

File No. 11017/06/2020-JR (efile 5183)

Government of India  
Ministry of Law and Justice  
Department of Justice

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Jaisalmer House, 26-Mansingh Road,  
New Delhi – 110011

Dated: the 22<sup>nd</sup> December, 2022

To,

All concerned

(Through the website of Department of Justice and eProcurement portal)

**Subject: "Review of the performance of Gram Nyayalayas to assess its efficacy as an institution in providing speedy and affordable justice to the rural marginalized and decide on its future."**

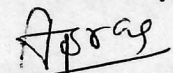
Dear Madam/Sir,

I am directed to enclose herewith a proposal titled "A review of the performance of Gram Nyayalayas to assess its efficacy as an institution in providing speedy and affordable justice to the rural marginalized and decide on its future." Proposals for the same were called for from various agencies. In view of the fact that the minimum number of proposals were not received in this Department within the stipulated time, it has been decided to restart the afore-mentioned process through two bid system of Open Tender.

2. It is, therefore, requested to convey your willingness to undertake this evaluation study and furnish **your technical and financial quotations for the above study in separate sealed covers.** The technical quotations will be evaluated first. **The firms will be called for a presentation** and the 4 highest scoring firms will be short-listed. The financial bids of the shortlisted agencies will be opened thereafter and the study will be awarded to the agency with the lowest bid. The sealed cover letters containing two separate envelopes for technical and financial bids may be sent to the undersigned by Registered Post with Acknowledgement, or by Speed Post or through Courier. The same may also be delivered by hand, by dropping in the Box kept in the Office of Joint Secretary (NM), Room No- 4, Department of Justice, Ministry of Law & Justice, Jaisalmer House, New Delhi-110011 **latest by 5.00 p.m. on 12.01.2023.**

Encl: As above

Yours faithfully,



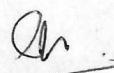
(Amarjeet Sroa)

Under Secretary to Government of India

Tel./Fax No. 011-23072146

E-mail: [amarjeet.sroa@nic.in](mailto:amarjeet.sroa@nic.in)

Copy to Administration Unit, Department of Justice for publishing the same on the website of the Department and eProcurement portal.

  
23/12/22

## AGREEMENT

THIS AGREEMENT is entered into on this day of \_\_\_\_\_

between

The President of India acting through Deputy Secretary (JR) Department of Justice, Ministry of Law and Justice, Government of India, (the "DoJ") having its principal office at 26, Jaisalmer House, Man Singh Road, New Delhi – 110011;

and

\_\_\_\_\_

The DoJ and the Implementing Agency are collectively referred to as "the Parties".

**Title of the study:** Review of the performance of Gram Nyayalayas to assess its efficacy as an institution in providing speedy and affordable justice to the rural marginalised and decide on its future."

The present status of the Gram Nyayalayas in the country is as under:

Sl. No.	State/UTs	Gram Nyayalayas Notified	Gram Nyayalayas Functional	Fund released (Amount in Rs.lakh)
1	Madhya Pradesh	89	89	2456.40
2	Rajasthan	45	45	1240.98
3	Kerala	30	30	828.00
4	Maharashtra	36	23	660.80
5	Odisha	23	19	524.40
6	Uttar Pradesh	113	51	1323.20
7	Karnataka	2	2	25.20
8	Haryana	2	2	25.20
9	Punjab	9	2	25.20
10	Jharkhand	6	1	75.60
11	Goa	2	0	25.20
12	Andhra Pradesh	42	0	436.82
13	Telangana	55	0	693.00
14	Jammu & Kashmir	20	0	0.00
15	Ladakh	2	0	0.00
<b>Total</b>		<b>476</b>	<b>264</b>	<b>8340.00</b>

### 1. Scope of the Assignment

1.1 The Implementing Agency shall perform the assignment specified in Annexure. The agency shall use the type of survey, tools of survey, mechanism to give quantitative as well as qualitative analysis to ensure data quality, which is best suited for the proposed evaluation of the scheme.

1.2 The Implementing Agency shall hire or appoint its own personnel for performing the Assignment and will keep the DoJ informed of the current and updated list of

such personnel. Any payments, including consultancy charges and honorarium, to be made to the permanent staff, faculty or other personnel engaged in performing the Assignment will be made by the Implementing Agency in accordance with the rules, norms or guidelines applicable to the Implementing Agency.

1.3 The Implementing Agency must not apply for or accept any financial aid from any other source towards the performance of the Assignment except with the prior approval of the DoJ.

1.4 The indicative list of stakeholders for the scheme would be the High Court implementing the scheme, the Gram Nyayalaya and its officials, the Law/Home Department of the State, lawyers, notaries besides the litigants.

1.5 To assess the various facets of the scheme including funding pattern etc. the reference period of the scheme will be from 2<sup>nd</sup> Oct 2009 (when the scheme came into force) till date.

1.6 Sampling of States can be divided in three categories viz. (i) not yet notified (ii) notified but not operational and (iii) notified and operational. However, more focus will be on category (ii).

1.7 Since only 15 States/UTs have notified the Gram Nyayalayas, and 10 States have operational Gram Nyayalayas, efforts should be made to take samples from both the categories of States, w.r.t. the ToR placed at Annexure.

## 2. Cost of Study/Work(Financial Bid)

2.1 (i) In the financial bid, the bidders should quote a lump-sum amount towards cost of study.

(ii) Total cost of study should be "all inclusive" lump-sum cost for the complete study of the scheme covered under the scope of this study, as described in the RFP, including all expenses, by whatever name called, like travelling expenses, out of pocket expenses etc., including all duties, taxes, levies, GST etc., costs pertaining to collection, compilation, and analysis of translation, printing, secretarial expenses and so on.

2.2 The schedule of payment will be as follows:

First installment upon the DoJ's receipt of a copy of this Agreement signed by the Implementing Agency along with detailed work plan.	20 %
Second installment upon the DoJ's receipt of an interim progress report confirming completion of the preparatory work for the implementation of the Assignment, including selection/ appointment of staff, preparation of surveys, questionnaires, training materials, drawing of sample, collection of data, as applicable.	40 %
Third installment upon the DoJ's receipt of the final report from the Implementing Agency.	30 %
Final installment upon acceptance of Final Report by the DoJ.	10%
<b>Total</b>	<b>100%</b>

2.3 The payments released by the DoJ must be used only for meeting the approved expenses of the Assignment.

2.4 The Implementing Agency shall submit an invoice to the DoJ each time a payment is due. The release of any payments (other than the first installment) will be subject to receipt by the DoJ of (a) a statement of accounts and (b) a utilization certificate, from the Implementing Agency in respect of the funds released in the previous installment.

2.5 If the reports and deliverables submitted by the Implementing Agency are not to the satisfaction of the DoJ, the DoJ will not release any further payments till such time that the Implementing Agency resubmits the reports and deliverables to the satisfaction of the DoJ.

2.6 Beneficiary Details:

NAME:

Type:

PAN Number:

TIN Number:

TAN Number

ADDRESS:

CITY:

STATE:

DISTRICT:

PIN:

MOBILE No.

PHONE Number:

E-MAIL:

BANK NAME &  
ADDRESS:

ACCOUNT NUMBER:

IFS CODE:

**3. Pre-Bid Conference**

If the prospective bidders have any doubts or suggestions about this RFP, they may send an email to Mrs. AmarjeetSroa, Under Secretary @ [amarjeet.sroa@nic.in](mailto:amarjeet.sroa@nic.in) latest by 3<sup>rd</sup> January, 2023.

**4. Minimum eligibility criteria**

- (i) Proposals received from well-established and recognized organizations having the requisite experience and manpower, and the ability to complete the work in the set time frame only will be eligible for participation in RFP. Proposals received from individuals will not be eligible.
- (ii) The organization should have conducted and completed (a) at least 3 studies in the last five years [2017-18 to 2021-22], (b) out of which at least one should be for a government Department/agency (Central or State) and (c) out of which at least one should be having awarded/completed cost of Rs.15 Lakh and above. Proposals not fulfilling above stated conditions will not be taken up for detailed Technical Evaluation.

## 5. Procedure for submission of proposal

The interested bidders may send their proposals in two separate envelopes. Envelope-1 should contain Technical Bid as per Annexure-I and Envelope-2 should contain Financial Bid as per Annexure-II. The proposals are to be sent within 3 weeks of the issue of the RFP. The proposal may be sent in the name of Mrs. Amarjeet Sroa, Under Secretary, Department of Justice, 26 Jaisalmer House, Mansingh Road, New Delhi-110011. Envelope 1 should be superscribed as "Technical Bid" and Envelope-2 superscribed as "Financial Bid". The two sealed envelopes should be put in an outer sealed Envelope-3 superscribed "Proposal for Third Party Evaluation of the Gram Nyayalaya Scheme". The proposals contained in the sealed Envelope-3 are to be sent to the above mentioned address by Registered Post with Acknowledgement, or by Speed Post or through Courier. The same may also be delivered in person, by dropping it in the Box kept in the **Office of Joint Secretary (NMJR), Room No- 4, Department of Justice, Ministry of Law & Justice, Jaisalmer House, New Delhi-110011 latest by 5.00 p.m. on 12.01.2023.**

- (i) It may be noted that the proposals are to be received in Department of Justice within the timeline mentioned above. Responsibility for delayed delivery by courier as well as postal authority will rest solely on the bidder. Any deviation from the procedure or putting both technical and financial bids in the same envelope or giving financial bid in an unsealed envelope will lead to disqualification and non-consideration of the bids.
- (ii) Late bids i.e. bids received after the specified date and time will not be considered for evaluation.

## 6. Evaluation Criteria

### Short listing of eligible bidders & evaluation

The scrutiny/evaluation of the proposals shall be carried out in two stages. At the first stage, fulfillment of minimum eligibility conditions will be checked. Proposals fulfilling these conditions will be taken up for detailed technical evaluation and presentation. The envelope containing the financial proposals will not be opened till the technical evaluation is complete. Only those who successfully pass the technical scrutiny will get the opportunity of having their financial bids examined.

All the bidders who submit their proposals would be required to give their methodology of the study/evaluation as well as specific sample selection/approach to the assignment to carry out the assigned task towards meeting the objectives behind the study.

## 7. Determination of the lowest bidder

The bidder who bids minimum rate shall be declared as lowest bidder. The costs/rates/amounts quoted by the bidder in the bid should include for all costs including all kinds of taxes/duties whatsoever payable and satisfactory performance of the bidder's obligations under the tender/agreement. Hence, levy of taxes over and above quoted rates, if any, like GST etc., should be specifically stated in the financial bid with prevailing rates of such taxes to enable uniform comparison of the financial bids of various bidders. In the absence of any such specific statement, along with rates, the quoted rates/amount will be presumed to be inclusive of taxes/duties/levies of all kinds, including GST.

**Note:** Classification of any bidder as 'Successful Bidder' does not automatically bestow any right on him to get the work awarded to him, which is subject to further processing and obtaining approval of competent authority of Department of Justice, Ministry of Law and Justice. Department of Justice, for valid reasons, reserves the right to not allot the works to lowest bidder and even cancel the entire tender process at any stage, even after process for determining lowest bidder is over.

## 8. Term

8.1 This Agreement will come into effect from the date on which it is signed by both the Parties. The Implementing Agency shall perform the Assignment within a period of 2 months from the date of signing of this Agreement by the Implementing Agency. Both Parties agree to perform their obligations in good faith and to the best of their ability in order to meet this timeline.

8.2 If the Implementing Agency is not able to complete the Assignment during the period referred to in Clause 8.1 above, the DoJ reserves the right to impose penalty of **Rs. 20,000** for delay in submission of report by each week, but not exceeding a total penalty of **Rs. 2 lakh** per year.

## 9. Confidentiality, Data and Copyright

9.1 The Implementing Agency must not disclose any proprietary or confidential information relating to the Assignment including the DoJ records/documents if any without the prior written consent of the DoJ.

9.2 The copyright of the final report including any conference/workshop/seminar proceedings shall vest with the DoJ. The Implementing Agency shall not publish the findings of the Assignment or make available the data or information collected in connection with the Assignment except with the prior approval of the DoJ.

9.3 The Implementing Agency shall be responsible for securing all necessary permissions and access to data and documents required for implementing the Assignment.

9.4 The provisions of Clauses 4.1 and 4.2 will survive the termination of this Agreement.

## 10. Dispute Resolution

10.1 Parties will make a good faith attempt to resolve any disputes arising out of this Agreement in an amicable manner through discussion.

10.2 Any dispute arising out of the Agreement, which cannot be resolved through discussion, shall be placed for a decision before the Secretary, Department of Justice, whose decision shall be binding on the Implementing Agency.

## **11. Consequences of Default**

11.1 If the Implementing Agency is in material default of its obligations under this Agreement, including on account of delay in completing the Assignment, the DoJ may terminate the Agreement by giving 15 days' prior notice and claim refund of any money already paid to the Implementing Agency, along with interest thereon. In such a case, the Implementing Agency shall be obliged to refund the amount determined by the DoJ and shall not be entitled to receive any further agreed payments.

## **12. Reporting, Monitoring and Evaluation**

12.1 The Implementing Agency shall ensure that all formats to be used for performing the Assignment, including surveys, questionnaires, training materials, and other information, education, communication products, as applicable, are shared with the DoJ before executing related activities.

12.2 The Implementing Agency will submit Action Plan/PERT chart to schedule, organize and map out tasks within scope of the said project, monthly and quarterly progress reports to the DoJ indicating the status of the Assignment and providing details of the work carried out during that quarter.

12.3 The Implementing Agency will maintain accurate and complete records in respect of the funds received under this Agreement. The Implementing Agency will make available to the DoJ any records or information, oral or written which the DoJ may reasonably request in respect of the funds released by them.

12.4 The DoJ may, if desired, carry out site visits to review and monitor the work being carried out by the Implementing Agency in connection with the Assignment.

## **13. Notice**

13.1 The address of the Parties for all communication is:

### **Department of Justice**

**Under Secretary (JR)  
Department of Justice  
Ministry of Law and Justice,  
Government of India  
26, Jaisalmer House  
Man Singh Road,  
New Delhi-110011  
Phone: 011-23072549  
E-Mail: amarjeet.sroa@nic.in**

### **Implementing Agency**

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13.2 All notices with the aforesaid address sent by pre-paid registered-post or speed post or sent by fax with confirmation of its delivery or e-mail will be deemed to have been served and received by the addressee within the time they should have been delivered/received at the addressee's end.

13.3 Any change of address will not be valid unless acknowledged by the other Party.

#### 14. Assignment

The Implementing Agency will not re-assign this agreement or sub-contract any portion of it without the DoJ's prior written consent.

IN WITNESS WHEREOF, the representatives of the Parties to this Agreement being duly authorized have signed this Agreement.

For and on behalf of the President of India	For and on behalf of the Implementing Agency
Signature:	Signature:
Signed by:	Signed by:
Designation:  Deputy Secretary/Director (JR), Department of Justice, Ministry of Law & Justice, Jaisalmer House, 26 Man Singh Road, New Delhi-110011.	Designation:
In presence of:	In presence of:



Terms of Reference

An Evaluation/ Review study of the performance of Gram Nyayalayas to assess whether the Gram Nyayalaya Scheme has successfully achieved its objectives.

- a. To assess whether the **notified and functional** Gram Nyayalayas are working optimally to fulfill the objectives of " **providing access to justice to the citizens at their doorsteps and to ensure that opportunities for securing justice are not denied to any citizen by reason of social, economic or other disabilities**".
- b. To identify the reasons, issues, problems and challenges in **making functional already notified but non-operational** Gram Nyayalayas.
- c. To identify the reasons and issues behind some States **not yet notifying** the Gram Nyayalayas as per the numbers assigned to the respective States.
- d. To evaluate and assess whether the **extant Scheme Guidelines meet the necessary requirements** for successful and optimal functioning of the Gram Nyayalayas.
- e. To study the **data on disposal of cases** in Gram Nyayalayas and assess whether the operational Gram Nyayalayas are **dispensing justice** as per the stated objectives of the Scheme.
- f. To assess the **systemic bottlenecks in successful operationalisation** of the Gram Nyayalayas in the country.
- g. To assess **impact and operation of the scheme and recommendations for maximizing the impact** of the scheme in delivering justice expeditiously.
- h. To **suggest improvements in the Scheme** so as to **meet the stated objectives of securing justice for citizens at their doorstep**.
- i. *To indicate whether the scheme can be reframed and if so, methodology proposed for the same or whether the scheme needs to be discontinued.*

## 2. Methodology:

Methodology will include collection of primary data called by way of questionnaires, structured and unstructured interviews, surveys and observations.

## 3. Timeline: Two months

## 4. Cost of the Project: Rs /- as per details given below: -

PROJECT COST 2022-23		
Sl. No	Items	Estimated Expenditure
1	Staff : Full time/Part-time/Hired Services	
2	Fieldwork : Travel/Logistics/Boarding	
3	Seminar, Conferences, Consultancy Process, Legal Aid camps etc. (Tentatively for 4 activities)	
4	Contingency	
	<b>GRAND TOTAL</b>	

**“Technical Bid”**

For

**“Review of the performance of Gram Nyayalayas”****(To be put up in a separate sealed envelope marked “Envelope-1”)**

From: \_\_\_\_\_

To: Mrs. Amarjeet Sroa,  
Under Secretary  
Department of Justice  
Ministry of Law and Justice,  
Government of India  
26, Jaisalmer House  
Man Singh Road,  
New Delhi-110011

**Subject: ‘Technical Bid’ for conduct of the Study.**

Ref: RFP dated \_\_\_\_\_ issued by Department of Justice

Sir,

With reference to RFP dated \_\_\_\_\_ issued by Department of Justice, we hereby submit our ‘Technical Bid’ for the said RFP.

2. We have gone through the contents of RFP and fully understood various aspects and terms and conditions, and undertake to fully abide by the same.
3. We hereby declare that to the best of our understanding, we are eligible to participate in the said RFP. We further declare that we have not been blacklisted by the Govt. Department or agency in the past three years. We also understand that furnishing of any wrong information or declaration by us will lead to our disqualification from participation in RFP/Conduct of study at any stage of the process.
4. We hereby declare that we have the requisite manpower and other facilities and are willing/confident of completing such study in a set time frame as per the scope given in the RFP.

**Technical Bid**

1.	Name of the Organisation/Institution/Agency etc. (hereinafter referred to as the Organisation) submitting the RFP	
2.	Name of the Organisation (e.g. company registered under Companies Act or a Society registered under	

	Societies Act, etc.) (Attach copy of relevant byelaws /rules/MoA etc.)							
3.	Name of the Department/Vertical/ _ etc. of the organization (if any) submitting the RFP							
4.	Complete postal address of the organization along with telephone numbers, email, etc.							
5.	Name and complete designation of the main authorized person/Team Leader (hereinafter referred to as Team Leader), authorized to submit the RFP by the Organization.							
6.	Complete postal address of the Team Leader, along with mobile telephone No., office telephone No. & email address.							
7.	Name, Designation, complete postal address, mobile No., Office Telephone No., email, etc. of the Assistant/ Deputy Team Leader, if any.							
8.	Nature of Activities in which the organization/its department/vertical submitting the RFP is engaged.							
9.	<b>Past experience in conduct of studies</b>							
9.1	No. of studies/research studies (hereinafter referred to as Studies) <b>conducted and completed</b> in last 5 years (2017-18 to 2021-22).							
9.2	No. of studies underway (i.e. started but not completed yet) in the last 5 years.							
9.3	No. of studies awarded in the last 5 years but yet to start.							
Notes:	<p>i. <b>Requisite list of all such studies, (separate lists for studies under 9.1, 9.2 and 9.3) along with name of client for whom done, awarded cost of study/completed cost of study, name of Team Leader, Asstt./Deputy Team Leader (by whatever name called) and such other relevant details and a reasonable proof of having completed (under 9.1) , awarded and started (9.2) and awarded (under 9.3). Such studies must be enclosed along with Technical Bid, failing which will lead to non-consideration/rejection of the technical bid. Requisite marks in technical evaluation will be based on verification of relevant proof/documents.</b></p> <p>ii. <b>Please note that only such studies be included in the list which have been awarded in the name of organization/its Department/vertical submitting the RFP. Only such studies will be taken into account for technical evaluation.</b></p> <p>iii. <b>If any of the studies included in the list have been awarded by any Govt. Department /Ministry (Central or State) or any Govt. Agency/PSU etc. (Central/State), it should be specifically mentioned.</b></p> <p>iv. <b>If any study pertaining to external/third party evaluation of schemes /programmes/projects of Govt.(Central/State) or its organizations (Central/State/PSUs), it should be specifically mentioned.</b></p>							
9.	Annual turnover/Revenue Receipt for consultancy/research study work for last 3 years, duly certified by authorized offices of the organizations/ Deptts. and/or supported by audited statement of the organization (Rs. in lakh).	<table border="1"> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> <tr> <td>2019-20*</td> <td></td> </tr> </table>	2017-18		2018-19		2019-20*	
2017-18								
2018-19								
2019-20*								
Note:	Govt. institutes/ Departments or Universities/Verticals of big institutions participating in the RFP may furnish revenue receipts from consultancy/research studies, duly certified by the competent authorized officer of the organization, instead of balance sheet.							

11.	A brief note/write up about understanding of approach and proposed methodology (Not exceeding 1000 words/about 2 pages ) may be attached as Annexure.	
12.	I hereby declare that I am authorized to submit the Technical & Financial bid on behalf of the Organisation/its Department/vertical (relevant authorization attached).	

Thanking you,

Yours sincerely,

Date:

( )

(Full Name, designation, address, mobile no.  
Office tele no. & email of the competent authorized person  
submitting the RFP)

## FINANCIAL BID

For

"Review of the performance of Gram Nyayalayas"

(To be put in a separate sealed envelope marked "Envelope-2")

From: \_\_\_\_\_

To: Mrs. Amarjeet Sroa,  
Under Secretary  
Department of Justice  
Ministry of Law and Justice,  
Government of India  
26, Jaisalmer House  
Man Singh Road,  
New Delhi-110011

**Subject: 'Financial Bid' for conduct of the Study.**

Ref.: (i) RFP dated \_\_\_\_\_ issued by Department of Justice.  
(ii) Technical Bid submitted by us for the said RFP.

Sir,

With reference to RFP dated \_\_\_\_\_ issued by Department of Justice and the Technical Bid submitted by us for the said RFP, we hereby submit our Financial Bid for the said RFP.

Total cost of study (Lump sum amount for all the schemes covered under the scope of his study)	Rs. ____ (in figures)	Signature of authorized officer signing this letter
	Rupees _____ (in words)	

**Note:**

- i. Total cost of study quoted should be "all inclusive" lump sum cost for complete study of all the schemes covered under the scope of this study, as described in the RFP, including all expenses by whatever name called, like travelling expenses, out of pocket expenses etc., including all duties, taxes, levies, GST etc., costs pertaining to collection, compilation, and analysis, transcription, printing, secretarial expenses and so on.
- ii. No cuttings/corrections should be done to the amount given in the box above; any such action will make the financial bid liable for rejection.

- iii. The quoted total cost of study should remain valid for a minimum of four months from the last date of submission of bids.
- iv. In case of any deviation/difference in the amount quoted in the table above in figures and words, the amount quoted in words will be taken as the final.

- 2. We have gone through the contents of RFP and fully understand various aspects and terms and conditions, and undertake to fully abide by the same.
- 3. We hereby declare that to the best of our understanding, we are eligible to participate in the said RFP. We further declare that we have not been blacklisted by any Govt. Department or agency in the past three years. We also understand that furnishing/declaration of any wrong information by us will lead to our disqualification from participation in RFP/Conduct of study at any stage of the process.
- 4. I hereby declare that I am authorized to submit the Technical & Financial bid on behalf of the organization/its Department/ vertical (relevant authorization attached).

Thanking you,

Yours sincerely,

Date:

( )

(Full Name, designation, address, mobile no.  
Office tele no. & email of the competent authorized person  
submitting the RFP)