



Commissionerate Police, Bhubaneswar-Cuttack

**Bid Document and RFP
for**

**Project Management Unit for Strategic Communication,
Technical Support and Citizen-Centric Policing Initiatives &
Setting up a PMU to Strengthen e-Governance and Public
Outreach for Police Commissionerate, Bhubaneswar-
Cuttack.**

(Through e-tendering)

BID NO. PMU-2/2025-26

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E-procurement notice

BID Document NO. PMU-2/ 25-26

1	Name of the project	Project Management Unit for Strategic Communication, Technical Support and Citizen-Centric Policing Initiatives & Setting up a PMU to Strengthen e-Governance and Public Outreach for Police Commissionerate, Bhubaneswar-Cuttack.
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 30.06.2025
3	Bid Due Date	Date: 21.07.2025 ; Time: 05:00 PM

All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of Commissionerate Police, Bhubaneswar - Cuttack (www.bhubaneswarcuttackpolice.gov.in). Commissionerate Police, Bhubaneswar - Cuttack reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-
Dy. Commissioner of Police, Hdqrs.
Bhubaneswar-Cuttack.
(Tender Inviting Authority)

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 30.06.2025
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 30.06.2025
3	Last date for sending queries	Date: 11.07.2025 ; Time: 05:00 PM; queries may be sent by email to dcpprov.cphq@odishapolice.gov.in
4	Pre-bid meeting	Date: 15.07.2025 ; Time: 11:00 AM; Venue: Commissionerate Police, Hdqrs., BBSR-CTC.
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 18.07.2025
6	Bid Due Date	Date: 21.07.2025 ; Time: 05:00 PM
7	Opening of Technical Bid	Date: 22.07.2025 ; Time: 11:00 AM
8	Presentation Date	To be informed
9	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

Sd/-
Dy. Commissioner of Police, Hdqrs.
Bhubaneswar-Cuttack.
(Tender Inviting Authority)

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Project Management Unit for Strategic Communication, Technical Support and Citizen-Centric Policing Initiatives & Setting up a PMU to Strengthen e-Governance and Public Outreach for Police Commissionerate, Bhubaneswar-Cuttack.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	Amount: INR 5000/- (Rupees Five Thousand) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	Amount: INR 70,000 (Twenty-Five thousand) only Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	05% of the Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 14
8	Nodal Officer (Tender)	Name: Prakash Chandra Pal (for commercial and operations queries) Phone No.:9437029170 Phone No.: 0674-2532874 Email: dcpprov.cphq@odishapolice.gov.in
9	Address	Police Commissionerate, Unit V, Bidyut Marg, Bhubaneswar Odisha – 751001
10	Bid document No.	PMU-2/2025-26

Sd/-

**Dy. Commissioner of Police, Hdqrs.
Bhubaneswar-Cuttack.
(Tender Inviting Authority)**

3. Disclaimer

- 3.1 This Bid document is neither an agreement nor an offer by Commissionerate Police- Bhubaneswar Cuttack to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.
- 3.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by Commissionerate Police – Bhubaneswar Cuttack. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for Commissionerate Police, Bhubaneswar - Cuttack to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements, and information contained in the Bid document may not be complete, accurate, adequate, or correct. Each Bidder must, therefore, conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Bid document and obtain independent advice from appropriate sources.
- 3.3 Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Commissionerate Police, Bhubaneswar - Cuttack accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 Commissionerate Police – Bhubaneswar Cuttack, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.
- 3.5 Neither Commissionerate Police, Bhubaneswar - Cuttack nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid document. Commissionerate Police, Bhubaneswar - Cuttack also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.
- 3.6 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.
- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is

complete in all respects and that the Bidder is fully satisfied with the Tender Documents.

- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 Commissionerate Police- Bhubaneswar Cuttack may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of Commissionerate Police – Bhubaneswar Cuttack. It is the duty of Bidders to visit the e-procurement portal and the website of Commissionerate Police, Bhubaneswar - Cuttack regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.

The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by Commissionerate Police, Bhubaneswar - Cuttack. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Commissionerate Police, Bhubaneswar - Cuttack with respect to this Bid document.

- 3.11 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by Commissionerate Police, Bhubaneswar - Cuttack. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. Commissionerate Police, Bhubaneswar - Cuttack's decision in this regard shall be final and binding on the Bidder.
- 3.12 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.13 The Bid is not transferable.

4. Abbreviations

BG	Bank Guarantee
BOQ	Bill of Quantity
CoP	Commissionerate Police – Bhubaneswar Cuttack
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PSU	Public Sector Undertaking
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

5. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Commissionerate Police, Bhubaneswar - Cuttack or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by Commissionerate Police, Bhubaneswar - Cuttack and the Price Bid, submitted strictly in the formats provided by Commissionerate Police, Bhubaneswar - Cuttack. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Commissionerate Police, Bhubaneswar - Cuttack;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with Commissionerate Police, Bhubaneswar - Cuttack;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to Commissionerate Police, Bhubaneswar - Cuttack for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 “Letter of Award (LoA)” means the written official intimation by Commissionerate Police, Bhubaneswar - Cuttack, notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.13 “Notice Inviting Tender” or “Bid document” or “RfP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by Commissionerate Police, Bhubaneswar - Cuttack vide Bid document No. for Setting up a Project Management Unit for ensuring better communication management and public perception along with better public service delivery and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This Bid document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by Commissionerate Police, Bhubaneswar - Cuttack subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);

- 5.14 "Pre-bid Meeting" means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.15 "Price Bid" means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.16 "Related Party" shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.17 "Selected Bidder" shall have the meaning given to it in Clause 8.21;
- 5.18 "Successful Bidder" shall have the meaning given to it in Clause 8.22;
- 5.19 "Technical Criteria" shall have the meaning given to it in Clause 7.1;
- 5.20 "Technically Qualified Bidder" means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of Commissionerate Police, Bhubaneswar - Cuttack as per terms and condition of the Bid document and is qualified for opening of its Price Bid;
- 5.21 "Techno-Commercial Bid" means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.22 "Tender Paper Fee" shall have the meaning as set forth in Clause 8.6;
- 5.23 "Turnover" shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

6. Scope of Services

6.1 The selected Service Provider shall provide the following services to Commissionerate Police- Bhubaneswar Cuttack as per the below mentioned time frame:

#	Item	Particulars
1	Name/ type of services	Appointment of Consultant for Setting up a Project Management Unit for improving public service delivery, enhancing the outreach of Commissionerate Police and for ensuring better communication and management with public.
3	Contract period	Current Financial Year. It may be Extended basing on successful execution and completion of project, satisfactory performance and on the discretion of Commissionerate Police, Bhubaneswar-Cuttack.
4	Location for providing the services	Bhubaneswar and Cuttack

6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in **Annexure 2**.

6.3 The “General Conditions of Contract-Services” as enclosed in the tender at **Annexure 1** shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

7. Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

Sl. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
1.	Legal Entity	The Bidder should be a registered company in India under the Companies Act, 1956 / 2013 or LLP Act 2008 and subsequent Amendments. The bidder must be in consultancy business and operational for at least 5 years, as on the date of submission of the bid.	Copy of Certificate of Incorporation/ Registration/Partnership deed Copy of PAN Card Copy of GST Registration

2.	Turnover	The Average Annual Turnover of the bidder from Consultancy services from last three financial years 2022-23, 2023-24 and 2024-25 shall be minimum of Rs. 30 Lakhs (Indian Rupees Thirty Lakhs).	<ul style="list-style-type: none"> • Audited financial statements (Profit and Loss and Balance Sheet) should be submitted as support. The financial capacity of bidder or its Parent/ Holding/ Associate entity shall be considered. • CA's certificate clearly specifying the average annual turnover for the specified years (Last Financial Year Provisional Certificate will be accepted)
3.	Net worth	The bidder should have positive net worth as on March 31, 2024.	Net worth certificates from Chartered Accountant.
4.	Consultancy Experience	The bidder must have demonstrated experience either as the lead bidder or as a consortium partner, in successfully awarded at least one consulting/PMU project for F.Y. 2024-25 and which is continuing in 2025-26 for any Department of state government, Central Government or Union Territory agency or any PSU with a minimum order value of Rs. 30 lakhs within the last 5 years from the date of submission.	Copy of Work order/LOI/LOA/ Contract Agreement / Purchase Order
5.	Resource Strength	The bidder must have minimum 10 employees working in consulting as on Date of publishing this RFP.	Self-declaration on the letter head of the company by the HR.
6.	Blacklisting	The Bidder should not continue to be barred or blacklisted by any Central Govt./State Govt. or PSU (State/Centre) at the time of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per RFP.
7.	Authorized Representative from Bidder	A power of attorney / board resolution in the name of the person signing the bid.	Original Power of attorney on legal paper / Board resolution copy

8.	Certifications	The bidder must have ISO 9001:2015 and ISO 27001 certifications.	Attach copy of the valid Certificates
9.	Local Presence	The bidder should have a local office in Odisha. If bidder does not have a local office at the time of bid submission, they must furnish an undertaking to setup an office within 1 month from issuance of work order	Leased agreement/ Trade license/ Undertaking

Note

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the Bid document, even if the total Contract is not completed/ closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is **NOT** allowed.

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of Commissionerate Police, Bhubaneswar - Cuttack (www.bhubaneswarcuttackpolice.gov.in). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Chapter 10.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.

- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 Tender Paper Fee
- 8.6.1 The Bidder shall pay to Commissionerate Police, Bhubaneswar - Cuttack a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.
- 8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7 Earnest Money Deposit (EMD)
- 8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.
- 8.7.2 Mode of Payment:
The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in).
For the avoidance of doubt, it is clarified that Commissionerate Police, Bhubaneswar - Cuttack shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.
- 8.7.3 Return of EMD:
The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- 8.7.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

8.7.5 The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Security.

8.7.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by Commissionerate Police, Bhubaneswar - Cuttack as a genuine pre-estimated compensation and damages payable to Commissionerate Police, Bhubaneswar - Cuttack for, inter alia, the time, cost and effort of Commissionerate Police, Bhubaneswar - Cuttack without prejudice to any other right or remedy that may be available to Commissionerate Police, Bhubaneswar - Cuttack hereunder, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Selected Bidder fails to acknowledge and return to Commissionerate Police, Bhubaneswar - Cuttack a signed copy of the LoA or Agreement within the timeframe allowed by Commissionerate Police, Bhubaneswar - Cuttack ;
- iii) if the Selected Bidder fails to submit the Performance Security within the time frame allowed by Commissionerate Police, Bhubaneswar - Cuttack ;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
- v) If the Bidder has otherwise committed any breach of the terms of this Bid document;
- vi) in case the Selected Bidder, does not comply with the requirements of the Price Bid;
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

8.7.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

8.8 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 90 (ninety) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by Commissionerate Police- Bhubaneswar Cuttack. Under exceptional circumstances, Commissionerate Police- Bhubaneswar Cuttack may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of Commissionerate Police, Bhubaneswar - Cuttack to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

8.9 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by Commissionerate Police, Bhubaneswar - Cuttack. The responses to the queries received shall be published by Commissionerate Police, Bhubaneswar - Cuttack on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be

considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

- 8.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, Commissionerate Police, Bhubaneswar - Cuttack may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to consider such corrigendum / amendment, Commissionerate Police, Bhubaneswar - Cuttack may at its own discretion also extend the Bid Due Date.
- 8.11 Extension of Bid Due Date: Commissionerate Police, Bhubaneswar - Cuttack may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 8.12 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents, including the proforma agreement;
 - ii) received all relevant information requested from Commissionerate Police, Bhubaneswar - Cuttack ;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of Commissionerate Police, Bhubaneswar - Cuttack relating to any of the matters related to this tender or otherwise;
 - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with Commissionerate Police, Bhubaneswar - Cuttack) and performance of all of its obligations there under;
 - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Commissionerate Police, Bhubaneswar - Cuttack ;
 - vi) Agreed to be bound by the undertakings provided by it under and in terms; and Commissionerate Police, Bhubaneswar - Cuttack shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by Commissionerate Police, Bhubaneswar - Cuttack.
- 8.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, Commissionerate Police, Bhubaneswar - Cuttack reserves the right in its sole discretion, without any obligation or liability whatsoever, to

accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further Commissionerate Police, Bhubaneswar - Cuttack reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for Commissionerate Police, Bhubaneswar - Cuttack 's action. Decision of Commissionerate Police, Bhubaneswar - Cuttack shall be final and binding in this regard. Commissionerate Police, Bhubaneswar - Cuttack reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

- 8.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.15.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- a) Documents Supporting Eligibility Criteria (Refer Chapter 7)
 - b) Covering Letter as per Annexure 4
 - c) Summary of the project(s)/assignment(s) undertaken by the Bidder - as per Annexure 6 (All experience/ assignments/ projects/ work orders of the bidder for the purpose of meeting Eligibility Criteria and for getting score against Technical Marks mentioned in Clause 8.19.6 shall be accompanied by the format provided at Annexure 6)
 - d) A brief description of the Bidder's organisation and an outline of recent experience of the Bidder, on assignments of a similar nature - As per format in Annexure 5
 - e) Documents towards Technical Scoring (Please refer to Clause 8.19.6 for further details) including the following:
 - a. A concise, complete, and logical description of approach and methodology as proposed by the Bidder in compliance to the ToR - As per format in Annexure 7

- b. CVs strictly in the prescribed format given in Annexure 9 and recently signed in blue ink on each page by both the proposed professional staff and the authorized representative of the firm.
- f) Composition of the proposed team, the tasks which shall be assigned to each and their timing - As per format in Annexure 8 (Names of all the team members must be mentioned)
- g) Techno-Commercial Bid checklist as per Annexure 12
- h) Mandate Form for Bank payment through e-mode as per Annexure 13
- i) Other Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6

8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 10.

8.16 Material deviation

8.16.1 Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

8.16.2 Commissionerate Police, Bhubaneswar - Cuttack may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. Commissionerate Police, Bhubaneswar - Cuttack may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Techno-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of Commissionerate Police, Bhubaneswar - Cuttack by the date specified therein,

may result in the rejection of its Bid. Commissionerate Police, Bhubaneswar - Cuttack, however, is not bound to waive such non-conformity under this Clause 8.16.2.

- 8.17 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Commissionerate Police, Bhubaneswar - Cuttack or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Commissionerate Police, Bhubaneswar - Cuttack shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 8.18 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 8.19 Evaluation of Techno-Commercial Bids:
- 8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionality or reservations.
- 8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by Commissionerate Police, Bhubaneswar - Cuttack, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.
- 8.19.3 If required, Commissionerate Police, Bhubaneswar - Cuttack may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with Commissionerate Police, Bhubaneswar - Cuttack or submission of any additional documents, not specifically asked for by

Commissionerate Police, Bhubaneswar - Cuttack will be allowed and even if submitted, they may not be considered by Commissionerate Police, Bhubaneswar - Cuttack.

8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.

8.19.5 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria and which receive Technical Marks of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.

8.19.6 The Technical Scoring criteria is specified below:

Technical Evaluation Criteria			
Sl. No	Description	Maximum Points	Supporting Documents
1.	The bidder having experience either as the lead bidder or as a consortium partner in engaging consulting/PMU project with contract value of minimum Rs. 30 lakhs for any Department with any state Government, Central Government or Union Territory or any PSU during last 5 years as on at the time of submission of bid. <i>[Each project will be awarded 10 marks max up to 20 marks]</i>	20 Marks	Supporting documents like LOA / PO / WO / Agreement Copy for such projects with relevant pages highlighting the scope of work, duration etc. should be submitted along with project citations.
2.	The bidder must have the experience either as the lead bidder or as a consortium partner/consulting project including monitoring of ICCC/data analytics /cyber security / IT project management etc., as a component or single consulting project for any state/central Government/PSU during last 5 years , with demonstrated experience in strategic communication , public outreach ,procurement process technical documentation , available technical gadgets /solution beneficial to the Commissionerate police as on at the time of submission of bid. <i>[Each project will be awarded 5 marks max up to 10 marks]</i>	10 Marks	Supporting documents like LOA/PO/WO/Agreement Copy for such projects with relevant pages highlighting the scope of work, duration etc. should be submitted along with project citations
3.	Bidder Quality Certification - ISO 27001 = 1 Mark - ISO 9001:2015 = 2 mark - CMMI Level 3 = 3 Mark - CMMI Level 5 = 5 Marks	05 Marks	Valid copy of the certificate

4.	The bidder must have at least 10 employees working in consulting on the payroll of the company as on Date of publishing this RFP.	5 Marks	HR Declaration indicating employee strength.
5	The bidder must have worked to set up PMU/ Consulting Unit in any Dept. in State/Central Government/PSU in India.	10 Marks	Work order copy/Client certificate indicating Project detail
6	<p>Approach and Methodology:</p> <ul style="list-style-type: none"> • Understanding of the Project Requirements – maximum 5 Marks. • Adequacy of the proposed work plan – maximum 7.5 Marks • Proposed Approach and Methodology –maximum 7.5 Marks. <p><i>[Proposed resource persons should be present during the presentation]</i></p>	20 Marks	Approach and methodology shall be submitted along with technical proposal.
7A	Sr. Consultant Technology Management	10	<p>To prepare technical specifications, support e-Governance initiatives and assist with upgrading systems such as the integrated Command and Control Centre.</p> <p>Key Responsibilities:-</p> <ul style="list-style-type: none"> • Survey available technological solutions for different aspects of policing viz. Security, Safety and Investigation as well as IT hardware and software solutions. • Suggest application solutions and their integration with existing solutions. • Prepare brochures /specifications of IT gadgets and systems required for e-governance initiatives. • Suggest technological up gradation of command and control infrastructure. • Prepare SOPs for integrating public CCTVs

			<ul style="list-style-type: none"> • Prepare presentations regarding different e-governance initiatives/policing initiatives. • Document and present performance reports and citizen centric initiatives. • Provide technical support and documentation. <p>At least 3 years of experience in government /IT infrastructure/e-Governance projects. Familiarity with surveillance systems, network integration and technical documentation.</p>
7B	Consultant business process Re-Engineering	10	<p>To support police procurement by surveying tech solutions and preparing related presentations and specifications for procurement by Commissionerate Police.</p> <p>Key Responsibilities :-</p> <ul style="list-style-type: none"> • Assist in procurement process including survey of available technological solutions for different aspects of policing viz. Security, Safety and Investigation as well as IT hardware and software solutions. • Assist in preparing bid documents, RFPs and tender notices. • Provide advisory services for transaction structuring, bid evaluation and contract negotiation. • Evaluate bids, assess bidder qualification. • Assist in negotiating contracts with selected bidders. • Ensure compliance with applicable laws, regulations and policies. • Prepare presentations and

			<p>proposals for Commissionerate Police as and when required.</p> <p>At least 3 years of experience in procurement, business analysis and project management in Government/ PSUs or any Govt. run/ Govt. assisted programs.</p>
7 C	Consultant Change management and capacity building	10	<p>To document best practices, manage institutional memory and prepare/present internal proposals and reports, design capacity building programs.</p> <p>Key Responsibilities :-</p> <ul style="list-style-type: none"> • Conduct comparative study of different aspect of policing vis-à-vis. other Police Commissionerate and suggesting progressive changes and preparing responsible, cost effective, justified and useful proposals. • Suggest training solutions consistent with above changes. • Develop capacity building modules and organize such training sessions. • Plan, design, lunch awareness campaigns (cyber safety, road safety and drug demand reduction etc.) • Prepare presentations and proposals for Commissionerate Police as and when required. <p>Design knowledge repositories using IT tools available.</p> <p>At least 1 year of experience in documentation and management of knowledge systems, change management and capacity building programs.</p> <p>Expertise in tools such as Microsoft Teams, Moodle, Lucid</p>

			works and Dropbox business etc.
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Note: - All the bidders who secure a Technical Score of 70 marks or more will be declared as technically qualified and will be eligible for financial bid opening.

8.20 Opening and Evaluation of Price Bids

8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

8.20.2 The lowest Price Bid as determined in terms of the paragraph above shall be assigned a Financial Score, F_s of 100. All the other Price Bids corresponding the techno-commercially acceptable bids shall be assigned a Financial Score, F_s based on the following formula:

$$F_s = \frac{100 \times \text{Lowest Price Bid received}}{\text{Amount of the Price Bid}}$$

8.21 Selected Bidder: For each techno-commercially acceptable bids, the bid with the highest Technical Marks shall be assigned a Technical Score, T_s of 100. All the other Technical Scores, corresponding the corresponding the techno-commercially acceptable bids shall be assigned a Technical Score, T_s based on the following formula:

$$T_s = \frac{100 \times \text{Technical Marks}}{\text{(Highest Technical Marks obtained by any bidder)}}$$

Then the Combined Score, S shall be calculated as follows:

$$S = T_s \times [70\%] + F_s \times [30\%]$$

The Bidder who achieves the highest Combined Score shall be the Selected Bidder.

Commissionerate Police, Bhubaneswar - Cuttack reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected Bidder may be forfeited by Commissionerate Police, Bhubaneswar - Cuttack . In such a case, Commissionerate Police, Bhubaneswar - Cuttack reserves the right to approach the technically qualified Bidder(s) who has the next highest Combined Score, S . In case the Price Bid of such Bidder is higher than the Price Bid of the original Selected Bidder, and Commissionerate Police, Bhubaneswar - Cuttack may ask such Bidder(s) to match

the Price Bid of the original Selected Bidder and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

8.21.1 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have the same Combined Score, the Bidder with the highest Technical Score shall be considered as the Selected Bidder.

8.22 Signing of Agreement:

Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Selected Bidder, failing which the Performance Security shall be appropriated by Commissionerate Police, Bhubaneswar - Cuttack . In such a case, Commissionerate Police, Bhubaneswar - Cuttack reserves the right to approach the technically qualified Bidder(s) who has scored the next highest Combined Score, S. In case the Price Bid of such Bidder is higher than the Price Bid of the original Selected Bidder, Commissionerate Police, Bhubaneswar - Cuttack may ask such Bidder(s) to match the Price Bid of the original Selected Bidder and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21. Upon signing of the Agreement, the Selected Bidder shall be considered to be the "Successful Bidder". The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, Commissionerate Police, Bhubaneswar - Cuttack shall issue Service Order(s) to the Successful Bidder.

8.23 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Selected Bidder shall submit the Performance Security at the Head Office, Commissionerate Police, Bhubaneswar - Cuttack upon issue of LoA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 14 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Security shall be valid for the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by Commissionerate Police, Bhubaneswar - Cuttack designated officer/ key contact for this contract.

9. Additional Instructions to Bidders

9.1 Pre-bid meeting:

A pre-bid meeting shall be organized by Commissionerate Police- Bhubaneswar Cuttack ; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform

Commissionerate Police- Bhubaneswar Cuttack by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. Commissionerate Police- Bhubaneswar Cuttack shall then send the invite for the pre-bid meeting to the email-ids that Commissionerate Police, Bhubaneswar - Cuttack would be receiving.

However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee and EMD
 - 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.

- 10.5.3 **Payment of Tender Paper Fee and EMD:** Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- Only those Bidders who successfully remit their EMD on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.
- 10.5.4 **Bid submission:** Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.5 **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.5.6 **Settlement of EMD on submission of bids:** The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 10.5.7 **Forfeiture of EMDs:** The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. Commissionerate Police, Bhubaneswar - Cuttack .
- 10.6 **Technical Parameter Sheet:** The Technical Parameter Sheet containing the technical specification parameters for each tendered item will be in Excel format (or any other format) and will be uploaded by Commissionerate Police, Bhubaneswar - Cuttack during tender creation. This will be downloaded by the Bidder and all the required information on this file shall be furnished by the Bidder during bid submission. Thereafter, the Bidder will upload the same file during bid submission in the General Technical Evaluation (GTE). In case the Technical Parameter Sheet is incomplete and not submitted as per the instructions given, the bid shall be summarily rejected by Commissionerate Police, Bhubaneswar - Cuttack without any further reference to the Bidder.
- 10.7 **Price Bid:** The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by Commissionerate Police, Bhubaneswar - Cuttack during tender creation. This will be downloaded by the

Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by Commissionerate Police, Bhubaneswar - Cuttack without any further reference to the Bidder.

- 10.8 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.9 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of Commissionerate Police, Bhubaneswar - Cuttack with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of Commissionerate Police, Bhubaneswar - Cuttack .
- 10.10 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, Commissionerate Police, Bhubaneswar - Cuttack may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with Commissionerate Police, Bhubaneswar - Cuttack or submission of any additional documents which are not specifically asked for by Commissionerate Police, Bhubaneswar - Cuttack , will be allowed and even if submitted, they will not be considered by Commissionerate Police, Bhubaneswar - Cuttack . Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, Commissionerate Police, Bhubaneswar - Cuttack shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with

the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of Commissionerate Police, Bhubaneswar - Cuttack with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price Bid /BOQ submitted by all shortlisted Bidders.

- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of Commissionerate Police, Bhubaneswar - Cuttack opening the Price Bids and submitted to the competent authority of Commissionerate Police, Bhubaneswar - Cuttack for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 10.13 Upon approval and completion of the due process of Commissionerate Police, Bhubaneswar - Cuttack , the Selected Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Selected Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

11. Annexure 1: General Conditions of Contract-Services

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by the Commissionerate Police, Bhubaneswar - Cuttack ;
- 1.4. "Service Provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by Commissionerate Police, Bhubaneswar - Cuttack) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement;

2. Scope of Services

- 2.1. Scope of Services shall be as defined in the Special Conditions of Contract and Annexure thereto.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Service Provider shall, excepting what is herein provided, be given by Commissionerate Police, Bhubaneswar - Cuttack .
- B) All the work shall be carried out under the direction of and to the satisfaction of Commissionerate Police, Bhubaneswar - Cuttack .
- C) All communications including technical/commercial clarifications and/or comments shall be addressed to Commissionerate Police, Bhubaneswar - Cuttack shall always bear reference to the Service Order / Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to Commissionerate Police, Bhubaneswar - Cuttack .
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

4. Service Order / Agreement Obligations

- 4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), Commissionerate Police, Bhubaneswar - Cuttack reserves the right to cancel the LoA and forfeit the EMD.
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.
- 4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order / Agreement

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by Commissionerate Police, Bhubaneswar - Cuttack by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. Commissionerate Police, Bhubaneswar - Cuttack shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

6. Use of Service Order / Agreement Documents & Information

- 6.1. The Service Provider shall not, without Commissionerate Police, Bhubaneswar - Cuttack 's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the Commissionerate Police, Bhubaneswar - Cuttack in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service Provider shall not, without Commissionerate Police, Bhubaneswar - Cuttack 's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

7. Patent Rights, Liability & Compliance of Regulations

- 7.1. Service Provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and

Service Provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against Commissionerate Police, Bhubaneswar - Cuttack based on any such alleged patent infringement and to pay all costs, expenses and damages which Commissionerate Police, Bhubaneswar - Cuttack may have to pay or incur by reason of any such suit or proceedings.

- 7.2. The Service Provider shall indemnify Commissionerate Police, Bhubaneswar - Cuttack against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the Service Provider.
- 7.3. Service Provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the Commissionerate Police, Bhubaneswar - Cuttack from any claims/penalties arising out of any infringements.

8. Performance Security

- 8.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Bid document.
- 8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
 - If the successful Bidder fails to undertake the work after issuance of LoA, or
 - If the Service Provider abandons the work before its completion or during its extended period, or
 - If the work performed by the Service Provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the Service Provider.
- 8.3. The proceeds of Performance Security shall be appropriated by the Commissionerate Police, Bhubaneswar - Cuttack as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the Commissionerate Police, Bhubaneswar - Cuttack may be entitled to as per terms and conditions of Service Order / Agreement.
- 8.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. Commissionerate Police, Bhubaneswar - Cuttack 's claim period shall remain valid for twelve months after the expiry of the guarantee/warrantee/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.
- 8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

9. Delivery of Services

- 9.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.
- 9.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of Commissionerate Police, Bhubaneswar - Cuttack. Any request concerning delay will be null and void unless accepted by Commissionerate Police, Bhubaneswar - Cuttack.

10. Terms of Payment

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released on monthly /quarterly basic after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by Commissionerate Police, Bhubaneswar - Cuttack .
- 10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

11. Subcontracting /out-sourcing/ sub-letting/ Assignment

- 11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from Commissionerate Police, Bhubaneswar - Cuttack for the services for which such subletting is sought. However, the Commissionerate Police, Bhubaneswar - Cuttack management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision.
Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

12. Cancellation of Service Order / Agreement

- 12.1. If the Service Provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, Commissionerate Police- Bhubaneswar Cuttack shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other Service Provider at the risk and cost of the said Service Provider after giving 30 days' notice to the Service Provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated by Commissionerate Police- Bhubaneswar Cuttack if:

- i) There is a force-majeure situation,
- ii) Service Provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between Commissionerate Police- Bhubaneswar Cuttack & Service Provider during the Service Order / Agreement execution,
- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
- vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to Commissionerate Police, Bhubaneswar - Cuttack arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, Commissionerate Police, Bhubaneswar - Cuttack reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. Commissionerate Police, Bhubaneswar - Cuttack reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by Commissionerate Police, Bhubaneswar - Cuttack for the non-performance by the Service Provider. Commissionerate Police, Bhubaneswar - Cuttack may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of Commissionerate Police, Bhubaneswar - Cuttack shall be final. This notice shall be in accordance with Clause 12.1.

13. Right to risk for procurement / rendering of services

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, Commissionerate Police, Bhubaneswar - Cuttack shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the Service Provider all charges/expenses/losses/damages which may be

suffered by Commissionerate Police, Bhubaneswar - Cuttack , at the risk and cost of the Service Provider, after giving 15 (fifteen) days of notice to the Service Provider. This will be without prejudice to the rights of Commissionerate Police, Bhubaneswar - Cuttack for any other action including termination of the Service Order / Agreement.

14. Force Majeure

14.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

14.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

14.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.

14.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

15. Dispute Resolution

15.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between Commissionerate Police, Bhubaneswar - Cuttack and the Service Provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of

any dispute between the parties, it is agreed that a discussion shall be held between the Service Provider and Commissionerate Police, Bhubaneswar - Cuttack within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

- 15.2. **Governing law and jurisdiction:** This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

16. Governing Language

The Service Order / Agreement shall be written in English language as specified by the Commissionerate Police, Bhubaneswar - Cuttack in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

17. Notices

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18. Permits & Certificates

- 18.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service Provider further agrees to hold Commissionerate Police, Bhubaneswar - Cuttack harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

19. General

- 19.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.
- 19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.
- 19.3. Losses due to non-compliance of Instructions

Losses or damages occurring to the Commissionerate Police, Bhubaneswar - Cuttack owing to the Service Provider's failure to adhere to any of the instructions given by the Commissionerate Police, Bhubaneswar - Cuttack in connection with the contract execution shall be recoverable from the Service Provider.

19.4. Recovery of sums due

All costs, damages or expenses which the Commissionerate Police, Bhubaneswar - Cuttack may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by the Commissionerate Police, Bhubaneswar - Cuttack (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service Provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to the Commissionerate Police, Bhubaneswar - Cuttack , on demand, the balance amount.

20. Liability and Indemnity

20.1. Service Provider shall indemnify, defend and hold Commissionerate Police, Bhubaneswar - Cuttack harmless against:

- a) any and all third party claims, actions, suits or proceedings against Commissionerate Police, Bhubaneswar - Cuttack , for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of Commissionerate Police, Bhubaneswar - Cuttack , its suppliers and Service Providers, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Commissionerate Police, Bhubaneswar - Cuttack from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of Commissionerate Police, Bhubaneswar - Cuttack , its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to Commissionerate Police, Bhubaneswar - Cuttack . The Service Provider shall not utilize Commissionerate Police, Bhubaneswar - Cuttack 's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which

will cause / result in any loss/damage to the Commissionerate Police, Bhubaneswar - Cuttack and in which case, the Service Provider shall be liable to Commissionerate Police, Bhubaneswar - Cuttack to pay compensation to the full extent of damage / loss and undertake to pay the same.

- 20.2. Commissionerate Police, Bhubaneswar - Cuttack remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to Commissionerate Police, Bhubaneswar - Cuttack by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

21. Publicity & Advertising

Service Provider shall not without the written permission of Commissionerate Police, Bhubaneswar - Cuttack make a reference to Commissionerate Police, Bhubaneswar - Cuttack or any Company affiliated with Commissionerate Police, Bhubaneswar - Cuttack or to the destination or the description of goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

22. Blacklisting

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:-

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return the Commissionerate Police, Bhubaneswar - Cuttack 's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which Commissionerate Police, Bhubaneswar - Cuttack has received notice from the concerned department of Central / State Govt.
- vii) If violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender

23. Statutory and Legal requirements

- 23.1. The Service Provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.

- 23.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.
- 23.3. The Service Provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of Commissionerate Police, Bhubaneswar - Cuttack . The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.

24. Safety

- 24.1. The Service Provider shall comply with all the stipulations and requirements applicable laws concerning safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 24.2. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform Commissionerate Police, Bhubaneswar - Cuttack without any delay.
- 24.3. The Service Provider shall indemnify Commissionerate Police, Bhubaneswar - Cuttack from any liability falling on Commissionerate Police, Bhubaneswar - Cuttack due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If Commissionerate Police, Bhubaneswar - Cuttack is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to Commissionerate Police, Bhubaneswar - Cuttack by the Service Provider as if Commissionerate Police, Bhubaneswar - Cuttack has paid on their behalf. The same shall be adjusted from the invoices payable by Commissionerate Police, Bhubaneswar - Cuttack to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by Commissionerate Police, Bhubaneswar - Cuttack .

12. Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Background

The mission of Police Commissionerate is to partner with Communities in the twin-city of Bhubaneswar and Cuttack, to enforce the law without fear or favor, secure justice for victims of crime, maintain peace and public order and create a sense of security among people. Towards this objective we will focus on professionalism, adoption of technology and integrity always.

Commissionerate Police will remain committed to maintenance of law & order, prevention & detection of crime, maintenance & promotion of communal/ societal harmony.

The Commissionerate Police has been always working towards service for the common people. So, on day to day basis ,they are leveraging IT & other initiatives public friendly. Some of the relevant activities are enumerated below:

- a) The objective of community policing initiatives is to identify policing goals in consultation with the local community and to explore ways in which Police and the local community can share resources as well as responsibility to create an atmosphere of peace and order in our jurisdiction.
- b) Commissionerate Police under takes procurement of various technical gadgets, IT related equipment and consultancy services.
- c) Commissionerate Police has it's own social media profiles through which it communicates with the different stakeholders as well as monitors the activities over social media networks. It also undertakes training programs to prepare it's work force for leveraging various IT initiatives and platforms. It undertakes various capacity building measures and change management programs to equip its work force in the field of IT management and social media communications/monitoring.

In the above context, Commissionerate Police intends to Setting up a Project Management Unit for ensuring better communication management and public perception along with better public service delivery.

3. Board scope of Work

The broad scope of the Project Management Unit is to study the requirements of the Projects of the Commissionerate Police, Bhubaneswar - Cuttack and existing systems. The PMU shall design, develop, customize, test and manage with maintenance support of the existing as well as new software/web based/mobile/web portals

applications.

The ICT projects to be undertaken by the Commissionerate Police will engage consultants who can be categorized into the following:

Sl. no.	Category Resource	Nos Tier-II	Rate
1	Sr. Consultant Technology Management	1	Rs. 1,12,500/- per month (Excluding GST)
2	Consultant business process Re-Engineering	1	Rs. 93,750/- per month (Excluding GST)
3	Consultant Change management and capacity building	1	Rs. 85,000/- per month (Excluding GST)

4. Objectives of the Project

The broad objectives of the PMU are outlined below.

Key Responsibilities :-

- Plan, design, launch awareness campaigns (cyber safety, road safety and drug demand reduction)
- Maintain and enhance engagement on social media platforms.
- Assist in setting up a social media listening lab.
- Create brochures, content and communication materials for various programs.
- Prepare brochures /specifications of IT gadgets and systems
- Suggest and documents upgradation of command and control infrastructure
- Prepare SOPs for integrating public CCTVs
- Build capacity of personnel in ERSS/PCR systems
- Provide technical support and documentation .
- Prepare and preserve proposals and documentation for internal initiatives
- Design knowledge repositories using tools like share point Google workspace and MediaWiki.
- Document and present performance reports and citizen centric initiatives.
- Better and effective communication with citizens by using different social media platforms for better public safety
- Helping in preparing the brochures/specifications of technical gadgets and IT equipment required for implementation of e-Governance initiatives relevant for Commissionerate Police
- Creating positive perception in the minds of the stakeholders about the efficiency and effectiveness of Odisha Police in general and Commissionerate Police in particular
- Preparing Information and Communication materials for different Police-Citizen interface programs
- Preparation of proposals, documentation, preservation, presentation of various change initiatives, Police-citizen interface programs, Internal events of Commissionerate Police and thereby strengthening the institutional memory by utilizing tools of Knowledge Management
- Documenting the best practices in policing

- Maintaining and updating the database required for Police-Citizen interface programs designed for improving the safety and security of vulnerable sections of society such as senior citizens, women, children, destitutes etc.

5 . Scope of Work

1. Designing Information and Communication materials from the basic data provided so that the engagement of the Commissionerate Police with the citizens is more meaningful, engaging and productive.
 - Understanding the needs of the Commissionerate Police so far as leveraging the technology, especially Information Technology is concerned and prepare the brochures/specifications of technical gadgets and IT equipment required for implementation of various e-Governance initiatives relevant for Commissionerate Police.
2. Presenting the performance of the Commissionerate Police in such a manner that it creates a positive perception in the minds of the stakeholders about the efficiency and effectiveness of Commissionerate Police by conducting sentiment analysis, generating insights and bringing about necessary changes in the presentation.
3. Preparing Information and Communication materials for different Police-Citizen interface programs such as Police Mitra, Student Traffic Volunteer, Traffic Wardens, Student Wardens, Drug demand reduction programs, Legal Awareness Programs etc.
4. Preparation of proposals, documentation, preservation, presentation of various change initiatives by studying the requirements of the Commissionerate Police, budgetary constraints, availability of various equipment, instruments, service delivery systems etc. required for Police-citizen interface programs, Internal events of Commissionerate Police and thereby strengthening the institutional memory by utilizing tools such as Microsoft SharePoint, Google Workspace, Confluence, Dropbox Business, Guru, MediaWiki, Microsoft Teams, Trello, Lucidworks, Moodle, Coursera, ChatGPT etc.
5. Suggesting required upgradation of Integrated Command and Control Centre and preparing the specifications for required upgradation and imparting training to the people manning the Integrated Command and Control Centre.
6. Providing technical support and preparing the technical SOP for integration of public CCTVs with existing platform of Commissionerate Police.
7. Capacity building of Police personnel in use of IT in PCR patrolling/ERSS system.
8. Assisting in maintaining the Social Media profiles of the Commissionerate Police
9. Planning, Designing, Launching various awareness campaigns/ events/ programs for Cyber Safety, Drug Demand Reduction programs, Road Safety, Women Safety, Child Safety etc.

3. Team composition and Qualification Requirements For the key professionals

Following resources are to be deployed by the Service Provider on site at Bhubaneswar

#	Position*	Qualification	Role and Experience
1	Sr. Consultant Technology Management	Bachelors/ Masters degree in IT, Computer Science or related fields	<p>To prepare technical specifications, support e-Governance initiatives and assist with upgrading systems such as the integrated Command and Control Centre.</p> <p>Key Responsibilities:-</p> <ul style="list-style-type: none"> • Survey available technological solutions for different aspects of policing viz. Security, Safety and Investigation as well as IT hardware and software solutions. • Suggest application solutions and their integration with existing solutions. • Prepare brochures /specifications of IT gadgets and systems required for e-governance initiatives. • Suggest technological up gradation of command and control infrastructure. • Prepare SOPs for integrating public CCTVs • Prepare presentations regarding different e-governance initiatives/ policing initiatives. • Document and present performance reports and citizen centric initiatives. • Provide technical support and documentation. <p>At least 3 years of experience in government /IT infrastructure/e-Governance projects. Familiarity with surveillance systems, network integration and technical documentation.</p>
2	Consultant Business process re-Engineering	MBA in Marketing Management/ Operations. or B. Tech or equivalent degree in IT or Computer Science	<p>To support police procurement by surveying tech solutions and preparing related presentations and specifications for procurement by Commissionerate Police.</p> <p>Key Responsibilities :-</p> <ul style="list-style-type: none"> • Assist in procurement process including survey of available technological solutions for different aspects of policing viz. Security, Safety and Investigation as well as IT hardware and software solutions. • Assist in preparing bid documents, RFPs and tender notices.

			<ul style="list-style-type: none"> • Provide advisory services for transaction structuring, bid evaluation and contract negotiation. • Evaluate bids, assess bidder qualification. • Assist in negotiating contracts with selected bidders. • Ensure compliance with applicable laws, regulations and policies. • Prepare presentations and proposals for Commissionerate Police as and when required. <p>At least 3 years of experience in procurement, business analysis and project management in Government/ PSUs or any Govt. run/ Govt. assisted programs.</p>
3	Consultant Change management and capacity building	Bachelors/ Masters degree in knowledge management, HRD, Public Administration or equivalent.	<p>To document best practices, manage institutional memory and prepare/present internal proposals and reports, design capacity building programs.</p> <p>Key Responsibilities :-</p> <ul style="list-style-type: none"> • Conduct comparative study of different aspect of policing vis-à-vis. other Police Commissionerate and suggesting progressive changes and preparing responsible, cost effective, justified and useful proposals. • Suggest training solutions consistent with above changes. • Develop capacity building modules and organize such training sessions. • Plan, design, lunch awareness campaigns (cyber safety, road safety and drug demand reduction etc.) • Prepare presentations and proposals for Commissionerate Police as and when required. • Design knowledge repositories using IT tools available. <p>At least 1 year of experience in documentation and management of knowledge systems, change management and capacity building programs.</p> <p>Expertise in tools such as Microsoft Teams, Moodle, Lucid works and Dropbox business etc.</p>

Location: The consultants will be located in Bhubaneswar and may need to be located at Cuttack, if required.

6 . Deliverables

- a) Designing ICT materials within stipulated time.
- b) Preparation of brochures/specifications of technical gadgets/IT equipment within stipulated time.
- c) Preparation of content to project performance within stipulated time.
- d) Documentation and Presentation of various change initiatives immediately after conclusion of the program.
- e) Developing Citizen Centric Services as decided from time to time depending upon the service.
- f) Planning, Designing and launching various awareness campaigns as per schedule.

7. Milestones

The delivery timeline for completion of the entire project shall be 12 months from the effective date of the contract. Effective date of contract shall be signing of agreement. Within 7 Days from the signing of agreement, the Service Provider shall deploy the professional at CoP, Bhubaneswar-Cuttack.

8. Payment Terms and Schedule

- 8.1 All payments and performance security related activities shall be dealt at Commissionerate Police, Bhubaneswar - Cuttack. The Service Provider shall submit the invoices to the Nodal Officer. In consideration of its services, the Service Provider shall be paid on a monthly/quarterly basis as per the following mode of payment.
- 8.2 Payment towards engagement of professional against scope of work:
Payment of man-month rates plus GST for PMU Resources shall be carried out against the attendance / performance on monthly basis.
- 8.3 All payments shall be released against the submission of correct tax Invoice along with required documents duly certified/recommended by the designated person of Commissionerate Police, Bhubaneswar - Cuttack
- 8.4 TDS towards Income Tax shall be made from the Bills as per applicable rates. However, TDS certificate for the same shall be issued by Commissionerate Police, Bhubaneswar - Cuttack. The payment shall be made through RTGS/ NEFT.

9 Contract Period and Price Revision

- 9.1 The contract period shall be initially for a period of 12 months which may be extended by Commissionerate Police, Bhubaneswar - Cuttack for an additional period of another 12 months, basing on satisfactory performance of the work by the Service Provider and at the sole discretion of Commissionerate Police, Bhubaneswar - Cuttack.

However, during such extension for subsequent period, the scope of work may vary and the contract price for the concerned contractual year shall be determined based on the escalated rate towards deployment of professionals.

9.2 For such subsequent extension, escalation will be considered @ 10% over the previous man-month rate and man- day rate of professional.

10 Responsibility of Commissionerate Police, Bhubaneswar Cuttack

10.1 Provide all necessary infrastructure support such as sitting arrangement at office, printers, etc., as may be required from time to time For the personnel deployed at site by the Service Provider. The Service Provider shall provide an initial list of such support to Commissionerate Police, Bhubaneswar - Cuttack , to which Commissionerate Police, Bhubaneswar - Cuttack shall immediately arrange For the Service Provider's project team. The Service Provider may seek additional support from time to time, for which support may also be extended by Commissionerate Police, Bhubaneswar - Cuttack with immediate effect.

10.2 Furnish all requisite data, information and documents as required by the Service Provider to carry out their scope of work.

10.3 Vehicles for local traveling shall be arranged by Commissionerate Police, Bhubaneswar-Cuttack

11 Responsibility of the Service Provider

11.1 The Service Provider's personnel shall be responsible for providing work/ services as specified by Commissionerate Police, Bhubaneswar - Cuttack under the Scope of Work. In case any personnel of Service Provider is found engaged in doing any work other than the above or found not capable/ useful, Service Provider shall with draw him/ her from such service and arrange For a replacement immediately within 15 days' time at their own cost.

11.2 The Service Provider shall be responsible for any physical damage to equipment, property and third-party liabilities caused by acts on part of its deployed professionals at the premises of Commissionerate Police, Bhubaneswar - Cuttack.

11.3 All equipment shall be used only for the purpose of carrying out legitimate business of Commissionerate Police, Bhubaneswar - Cuttack and shall not be put into any other use.

11.4 The professionals deployed by Service Provider shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems.

11.5 The Service Provider shall verify the character antecedents before deploying any person at Commissionerate Police, Bhubaneswar - Cuttack.

11.6 Commissionerate Police, Bhubaneswar - Cuttack reserves the right to deduct amount from the Bank Guarantee as may be considered reasonable for unsatisfactory services or delay in providing of services. However, Commissionerate Police, Bhubaneswar - Cuttack will discuss with the Service Provider before taking any decision in this regard.

- 11.7 Medical or any other allowances to the sub-consultants/ professionals deployed will not be borne by Commissionerate Police, Bhubaneswar - Cuttack. It shall be the responsibility of the Service Provider.
- 11.8 For the professionals deployed, the Service Provider shall keep with them, their present and permanent address with contact details, educational and technical qualification details, specimen signature, and two passport size photographs and furnish this details/ information to Commissionerate Police, Bhubaneswar - Cuttack, as and when required.
- 11.9 The on-site professionals deployed will be entitled to the Gazetted holidays of the state Government of Odisha and 12 days of leave on annual basis. In case of necessity, the professionals may have to come to office / any other locations as required for fulfillment of services or as asked by CoP on non-working days too. In case of refusal or un-authorized absence in non-working days after being asked to be present shall be treated as absence and necessary action as deemed proper as per contract shall be taken and may lead to termination or removal of the deployed professional. Any other leave will be treated as un-paid and in case of absence from the duty, the payable remuneration shall be appropriated accordingly.

12 Conditions for deployment of professionals:

- 12.1 No member of the Service Provider shall be above the age of 60 years.
- 12.2 The Service Provider must depute the required professionals for satisfactory execution of work as per the decision of Commissionerate Police, Bhubaneswar - Cuttack
- 12.3 The Service Provider, with prior written approval of Commissionerate Police, Bhubaneswar - Cuttack , is also allowed to engage sub-consultants for delivery of the above scope of work but Commissionerate Police, Bhubaneswar - Cuttack shall make no extra payments in lieu of the same and the Service Provider shall be held responsible For the quality and timeline of the output.
- 12.4 No Government or Semi-Government employee shall be deployed by the Service Provider without the prior written approval by Commissionerate Police, Bhubaneswar - Cuttack.
- 12.5 All professionals shall be available during the entire duration of the Contract. Commissionerate Police, Bhubaneswar - Cuttack will consider substitution of the Professionals only in extraordinary/ unavoidable circumstances (including resignation from the Service Provider, poor health condition, family constraints, death and or any other unavoidable situation), otherwise there shall be a penal deduction @ 5% of man-month rate of professionals against each instance of substitution of an professional with a maximum of 20% deduction.

Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of Commissionerate Police, Bhubaneswar - Cuttack and the Service Provider shall not be allowed to propose more than 3 (three) substitutions during the contract period. For

substitution of Professionals during the entire duration of the Contract, the same shall not be subject to any such kind of conditionality, i.e. substitution of Professionals will be made with equal or better qualified and experienced personnel. The decision to determine the acceptability of the new professionals shall solely be vested with of Commissionerate Police, Bhubaneswar - Cuttack.

- 12.6 The Service Provider shall be responsible for disbursement of salary to its Site Professionals, their accommodation, establishment expenses etc. at Bhubaneswar.
- 12.7 **Reporting-** Team leader shall report to officers deployed by Commissionerate Police, Bhubaneswar-Cuttack

13 Taxes & Duties

13.1 Indirect Taxes

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of Commissionerate Police, Bhubaneswar - Cuttack subject to submission of documentary evidence to the satisfaction of Commissionerate Police, Bhubaneswar - Cuttack.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by Commissionerate Police, Bhubaneswar - Cuttack on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The Service Provider should have registration under GST Acts
 - ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonised System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;

- g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorised representative.
- iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to Commissionerate Police, Bhubaneswar - Cuttack and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make Commissionerate Police, Bhubaneswar - Cuttack enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
- v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to Commissionerate Police, Bhubaneswar - Cuttack /denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
- vi) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- viii) The Service Provider hereby undertakes to indemnify Commissionerate Police, Bhubaneswar - Cuttack , from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by Commissionerate Police, Bhubaneswar - Cuttack .

13.2 Direct Taxes

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by Commissionerate Police, Bhubaneswar - Cuttack to the Service Provider in accordance with the provisions of Income Tax Act,1961.

14 Liquidated Damages

- 14.1 The Bidder must strictly adhere to the implementation schedule and monthly targets /deliverables, specified in the Work order / contract issued by Police Commissionerate, Bhubaneswar-Cuttack to the successful Bidder for performance of the obligations arising out of the Work order and any delay will

enable Police Commissionerate, Bhubaneswar-Cuttack to impose LD and/or terminate the contract

14.2 If the Service Provider fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to Commissionerate Police, Bhubaneswar - Cuttack 's default, liquidated damages (LD) shall be imposed by Commissionerate Police, Bhubaneswar - Cuttack on the Service Provider. However, imposition of LD shall be without prejudice to the other remedies available to Commissionerate Police, Bhubaneswar - Cuttack under the terms of the Service Order / Agreement.

14.3 In case of delay in delivery of the services, the LD shall be calculated as 1% (One per cent) of the value of the Contract value (excluding taxes and duties) in respect of which the delay in delivery has occurred for each week or part thereof of delay, subject to a maximum value of 10% of the value of the Contract value (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount. If the LD amount reached 10% of Contract Value, the project may be terminated and Commissionerate of Police, Bhubaneswar-Cuttack may go for other vendor to execute this project as per terms mentioned in the RFP.

14.4 The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.

14.5 Commissionerate Police- Bhubaneswar Cuttack shall have full liberty to realize the LD through the following ways:

A) Appropriation of the Performance Security; OR

B) Reduction of the invoice/document value and release of the payment accordingly

14.6 Any waiver of LD shall be at the sole option of Commissionerate Police, Bhubaneswar - Cuttack only and any extension must be in writing and with the approval of the competent authority of Commissionerate Police, Bhubaneswar - Cuttack .

14.7 If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to Commissionerate Police, Bhubaneswar - Cuttack in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Commissionerate Police, Bhubaneswar - Cuttack shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.

15 Designated nodal officers of Commissionerate Police, Bhubaneswar - Cuttack

A. DCP -HQ, Commissionerate Police, Bhubaneswar - Cuttack – for contracts, program management, billing etc.

B. DCP – Bhubaneswar – For running activities in Bhubaneswar

C. DCP - Cuttack - For running activities in Cuttack

16 Limitation of Liability

16.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order / Agreement or otherwise shall be limited to 100% of Service Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

17 Conflict of Interests

The Service Provider shall hold the Commissionerate Police- Bhubaneswar Cuttack interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Service Provider shall promptly disclose the same to C Commissionerate Police, Bhubaneswar - Cuttack and seek its instructions.

18 Replacement of Key Personnel

The key professionals to be deployed under this contract must be dedicated in nature. However, Commissionerate Police, Bhubaneswar - Cuttack reserves the right to request the Service Provider to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Service Provider will provide CV of appropriate candidates within Seven (7) days for review and approval. The Service Provider must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Service Provider must notify Commissionerate Police, Bhubaneswar - Cuttack at least fourteen (14) days in advance, and obtain the approval prior to making any substitution. In notifying Commissionerate Police, Bhubaneswar - Cuttack , the Service Provider 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 Commissionerate Police, Bhubaneswar - Cuttack shall not relieve the Service Provider from responsibility for failure to meet the requirements of the contract.

13. Annexure 2A: Draft Agreement to be Signed between CoP and the Service Provider

Ref: [•]

This Agreement (hereinafter called the "Agreement") is made on this [•] day of the month of [month], [year].

BETWEEN

Commissionerate Police- Bhubaneswar Cuttack, having its office at Unit V, Bidyut Marg, Bhubaneswar-751001 (hereinafter referred to as "CoP", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a registered partnership firm under the provisions of the Indian Partnership Act, 1932 or a LLP firm registered under LLP Act, 2008 or a Society registered under Society registration act, 1860 and having its registered office at [•] (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i) the Service Provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to CoP through their bid(s), against Bid document No. [•] dated [•] (hereinafter called the "Tender") for the Procurement of Services - [•] (through e-tendering);
- ii) on the basis of the said Tender, CoP has adjudged the Service Provider as a successful Bidder and issued Letter of Award (LoA) No. [•] dated [•] for the same;
- iii) the Service Provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the Service Provider is being engaged to provide the required services on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and CoP shall be as set forth in this Agreement, in particular:
 - (a) The Service Provider shall provide out the services in accordance with the provisions of this Agreement; and
 - (b) CoP shall make payments to the Service Provider in accordance with the provisions of this Agreement.

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) <Other important terms and conditions may be included>
- (d) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (e) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (f) All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of

For and on behalf of M/s.

(Authorized Representative)

(Authorized Signatory)

Name:
Designation:
Commissionerate Police, Bhubaneswar -
Cuttack
Bhubaneswar-751001

Name:
Designation:
Name of the Service Provider:
Address:

In presence of the following witnesses

Name:
Designation:
Commissionerate Police, Bhubaneswar -
Cuttack
Bhubaneswar-751001

Name:
Designation:
Name of the Service Provider:
Address:

14. Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the Bid document no. [•] dated [•] published by Commissionerate Police, Bhubaneswar - Cuttack for the "Procurement of Services - [•]", including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20[•].

For

Witnesses

.....
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)

15. Annexure 4: Covering Letter

(On Bidder's Letter Head)

[Location, Date]

To:

Police Commissionerate Police
Unit V, Bidyut Marg, Bhubaneswar
Odisha – 751001

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Bid document No. _____, Dated: _____. I hereby submit the Bid which includes this Techno-Commercial Bid. Our Bid will be valid for acceptance up to <Nos.> Days and I confirm that this Bid 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 Techno-Commercial Bid are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our Bid. If negotiations are held during the period of validity of the Bid, I undertake to negotiate on the basis of the Bid submitted by us. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Bid document 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 Bid and to bear any further pre-contract costs. In case, any provisions of this Bid document/ ToR including of our Techno-Commercial Bid & Price Bid is found to be deviated, then by Commissionerate Police, Bhubaneswar - Cuttack shall have rights to reject our Bid including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the Bid and to clarify any details on its behalf.

I understand you are not bound to accept any Bid you receive.

I remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

16. Annexure 5: Bidder's Organization Details

[Provide here a brief (max. 10 pages) description of the background and organization of the Bidder]

Sl. No.	Description	Full Details
1.	Name of the Bidder:	
2.	Address for communication: Tel : Fax: Email id :	
3.	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4.	Registration / Incorporation Details Registration No: Date & Year. :	
5.	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6.	Tender Paper Cost Details	
7.	EMD Details	
8.	PAN	
9.	GSTIN	
10	Annual Turnover in last three years FY 2022-23, Fy 2023-24 and FY 2024-25: Average Annual Turnover for above three Financial Years: (Audited Statements to be enclosed)	
11	Experience in Similar Assignment: <ul style="list-style-type: none"> • Number of years: • Total assignments: • Assignment completed in last [•] years: • Similar Assignments in last [•] years: 	
12	Any Award or Felicitation received by your Agency:	
13	Any Other Relevant Details:	

Annexure 6: Bidder's Experience

(The below format to be filled for all the technical experience being provided in compliance to 7.1 &

Name of Bidder	
Name of Client & Address*	
No. of Site Professional Provided if any	
Start Date (Month / Year)	
Completion Date (Month / Year)	
Value of Services (in Indian Rupee):	
Narrative Description of project:	
Description of Actual Services ** Provided:	

*** Copy of Order / Agreement**

**** (Completion Certificate from Employer regarding experience should be furnished)**

Firm's Name: Signature of Authorized Signatory:

17. Annexure 7: Description of Approach, Methodology and Work Plan

[Technical approach, methodology and work plan are key components of the Techno-Commercial Bid. 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, the Bidder 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 :

- Key guiding principles for the study.
- Proposed Framework.
- Information matrix
- 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 :

- Detail research design including sample design and estimation procedure.
- Suggestive tools for data collection.
- Analysis of field data and preparation of reports
- 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: _____

18. Annexure 8: Team Composition, Task Assignments

Sl.No	Name of the Key Professional	Educational Qualification	Area of Expertise	Years of Experience	Task Assigned	CV Details with Signature
1					Sr. Consultant Technology Management	
2					Consultant business process Re-Engineering	
3					Consultant Change management and capacity building	

19. Annexure 9: Format for Submission of Curriculum Vitae (CV)

*Color passport
size photograph
of the
professional*

<Name of the professional>

Summary:			
<Summary of the experience, qualifications and other credentials of the professional>			
1. Proposed Position:			
2. Name of Firm:			
3. Name of Professional:			
4. Date of Birth:		Citizenship:	
5. Education:			
College/ University Attended		Degree/ Certificate	Date Obtained
20.Membership of Professional Associations:			
7. Other Training:			
8. Languages:			
9. Employment Record:			
From (Year)	To (Year)	Employer	Positions held
10. List all task to be performed under this project and corresponding experience of the professional:			
Task Assigned	Experience		
11.Certification:			
I. I, the undersigned, certify to the best of my knowledge and belief that:			
II. This CV correctly describes my qualifications and my experience.			

- III. I am not currently employed by Commissionerate Police, Bhubaneswar - Cuttack .
- IV. In the absence of medical incapacity, I will undertake this assignment for the duration provided team mobilization takes place within the validity of this proposal or any agreed extension thereof.
- V. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project
- VI. I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.
- VII. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

To be signed by both the professional as well the authorized signatory of the Bidder

21. Annexure 10: Price Bid Format

PRICE SCHEDULE								
RATES ARE TO BE GIVEN IN RUPEES (INR) ONLY								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder can enter the Bidder Name and Values only)								
#	Item Description	HSN / SAC CODE	Qty	Units	Basic Rate (INR) (In Figures)	Sub Amount (INR)	GST Amount (INR)	Total Amount (INR)
	(A)	(B)	(C)	(D)	(E)	(F)	(G)= (E*C) *18%	(H) = (F)+(G)
1.1	Sr. Consultant Technology Management		12 Months	Man-Month				
1.2	Consultant business process Re-Engineering		12 Months	Man-Month				
1.3	Consultant Change management and capacity building		12 Months	Man-Month				
Grand Total								
Grand Total in Words								

Signature of the Bidder with seal

22. Annexure 11: Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

23. Annexure 12: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7 and Clause 8.15.1)		
2	Incorporation related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
4	Declaration by the Bidder – Annexure 11		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Covering Letter – Annexure 4		
9	Bidder's Organization Details – Annexure 5		
10	Description of Approach, Methodology and Work Plan – Annexure 7		
11	Team Composition – Annexure 8 along with CVs of professionals as per format in Annexure 9		
12	Signed copy of check list with seal - Annexure 12		
13	Bank details – Annexure 13		
14	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6		

Date

Signature of the Authorized Signatory of the Bidder with Seal

24. Annexure 13: Mandate Form - on the letter head of the Bidder

To

Police Commissionerate Police
Unit V, Bidyut Marg, Bhubaneswar
Odisha – 751001

Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Commissionerate Police, Bhubaneswar - Cuttack. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold the Commissionerate Police, Bhubaneswar - Cuttack responsible.

Date
with Seal

Signature of the Authorized Signatory of the Bidder

Certified that the Bank particulars furnished are correct as per our record.

Date:
seal

Signature of the Bank with

25. Annexure 14: Format for Performance Security

BG should be obtained from Nationalized/ Scheduled Bank and should be operable and invocable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

(A) (“AGENCY”) and Commissionerate Police, Bhubaneswar - Cuttack, having its office at Unit V, Bidyut Marg, Bhubaneswar-751001 (“CoP ”) has issued a Letter of Award (LoA) dated (the “LoA”) whereby CoP has agreed to engage the Agency for
..... (the “agreement”).

(B) The LOA requires the AGENCY to furnish Performance Security to CoP of a sum of INR _____/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).

(C) We, through our branch at(Bhubaneswar) (the “Bank”) have agreed to furnish this bank guarantee (“Bank Guarantee”) as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to CoP upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as CoP shall claim, without CoP being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
2. A letter from CoP that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that CoP shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between CoP and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.
3. In order to give effect to this Bank Guarantee, CoP shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for CoP to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.

5. CoP shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by CoP against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to Commissionerate Police, Bhubaneswar - Cuttack , and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by CoP of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of CoP or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by CoP in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by CoP on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of CoP Kunder this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of CoP in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of CoP that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by CoP pursuant to the provisions of the agreement.

11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.

12. Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed INR
- ii) The Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
- iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank.

Signed and Delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- ii. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....
Full Name.....
Designation.....
Power of Attorney No.....
Date.....
Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

26. Annexure 15: Format for submitting Pre-bid Queries

Bidder to submit the pre-bid queries in following format in both pdf format as well as excel

Name of Bidder:

Address of Bidder:

Name of contact person:

Email:

Phone:

Sl.No.	Clause No.	Page No.	Provision of Document	Queries / Suggestions