of the Technical proposed submitted along with work plan based on the</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #D9E1F2;">Criterion</th> <th style="background-color: #D9E1F2;">Marks allocated</th> </tr> </thead> <tbody> <tr> <td>Approach and Methodology towards the scope of work, DPR preparation, Monitoring and Tracking progress of various projects, efficiency initiatives of the authority etc.</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Innovation and Best Practices</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Relevant Local Knowledge &amp; Odisha Police Department understanding</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>		Criterion	Marks allocated	Approach and Methodology towards the scope of work, DPR preparation, Monitoring and Tracking progress of various projects, efficiency initiatives of the authority etc.	5	Innovation and Best Practices	5	Relevant Local Knowledge & Odisha Police Department understanding	5	<b>15</b>			
	Criterion	Marks allocated												
	Approach and Methodology towards the scope of work, DPR preparation, Monitoring and Tracking progress of various projects, efficiency initiatives of the authority etc.	5												
	Innovation and Best Practices	5												
Relevant Local Knowledge & Odisha Police Department understanding	5													

Sl. No.	Parameters	Total / Maximum Marks
5.	<b>Presentation:</b> Bidder must submit the documentation of the above with technical bid and make a technical presentation before evaluation committee	20
<b>Total Marks 100 (Passing Marks- 70 marks)</b>		<b>100</b>

The number of points to be assigned to each of the experts shall be determined considering the following sub-criteria and relevant percentage weights:

- Minimum qualifications (Fulfilling minimum education criteria mentioned in the ToR): 20%
- Minimum Experience (Fulfilling Minimum Years of relevant experience criteria as mentioned in the ToR): 30%
- Relevant Sector Experience (Fulfilling experience criteria of relevant sector and assignment as mentioned in the ToR): 50%

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is 70.

The highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:

$St = 100 \times T/Th$ , in which “St” is the Technical Score, “Th” is the highest Technical Score given, and “T” is the Technical Score of the proposal under consideration.

- FINANCIAL EVALUATION (3rd Stage): The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder’s representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.
- The lowest evaluated financial proposal (Sf) will be given a maximum financial score (Fm) of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:
- $Sf = 100 \times Fm/F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.

## **10.Evaluation Process:**

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal (0.7); P = the weight given to the Financial Proposal (0.3); T + P = 1) as following:

$$S = St \times T + Sf \times P,$$

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

## **11.Performance Bank Guarantee (PBG):**

Within 15 working days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee as defined in this RFP. Failure to comply with the terms and conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

**The bidders are requested to submit e-BG as per bid requirement in term of electronics Bank Guarantee quoting Unique Identification Number (UIN) “NCOGD2383P” with NeSL while applying eBG from their respective Banks.**

## **12.Contract Negotiation:**

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any, and availability of proposed professionals etc.

## **13.Award of Contract:**

After completion of the contract negotiation stage, the Odisha Police Department will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 36months from the date of effectiveness of the contract and will be extended on mutual consent.

#### **14. Conflict of Interest:**

Conflict of interest exists in the event of:

- a. Conflicting assignments, typically Master System Integrator, System Integrator, software development related assignment being executed by the bidding entity or associate entity with the department.

#### **15. Disclosure:**

- i. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
  - Bidders must disclose if they as valid on date, are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- ii. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
  - Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
  - Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

## **16. Anti-corruption Measure:**

- i. Any effort by Bidder(s) to influence the Odisha Police Department in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- ii. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Odisha Police Department shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

## **17. Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder and the Odisha Police Department shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

## **18. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Odisha Police Department shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

## **19. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Cuttack only within Odisha.

## **20. Governing Law and Penalty Clause**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Odisha Police Department holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Odisha Police Department may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Odisha Police Department and the bidder

under this contract will be governed by the prevailing laws of Government of India / Government of Odisha.

## **21. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Odisha Police Department's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Odisha Police Department, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

## **22. Amendment of the RFP Document:**

At any time before submission of proposals, the Odisha Police Department may amend the RFP by issuing an addendum at <https://tendersodisha.gov.in>. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Odisha Police Department may, at its discretion, extend the deadline for the submission of the proposals.

## **23. Odisha Police Department's right to accept any proposal and to reject any or all proposal(s):**

The Odisha Police Department reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

## **24. Copyright, Patents and Other Proprietary Rights:**

Odisha Police Department shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Odisha Police Department's request, the Consultant shall take all necessary steps to submit them to the Odisha Police Department in compliance with the requirements of the contract.

## **25.Replacement of Key Personnel:**

The key professionals to be deployed under this contract must be dedicated in nature. However, the Odisha Police Department reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Fifteen (15) days for review and approval. The Consultant must replace the personnel within fifteen (15) working days from the date of approval of replacement. If one or more key personnel become unavailable / leaves the project for any reason midway under the contract, the Consultant must notify the Odisha Police Department at least fourteen (14) days in advance and obtain the approval prior to making any substitution. In notifying the Odisha Police Department, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Odisha Police Department shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Change in key professionals beyond the allowable limit of the contract leads to implication of liquidated damage up to 5% of the contract value.

## **26.Force Majeure:**

For purpose of this clause, “Force Majeure” means an event beyond the control of the agency and not involving the agency’s fault or negligence and not foreseeable. Such events may include, but are not restricted, war so revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Odisha Police Department in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Odisha Police Department in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Odisha Police Department in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Odisha Police Department reserve the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

## **27.Settlement of Dispute:**

The Odisha Police Department and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved



amicably within 30 days of receipt of notice of such as a dispute shall be adjudicated by competent court at Cuttack, Odisha.

## **28. Disqualification of Proposal:**

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Document Fee & EMD as applicable.
- A bidder submits more than one proposal for this RFP, all such proposals shall be rejected, and the bidder shall be disqualified from this bid process.
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- Proposal is received in incomplete form.
- Proposal is received after due date and time for submission of bid.
- Proposal is not accompanied by all the requisite documents/information.
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest/best value.
- Proposal is not properly sealed or signed.
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- If, any of the bid documents(including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder)excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- Any other condition/situation which holds the paramount interest of the Odisha Police Department during the overall selection process.

## **29. Liability:**

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

## **30. Indemnity:**

The Consultant always during the pendency of this agreement, keep the Government/ Authority/ Corporation/ Odisha Police Department Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

**SECTION: 3 TERMS OF REFERENCE**  
**(ToR)**

## **1. Background:Odisha Police Department**

Odisha Police is the primary law enforcement agency of the State of Odisha with a vision “To ensure that Odisha is a safe place to live, visit and to do business”. It provides policing services to the citizens of Odisha.

The primary functions of Odisha Police include:

- Maintain peace and order in the state.
- Protect the citizen’s life and property.
- Prevent and detect crime.
- Bring offenders to justice.
- Manage the traffic.
- Uphold the law and provide policing service.
- Instill a sense of security in the mind of citizens.
- Protection of VVIPs/VIPs visiting the state

As part of its endeavours to provide its services to residents of Odisha with utmost efficiency, Odisha Police intends to undertake modernization and up gradation programs for its various functions including law & order, communication, provisioning, modernization, security surveillance and traffic management.

### **1.1. Objective of The Scope:**

The objective of this assignment is to hire an agency to provide consultancy and project management services for implementation of modernization/ up-gradation initiatives of Odisha Police like.

- a) Advisory Support for Police Modernization Scheme
- b) Financial Management and Advisory
- c) Information Technology Advisory Services
- d) Procurement, Bid & Contract Management
- e) Institutional, Governance and Human Resource Advisory

### **1.2. Broad Scope of Work**

The broad scope of work for the consultancy firm shall include advisory support and assistance in the following major areas which shall include, but not limited to the list of tasks to be undertaken as follows.

#### **1.2.1. Advisory Support for Police Modernization Scheme**

- a. Assist Odisha Police Department (Modernization Section) in budget preparation as per the year wise guidelines issued by Ministry of Home Affairs, (GoI) for scheme of “Assistance to State & UTs for Modernization of Police”.

- b. Assist Authority in strategic planning and distribution of fund under the heads of Weaponry, Ammunition (for training only), Communication Equipment, Forensic Equipment, Intelligence Equipment, Training Equipment, SMART Policing Equipment, Traffic Equipment, Security/Other Equipment, IT/CCTNS Equipment, Women's safety related/ERSS equipment, Mobility (Where applicable), Cyber Policing Equipment, Construction (Residential & Non- Residential) and others as per requirements and guidelines.

The key activities under project management for a consultant will include, but not limited to:

- a) Preparation of guidelines, policy documents and ToR etc. for various e-Governance activities in Odisha police.
- b) Procurement of other hi-tech arms/ ammunition, security equipment's and other tools for use of Odisha Police, including non-lethal weapons and crowd-control equipment
- c) Prepare a Monitoring and evaluation framework for Project appraisal.
- d) Design of reporting formats for the initiatives identified under Odisha Police
- e) Data collection, collation, analysis and reporting as per the formats and Odisha Police requirements.
- f) Interaction and follow up actions regarding projects concerned with Odisha Police and departments and any external agencies.
- g) Preparing agenda notes, presentations, and minutes of meetings for the various projects and review meetings for the identified initiatives
- h) Service Level Agreement (SLA) monitoring of the vendors and workout time delays and cost implications.
- i) Review vendor performance and provide inputs for Odisha Police with recommended actions, if any required
- j) Undertake techno-commercial review of solutions proposed by vendors.
- k) Undertake compliance audit of vendor performance w.r.t. to vendor contracts.
- l) Supervision of project and testing at various stages up to completion.
- m) Submission of all project reports deliverable within the client time lines and onetime closure of Assignment at Organization.

### **1.2.2. Financial Management Services**

- a) Project Financing, Project Appraisal, Business Modelling, and planning for Odisha Police.
- b) Financial Planning, Budget Preparation, Cash Flow Analysis, Ratio Analysis, Public Private Partnership project planning, Project Financial Modeling as per OGFR/GFR rules of Govt. of Odisha & Govt. of India
- c) Advise on budgetary provisions and control measures-Manage Project schedule, cost, and quality as per contractual requirements and internal

Benchmarks on a continual basis. Submission of all project reports deliverable within the client time lines and onetime closure of Assignment at Organization.

- d) Assist Odisha Police in Financial fraud detection cases & Financial Risk Management.

### **1.2.3. Information Technology Advisory Services**

The broad scope of activities which the consultant will be expected to undertake as part of solution conceptualization will include Detailed study of the existing systems and processes in Odisha Police for modernization.

- a) Undertake global/ national best practices/studies for identified Police modernization initiatives.
- b) Detailed solution conceptualization for each of the modernization initiative
- c) Design of business processes and procedures for the identified initiatives
- d) Identification of legal and change management requirements.
- e) Assist in reviewing of AS IS, TO BE, Detailed Project Report for each modernization initiative/project.
- f) Assist in Computerization and IT solutions for Odisha Police through selected vendor.
- g) Induction of latest technology in Odisha Police in crime control
- h) Upgradation/ Expansion of communication infrastructure
- i) Upgradation of training infrastructure in Odisha Police
- j) Developing and linking Traffic and Communication Network with neighboring cities
- k) Linking of Odisha Police with external agencies such as hospitals, prisons, courts, forensic labs, etc.

### **1.2.4. Procurement, Bid & Contract Management**

RFP Preparation and Bid Management: The objective of this track of work for the consultant is to prepare EOIs/RFPs/RFPs for Odisha Police and facilitate bid management activities leading to selection of vendors for various activities. It is to be noted that the RFP preparation and bid management will not only include the modernization initiatives as identified in A) above but may also extend to other procurement /project requirements of Odisha Police. The broad activities which a consultant will be expected to perform are:

- a) Gather techno-commercial requirements for the identified initiative.
- b) Preparation of EOIs/RFP/RFP based on requirements of Odisha Police
- c) Facilitate pre-bid sessions with vendors and issue of necessary corrigendum/ replies to vendor queries.
- d) Conduct detailed pre-qualification, technical and commercial evaluations of the bids received.

- e) Undertake technical and assisting commercial negotiations with shortlisted vendor.
- f) Facilitate discussions and approvals from the governance structures/ committees formed for the bid.
- g) Preparation of Draft contract with vendors and undertake negotiations. Assist in Issue of Letter of Intent (LoI), Work Order, etc.
- h) Coordination with internal and external stakeholders of Odisha Police.
- i) Any other mutually agreed activities related to procurement.

#### **1.2.5. Institutional, Governance and Human Resource Advisory**

- a. To carry out detailed diagnostic studies through interventions specially designed for the Odisha Police and analyzing role efficacy of Officers/Unit Heads with reference to the HR Systems and Processes including organization structure.
- b. Assessment of Key HR processes with a perspective of revisiting and re-aligning HR Systems and Process, wherever required, for
  - i. Facilitating and enhancing role effectiveness (Specifics for study of role effectiveness given below)
  - ii. Cultural strengthening of the organization for becoming truly a 'Great Place to Work'.
  - iii. As an outcome of the intervention, detailed report with reference to role efficacy would be submitted which along with any other insights gained during the process necessarily identifies along with the parameters:
    - HR Systems and Processes which support the role effectiveness, contributes to cultural strengthening and overall HR Excellence.
    - HR Systems and processes not aligned for role effectiveness and has insignificant contribution for cultural strengthening and overall HR Excellence.
- c. Detail study with strength areas or gaps & key concern areas affecting role efficacy and role deliverables and accordingly indicate review of identified HR Systems and process, factors affecting employee motivation, commitment, concern for organization and performance in a thorough report.
- d. The re-designed approach should optimize and rationalize HR Processes across the Police organizations for greater focus on effective performance by all functions and role holders.
- e. Leadership Development: Inputs and processes for enhancing effectiveness of Leadership Development process and re-design of the same as per study for the rank above IGP.
- f. Driving Performance Culture: For reinforcing performance culture, based on the study conducted as per scope, must identify specific areas, interventions, processes for institutionalization along with implementation plan.

## 2. Consultant Deployment

The core team would be deployed onsite Full time (unless there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location) and as per the minimum monthly deployment as mentioned below. Over and above that, Odisha Police reserves the right to increase the number of consultants as and when required as per the terms and conditions detailed below. The Consultant personnel shall be stationed at Odisha Police Department 's location in Cuttack, Odisha or any.

S#	Position	Educational Qualification	Work Experience
1.	Project Manager	<ul style="list-style-type: none"> <li>MBA from reputed institute/Universities</li> <li>B.E./ B. Tech</li> </ul>	<ul style="list-style-type: none"> <li>Total 10 Years of Experience</li> <li>At least 7 Years of Experience in Government Sector for PMU/PMC or relevant projects.</li> </ul>
2.	Information & Technology Consultant	<ul style="list-style-type: none"> <li>MBA from reputed institute/Universities</li> <li>B.E./ B. Tech in Computer Science Engineering or relevant</li> </ul>	<ul style="list-style-type: none"> <li>Total 5 Years of Experience</li> <li>At least 3 Years of Experience in Government Sector for E-governance projects.</li> </ul>
3.	Procurement & Contract Management Consultant	<ul style="list-style-type: none"> <li>MBA from reputed institute/Universities</li> <li>B.E./ B. Tech</li> </ul>	<ul style="list-style-type: none"> <li>Total 5 Years of Experience</li> <li>At least 3 Years of Experience in Government Sector for public procurement projects.</li> </ul>
4.	Financial Consultant	<ul style="list-style-type: none"> <li>MBA in Finance from reputed institutes / Chartered Accountancy</li> </ul>	<ul style="list-style-type: none"> <li>At least 5 Years of Experience in core finance sector like budget preparation, financial due diligence, financial fraud detection.</li> <li>Working Experience with Bloomberg &amp; ICE Data Services.</li> <li>Working experience with Government Departments</li> </ul>
5.	Human Resource Consultant	<ul style="list-style-type: none"> <li>MBA in HR from reputed institute/Universities</li> </ul>	<ul style="list-style-type: none"> <li>At least 3 Years of Experience in Organization restructuring, HR Policy implementation for any government sector projects.</li> </ul>

### 3. Payment, Timelines of deliverables

Following are the payment milestones and deliverables for the consultant.

Sl. No.	Description of Items	Corresponding time frame (months)	Payment Milestone- Professional fees
1.	Submission of Monthly Progress Report (MPR)	Before the 10 <sup>th</sup> day of the next month	As per Monthly Deployment of the resources

### 4. Contract Period

Contract will be for initial period of 3 years from the date of deployment of the personnel with an annual escalation of 5% applicable on the Man month quoted as per the bid amount, every year post the initial date of Agreement. The agreement can be renewed for a further period of 2 years or as agreed mutually. Over and above that, Authority reserves the right to increase or decrease the number of resources as and when required as per the terms and conditions detailed below.

### 5. Payment Terms and Schedule:

- i. The Professional fees payments shall be released as per terms defined in this Section.
- ii. The Invoice will be submitted Monthly along with attendance.
- iii. The payment will be made within 30 days after submission of Invoice with all supporting documents.
- iv. The Selected Agency shall submit the Monthly Progress Report detailing the work done and manpower resource deployed during the month. The payment will be released by the Authority upon receipt of invoice and Monthly Progress Report.
- v. For local travel during official visit within Cuttack, Consultants will make their own arrangements for conveyance.
- vi. No payments will be made for any additional work (other than the contracted as per the scope of work of the RFP) which has not been approved in writing by the competent authority.

### 6. Odisha Police Department' inputs and Counterpart Services and Facilities:

Office space, furniture, printers, office stationery will be made available to the consultants by Odisha Police Department. The consultancy firm will be responsible to arrange at its own cost for laptop/desktop and internet connection for project team.

### 7. Availability of resources at Odisha Police Department office:

All the resources as mentioned above shall be available on all working days as per Govt. of Odisha calendar and as and when asked by the Odisha Police Department. Resources deployed by Agency may be allowed 20 (Twenty) leaves per year on pro-rata basis,



however prior intimation of the Police Department Odisha shall be required before availing the leave.

### 8. No Idle Time Charges

No idle time charges shall be payable by the Odisha Police Department, in any case whatsoever.

### 9. Action and Compensation in case of default

- Condition of Default:
  - a. The deliverables at any stage of the project as developed/implemented by the selected agency do not take care of all or part thereof the scope of work as agreed and defined under the contract.
  - b. The deliverables at any stage of the project as developed/ implemented by the selected agency fails to achieve the desired result or do not meet the intended quality and objective as required by the Odisha Police Department.
  - c. The documentation is not complete and exhaustive.
  - d. There is a change in resource before the completion of a pre-defined period.
- vii. The Odisha Police Department may impose penalty on the selected agency providing the services as per the service levels defined in this RFP.

### 10. Service Level and Penalty

Delays in the Selected Agency's performance: Performance of the services shall be made by a selected agency in accordance with the service levels as specified in below table:

Sl. No.	Service Level	Expected Service Level	Penalty level in case of Default
1.	Deployment of all personnel for project after signing the contract or any subsequent requirement from the Odisha Police Department during the contract period	<ul style="list-style-type: none"> <li>• 2-3 weeks for Principal Consultants</li> <li>• 1-2 weeks for Senior Consultants</li> <li>• 1 week for consultant</li> </ul>	5% of Monthly Payment Due ONLY in the succeeding month.

Replacement will be allowed in case any of the following holds true for the personnel.

- i. Resignation and Medical emergency of personnel subject to furnishing of appropriate relieving certificate to Odisha Police Department.
- ii. Any unavoidable circumstance with appropriate reasons provided in writing and agreed by the Odisha Police Department.

Sl. No.	Service Level	Expected Service Level	Penalty level in case of Default
1.	Replacement of Personnel on resignation/medical emergencies (including death)	<p>a. Resignation: Alternate CV must be submitted before 1 month in case of resignation including Minimum 2 weeks of handover time. of RFP.</p> <p>b. Medical Reason (including death): Alternate CV must be submitted before 2 weeks from the date of event</p> <p><b>Replacement CV to meet the required criteria</b></p>	<p>5% of Monthly Payment Due only in the succeeding month</p> <p>(Above penalty will be levied if the personnel will not report at Odisha Police Department after 3 weeks from the date of acceptance /approval of CV by Odisha Police Department)</p>
2.	Replacement of personnel at request of Odisha Police Department due to non-performance of resource	<p>Maximum 3 weeks from date of intimation by the Odisha Police Department, including Minimum 2 weeks of Handover time.</p> <p><b>Replacement CV to meet the required criteria of RFP</b></p>	<p>5% of monthly payment due only the succeeding month.</p> <p>Note: above penalty will be levied if the personnel will not reported at Odisha Police Department after 3 weeks from the date of acceptance/approval of CV by Odisha Police Department)</p>
3.	Replacement of personnel at the request of the Selected Agency	<p>No replacement within 6 Months.</p> <p>Maximum 1 replacement within a year, with minimum 2 weeks of handover time</p>	<p>5% of monthly payment due only in the succeeding month</p>

### **11. Calculation of Penalties:**

- In situation, where the Selected Agency has incurred a Penalty of equal to or more than Ten (10) % for Three (3) consecutive months at any time during the Contract Period, the Odisha Police Department reserves the right to either invoke the termination Clause or terminate the Contract.
- The Odisha Police Department also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the, if for any reason stated in the Contract document, the Contract of the Selected Agency shall be terminated.
- Total Penalty shall be capped subject to 10% of the Monthly total payments at any time of the Contract. In such situation where the total penalty exceeds the above limit of 10% of the Monthly payments at any time during the Contract, the Odisha Police Department reserves the right to terminate the Contract.

### **12. Service Levels Change Control**

- It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period. Any changes to the Service Level provided during the term of the Contract between the Odisha Police Department and the Selected Agency, as defined above, documented, and negotiated in good faith by the Selected Agency. Change in Service Level can be requested by either party.
- Upon receiving any revised requirement in writing from Odisha Police Department, the Selected Agency would discuss the matter with the Odisha Police Department for better understanding and requirement.
- In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter to Odisha Police Department as well as discuss the matter with Odisha Police Department, giving reasons thereof.
- In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- If it is mutually agreed that such requirement constitutes a “Change in Service Levels” then a new Service Level Agreement will be prepared and signed by the Selected Agency and to confirm a “Change in Service Level” and will be documented as an addendum to this Contract.
- In case, mutual Agreement is not reached, then the Selected Agency shall continue providing Services under the current Service Levels as defined in the contract.

### **13. Exit Policy and Procedures for Temporary Staffing personnel:**

- At the time of expiry of Contract period, as per the Contract, between the Selected Agency and the Odisha Police Department, the Selected Agency needs to ensure a complete knowledge transfer by their deployed Personnel to the new Personnel replacing them.
- Confidential Information, Security and Data: The Selected Agency on the commencement of the exit management period will promptly supply all the following:

- All information relating to the current services rendered.
- Documentation relating to any of the Project's Intellectual Property Rights.
- Any Project data and confidential information.
- All other information (including but not limited to documents, records, and Agreements) relating to the services reasonably necessary to enable, to carry out due diligence to transition the provision of the Services to
- All hardware (including laptops, printers, pen drives etc., if any,) which is a property of the Odisha Police Department. Before the date of exit of Selected Agency, the Selected Agency shall deliver to the Odisha Police Department all new or up-dated materials from the categories set out in clauses above and shall not retain any copies thereof. However, the Selected agency may retain the copy of documents, records, working paper etc. which they have acquired during execution of the assignment/already delivered to /.

**Section: 4 Technical Proposal**  
**Submission Forms**

**TECH -1 Covering Letter**

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

.....  
.....  
.....

**Subject: Selection of a Consulting Firm for setting up of Project Management Unit for Strategic Development of Odisha Police, Government of Odisha**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. Dated: I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 120 Days from the date of submission of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate based on the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further precontract costs. In case, any provisions of this RFP/ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including for feature of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

## **TECH -2 Bidders Details**

### Bidder's Organization (General Detail)

<b>Sl. No.</b>	<b>Description</b>	<b>Full Details</b>
<b>1</b>	<b>Name of the Bidder</b>	
<b>2</b>	<b>Address for communication:</b> Tel: Fax: Email id:	
<b>3</b>	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No.: Email id:	
<b>4</b>	<b>Registration / Incorporation Details</b> Registration No: Date & Year.:	
<b>5</b>	<b>Bid Document Fee Details</b> Amount: Reference No.: Date: Name of the Bank:	
<b>6</b>	<b>EMD Details</b> Amount Reference No.: Date: Name of the Bank:	
<b>7</b>	PAN Number	
<b>8</b>	Goods and Services Tax Identification Number (GSTIN)	
<b>90</b>	Willing to carry out assignments as per the scope of work of the RFP	<b>YES</b>
<b>11</b>	Willing to accept all the terms and conditions as specified in the RFP	<b>YES</b>

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:**\_\_\_\_\_



**TECH – 3 Financial Turnover Capacity of Bidder**

**Bidder Organization (Financial Details)**

Financial Information in INR				
D	FY 2019-20	FY 2020-21	FY 2021-22	Average
<b>Annual Turnover/ Revenue (in Crores)</b>				

***Supporting Documents:***

CA Certificate and Audited Financial Statements (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

\_\_\_\_\_

**Authorized Signatory [*In full and initials*]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**TECH – 4: FORMAT FOR POWER OF ATTORNEY**

**(On Bidder's Letter Head)**

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification / Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder

**TECH - 5 Experience Details**

**(BIDDER'S PAST EXPERIENCE DETAILS)**

Sl. no.	Period	Name of the Assignment with details thereof	Name of the	*Contract Value (in INRLakhs) and Duration in Months	Date of Award/ Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**TECH – 6 Declaration Format**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEREOF**

*Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4). If yes, please furnish details of any such activities.*

If no, please certify,

**IN BIDDER'S LETTER HEAD**

I hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4).

I also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the which shall be binding on us.

**Authorized Signatory [In full initials with Date and Seal]:**

\_\_\_\_\_

**Communication Address of the Bidder:**

\_\_\_\_\_

**TECH -7: Comments and Suggestion on ToR**

Comments and Suggestions on the Terms of Reference/Scope of Work

**A: On the Terms of Reference / Scope of Work:**

[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

**B: On Input and Facilities to be provide by the:**

[Comment here on inputs and facilities to be provided by the with respect to the Scope of Work and Study Implementation]

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

## **TECH -8 Description of Approach and Methodology**

### **DESCRIPTION OF APPROACH AND METHODOLOGY TO UNDERTAKE THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

#### **A. Understanding of Scope, Objectives and Completeness of response**

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the ToR here.

#### **B. Description of Approach and Methodology:**

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

#### **C. Methodology to be adopted:**

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Detail research design including sample design and estimation procedure.
- b. Suggestive tools for data collection.
- c. Analysis of field data and preparation of reports
- d. Any other issues

#### **D. Staffing and Study Management Plan:**

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

**Authorized                      Signatory                      [In                      full                      and                      initials]:**

\_\_\_\_\_

**Name and Designation with Date and Seal:**

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**TECH – 9 Format of Curriculum Vitae (CV)**

**Format of Curriculum Vitae (CV) for Proposed Core Staff- Onsite consultants only**

**1. Proposed Position:**

*[For each position of key professional separate form Tech-9 will be prepared]*

**2. Name of Firm :**

**3. Name of Staff :**

**4. Date of Birth :**

**5. Years with Firm :**

**6. Nationality :**

**7. Education :**

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

**8. Membership in Professional Associations:**

**9. Other Trainings :**

**10. Countries of Work Experience:**

**11. Languages :**

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

**12. Employment Record:**

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*

1	Procurement Entity Name	
	From[Year] – To[Year]	
	Position held	
	Task Assigned [List all the performed task under this assignment]	
2	Procurement Entity Name	
	From[Year] – To[Year]	
	Position held	
	Task Assigned [List all the performed task under this assignment]	

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

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

<b>Name of the Project</b>	
<b>Year</b>	
<b>Location</b>	
<b>Name of the Project Feature</b>	
<b>Position Held</b>	
<b>Activities Performed</b>	

**Certification:**

*I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.*



**Date:**

**Signature of Key Professional with Date** \_\_\_\_\_

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**Section: 5**  
**FinancialProposalSubmissionForms**

## FIN-1 (Financial Proposal)

To,

I.G.P. (Provisioning)  
Odisha Police Headquarters

Subject: Financial Bid for Request for Proposal (RFP) for Selection of a Consulting Firm for setting up of Project Management Unit for Strategic Development of Odisha Police, Government of Odisha

Sir,

Having gone through the RFP document and having fully understood the Scope of Consultancy; we are pleased to quote the following Professional Fees for the Consultancy:

S#	Position	No of Resources	Estimated Duration	Man, month Rate- excluding applicable tax in INR	Total Cost in INR excluding applicable tax in INR
A	B	C	D	E	F=C*D*E
1.	Project Manager	1	36 months		
2.	Information & Technology Consultant	1	36 months		
3.	Procurement & Contract Management Consultant	1	36 months		
4.	Financial Consultant	1	36 months		
5.	Human Resource Consultant	1	36 months		
Total Professional fees for a period of 3 years in Figures- INR					<b>Sum of Above (T)</b>
Total Professional fees for a period of 3 years in Words- INR					<b>Sum of Above (T)</b>

1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
2. The Authority shall pay applicable GST to the selected bidder as per Applicable Rules over and above the fees quoted.
3. Any discrepancies between Figures and Words, Words shall prevail.

4. The Authority reserves the right to increase or decrease the resource as per the requirement of the authority. The applicable man month rate would be considered for any additional requirement of resources.

Our Financial Proposal shall be binding upon us for the Consultancy and this Proposal would be valid up to 120 days from the Proposal Due Date. This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.

The Financial proposal is without any condition.

Authorized Signatory [In full and initials]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

Note: (Uploading of files for submission of bid):

**For management of space the bidders can serially arrange their scanned documents as per Format above (all pages should be signed by authorized signatory with seal and then to be scanned) and create two equalized PDF files and upload them to avoid any space constraint.**

**The BOQ file (Excel file) is to be uploaded in the price bid.**

## **Section 6 Bid Submission Check List**

**Annexure–I**

Sl. No.	Description	Submitted(Y es/No)	Page No.
<b>TECHNICAL PROPOSAL (ORIGINAL + 1COPY)</b>			
1	Filled in Bid Submission Check List <b>(ANNEXURE-I)</b>		
2	Covering Letter <b>(TECH -1)</b>		
3	Bid Document Fee of <b>Rs. _____</b>		
4	<b>Rs. _____</b> as EMD		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	General Details of the Bidder <b>(TECH - 2)</b>		
9	Financial details of the bidder <b>(TECH - 3)</b> along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
10	Power of Attorney <b>(TECH - 4)</b> in favor of the person signing the bid on behalf of the bidder.		
11	List of completed/on-going assignments of similar nature (Past Experience Details) <b>(TECH - 5)</b> along with the copies of work orders/agreement/ LOA/ PO mentioned in the RFP for the respective assignments		
12	Self-Declaration on Potential Conflict of Interest <b>(TECH - 6)</b>		
13	Undertaking for not have been blacklisted by any Central / State Govt./any Autonomous bodies as on date of submission of the bid.		
14	Comments and Suggestions <b>(TECH – 7)</b>		
15	Description of Approach, Methodology & Work Plan <b>(TECH - 8)</b>		
16	CV of Key Professionals <b>(TECH – 9)</b>		
17	Work Plan <b>(TECH – 10)</b> - Please submit the Work Plan in Gantt Chart format.		
<b>FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)</b>			
1	Covering Letter and Summary of Financial Proposal <b>(FIN-1)</b>		

**Undertaking:**

*All the information has been submitted as per the prescribed format and procedure.  
All pages of the proposal have been sealed and signed by the authorized representative.*

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_