



NIT NO: 3504

DATE : 26.11.2019

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF A PROFESSIONAL AGENCY

FOR

SUPPLYING VEHICLES EQUIPPED WITH MODERN GADGETS

FOR THE POLICE RESPONSE SYSTEM IN PURI

Issuer : Superintendent of Police, Puri



**Notice Inviting RFP for
Selection of AGENCY for supplying vehicles equipped with modern gadgets for
the Police Response System in Puri**

NIT No : 3504

Puri, Dated : 26.11.2019

Puri Police invites Technical and Financial Proposals from Professional agencies reputed for supplying vehicles equipped with modern gadgets for the Police Response System in Puri as specified in this RFP Document.

The detailed RFP document can be downloaded from the website link of www.puri.nic.in with effect from 26.11.2019 (11 AM) onwards and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Interested Agencies/Organisations are requested to submit the details to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed / Courier) at the office of the SP, Puri. Based on the eligibility criteria as mentioned in the RFP, the applicant agency will be selected.

For any further clarifications, please contact S.P., Puri on Phone Number: 06752-225400 during official working hours (10 am to 5 pm).


Superintendent of Police, Puri.

DISCLAIMER

The information contained in this Request for Proposal (here in after referred to either as "TENDER") document provided to the Bidders, by the SP, Puri here in after referred to as, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information for supplying vehicles equipped with modern gadgets for the Police Response System in Puri. This TENDER document may not be appropriate for all persons, and it is not possible for the Puri Police, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources. Puri Police, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the TENDER document.

SP, Puri may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER document.

Sd/-

Superintendent of Police, Puri.

Fact Sheet

Sl. No.	Milestone	Date
1	Request for Proposal (RFP) document made available to the applicants	26 th November 2019
2	Last date for receiving queries	7 th December 2019
3	Response to queries (Pre-Bid Discussion)	9 th December 2019 at 11 AM at DPO, Puri
4	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	19 th December 2019 (4 PM)
5	Opening of Technical proposals	20 th December 2019 (5 PM)
6	Technical Presentation	21 th December 2019 (11 AM at DPO, Puri)
7	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	23 th December 2019 (11 AM)
8	Letter of Award	To be intimated to selected Agency
9	Start Date	To be intimated to selected Agency
10	Cost of Tender (Demand Draft)	Nil
11	Earnest Money Deposit (EMD) (Demand Draft)	INR 25,000(Rupees Twenty five thousand only)
12	Performance Bank Guarantee	INR 1,00,000 (Rupees One Lakh only)
13	Method of Selection	QCBS 70:30
14	Contact Details	Reserve Police Office, VIP Road, Puri. Phone: <u>06752-222058</u> Email: sppri.orpol@nic.in

Note:

1. SP, Puri reserves the right to change any schedule. Please visit the website mentioned in the RFP document regularly for the same.
2. Proposals must be submitted before the date, time and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered.

CONTENTS

1. Background:	5
2. Objective of the Proposal	5
3. Scope of Work	5
4. Instruction to the Bidders	6
5. Eligibility Criteria	7
6. Period of Execution	9
7. Evaluation and Selection	9
8. Annexure	18

1. Background

Puri District Police shall enforce the law of the land impartially and firmly without fear or favour, and strive to create a fear free environment i.e conducive to growth and development. Puri District Police will remain committed for maintaining public order, preventing and detecting crime, maintaining and promoting communal harmony, ensuring a smooth flow of traffic, and taking strong action against organized crime, anti-social/illegal activities/elements.

2. Objectives of the Proposal

The objective of this assignment is to engage Agencies/Organisations registered under the Companies Act, Societies Registration Act, 1860 or Trust Acts or other similar laws of the State Governments or Union Government, for supplying vehicles equipped with modern gadgets for the Police Response System in Puri.

3. Scope of Work

The broad scope of work shall cover the following activities and the Agency is expected to adequately detail out these activities/components as part of their Technical Proposal. The Agency is also free to suggest any alternatives/changes to meet the objectives better, provided that such deviations are properly justified and implemented in an optimal manner.

The Agency shall be responsible for the following:-

1. Supply of 8 vehicles equipped with modern gadgets to be used for 24 hours for patrolling activities in Puri
2. Provide technical support to the vehicles including the maintenance and replacement of the gadgets.
3. Provide overall maintenance of the vehicle and replace the vehicle within 5 days after it goes down.
4. All vehicles to be marked as "Police Response Team"
5. Only Innova shall be considered.

The Agency must take into account the following while selecting vehicles for this project:-

1. The vehicles must be purchased and registered after 1st July 2019 and must have run a maximum of 10,000 km.
2. The vehicles must be equipped with the following gadgets:-
 - a. IP Camera

- b. GPS
 - c. Navigation screen
 - d. In-car video system
 - e. Ability to record and stream video from the built-in cameras to the dispatch centre/control room.
 - f. Flickering light
 - g. Sirens
 - h. Police car graphics & stickering/branding
 - i. PA system
3. The costs for fuel, driver and operating manpower shall be the responsibility of Puri Police, Puri.

4. Instruction to Bidders

- I. The Bidders are invited to submit Technical and Financial proposals as per the given formats in separate sealed covers for the services required for the assignment.
- II. The selection would be based on the Quality-cum-Cost Based Selection (QCBS) procedure, subject to the Technical Proposal is in substantive compliance with the RFP requirements. The proposal will form part of the contract with the selected Agency.
- III. The Technical Proposal should be submitted along with a refundable EMD of Rs. 25,000/- in the form of DD drawn in favour of "SP, Puri" payable at Puri.
- IV. The Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. SP, Puri is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidders.
- V. The selected bidder shall provide professional, objective, and impartial advice and at all times hold Puri Police interest paramount.
- VI. The Technical and Financial proposals to be submitted by the Bidders should be firm and valid for a period of 180 days from the last date of submission of the proposal.
- VII. Bidders may request clarifications on the RFP document within 7 calendar days from the date of issue of this RFP. Any request for clarification must be sent in writing, or by E-Mail.
- VIII. At any time before the submission of Proposals, SP, Puri may amend the RFP by issuing an addendum. The addendum shall be a part of the original RFP and shall be uploaded in the DIPRO website.
- IX. The proposal (Technical and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for

Technical qualification, Technical and Financial proposals should respectively be in the prescribed formats given in the Annexures 1 to 5.

X. An authorized representative of the bidders shall initial all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

XI. Technical Proposal shall be placed in a separate sealed envelope clearly marked as,
“TECHNICAL PROPOSAL FOR SUPPLYING VEHICLES EQUIPPED WITH MODERN GADGETS FOR THE POLICE RESPONSE SYSTEM IN PURI”

Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked as
“FINANCIAL PROPOSAL FOR SUPPLYING VEHICLES EQUIPPED WITH MODERN GADGETS FOR THE POLICE RESPONSE SYSTEM IN PURI”

The two envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall be clearly marked as
“PROPOSAL FOR SUPPLYING VEHICLES EQUIPPED WITH MODERN GADGETS FOR THE POLICE RESPONSE SYSTEM IN PURI”

XII. The Proposals must reach at the below mentioned address latest by 5th December 2019 by 04:00 PM.

XIII. The proposals shall be sent by Registered Post/Courier/Speed Post. Proposals sent through facsimile, email, hand delivery is not allowed. The sealed proposals shall be addressed to

Superintendent of Police, Puri
Office of the Superintendent of Police, Puri.
V.I.P. Road, Puri, Odisha.
Pin- 752001
Phone: 06752-225400
Email : sppri.orpol@nic.in

5. Eligibility Criteria

5.1 Eligibility requirements for the Agency:

The applicant must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document. The applicant must also possess the technical know-how and the financial wherewithal that would be required to successfully for supplying vehicles equipped with modern gadgets for the Police Response System in Puri .

The proposals must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to Proposal is open to all applicants who qualify the eligibility criteria as given below:

Conditions of Eligibility			
S. No.	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	Applicants eligible for participating in the assignment should be a single Legal Entity registered in India. Applicants should be registered under the Indian Societies Act / Indian Trust Act / Indian Religious and Charitable Trusts Act / or as a not for profit Company under the Companies Act or the relevant state Acts for at least three years as on the 1 st August 2019.	- Registration Certificate - PAN Card
2	Applicant Turnover	The applicant should have a minimum average annual turnover of Rs.1 Crore over the last three FYs (FY 16-17, FY 17-18 & FY 18-19). If the balance sheet for the FY 18-19 is not available then that of FY 15-16 shall be considered.	Audited Balance sheet and Profit & Loss Statement OR Certificate from the statutory auditor.
3.	Earnest Money Deposit (EMD)	The applicant should submit, as part of its proposal, an Earnest Money Deposit EMD of INR 25,000 (Rupees Twenty five thousand only), in the form of Demand Draft/ Bank Guarantee drawn in favour of SP, Puri payable at Puri.	Original Demand Draft
4.	Applicant's Experience	Should have their registered office in Odisha and must have at least 3 years' experience in working in Odisha.	Previous work orders/ Completion certificates shall be submitted
5.	Authorized Representative from applicant	A Power of Attorney / Board Resolution in the name of the person signing the proposal.	Original Power of Attorney / Board Resolution Copy

6. Period of Execution

The initial period of contract shall be 2 years from the date of award of the contract. However, it can be extended based on the service provided by the selected Agency.

7. Evaluation and Selection

7.1 Technical Evaluation

Initial Bid scrutiny will be made and incomplete details as given below will be treated as non-responsive if Proposals

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Technical Evaluation Committee will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final & binding in this regard.

- a. Technical Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. SP, Puri may conduct clarification meetings with each or any Applicant to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Applicants' authorized representatives who intend to attend at their cost. The Applicants' authorized representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
 - i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Applicant meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or

eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.

ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Applicants are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting documents submitted in support of Eligibility and Technical Evaluation matrix should comply with the following:

- Supporting document is to be submitted in Technical Cover.
- Supporting documents should clearly indicate the value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
- In case of Applicant is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy is not submitted). However, it can be considered if statutory auditor certificate can be furnished.
- Applicants failing to comply with any of the above then the Bid will be summarily rejected.

Technical Evaluation Criteria

Sl. No.	Evaluation Criteria	Maximum marks
1	Technical Credentials	70
1.1	The Applicant should have an average turnover of Rs.1 Crore for the last 3 FY. 10 marks for Rs.1 Crore and 2 marks for every additional Rs.10 Lakhs (up to a maximum of 20 marks)	20
1.2	Applicant's Experience in operations in Odisha. 3-4 years- 10 marks 4-5 years- 15 marks >5 years- 20 marks	20
1.3*	The Applicant should have at least 2 prior projects of supplying at least 5 vehicles with at least 1 year contract. 10 marks for 2 projects and 5 marks for each additional project of supplying 5 vehicles for a minimum of 1 year (up to a maximum of 30 marks)	30
2	Technical Presentation	30
2.1	Understanding of the challenges of the assignment and the associated nuances	15

2.2	Operational Methodology for managing the vehicles and ensuring proper functioning of the gadgets.	15
3	Total	100

*The Applicants should provide supporting documents in the format given in Form 2 Annexure 1 below.

7.2 Financial Evaluation

The Applicant shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest bid shall be given a financial score of 100 and all other proposals shall be given financial scores that are inversely proportional to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration}$

1. Fm: Lowest Financial Proposal 2. Sf: Financial Score

7.3 Selection Process

For selection of Agency/Advisor, final ranking will be determined based on the combined total score for each Applicant separately. This will be done by applying a weight of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical (Te) and financial scores (Sf) of each qualifying Proposal. The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Total Score} = (Te \times 0.70) + (Sf \times 0.30)$

The Applicant scoring the highest Total Score shall be declared as the **“Selected Applicant”**

8. Performance Security

At the time of signing the Contract the successful bidder shall submit a Performance Security in the form of a demand draft for Rupees Rs 1,00,000/- (Rupees One lakh only) of a scheduled nationalized bank payable at Puri, favouring the SP, Puri payable at Puri; or in the form of a Performance Bank Guarantee, from a scheduled nationalized bank with a branch in Puri, for Rupees Rs 5,00,000/- (Rupees Five lakh only) with a validity of one year. The Performance Bank Guarantee will be in accordance with the pro-forma bank guarantee given in Annexure2

9. Site Visit & Verification of Information

The interested bidders are encouraged to submit their proposal after visiting the Project site and ascertaining themselves the site conditions, location, surroundings, climate, access to the site, applicable laws, guidelines, regulations or any other matter considered relevant by them.

10. Default of Service

Deviation and/ or Refusal and/ or non-Performance towards in any of the obligations described in the Scope of Services would be treated as default of service of the selected Firm. Upon default of service, the SP, Puri would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, the SP, Puri would also have the right to terminate the agreement with the selected firm.

11 Tender Document Fee

Tender documents can be downloaded free of cost.

12 Earnest Money Deposit (EMD)

EMD in shape of Demand Draft from any scheduled commercial bank in favour of SP, Puri payable at Puri for Rs.25,000/- (Rupees Twenty five thousand only) is to be furnished by the bidder along with the Technical Bid. Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in SP, Puri is allowed. Unsuccessful bidder's EMD will be discharged/returned within 60 days from the date of execution of the agreement between Puri Police and the selected firm. No interest will be paid on EMD. The EMD may be forfeited in the following conditions: (a) If a Bidder withdraws its Bid during the period of validity of the Bid, (b) In case of a successful bidder, if the bidder fails to execute the work assigned.

13. Committee to evaluate the Presentation

The Agencies shall give their technical presentation to a Committee consisting of the following members:-

- a. DSP Traffic
- b. RTO
- c. Reserve Inspector

14. Validity of Bid

Proposal shall remain valid for 180 days from the last date of submission of Proposal. A Proposal valid for a shorter period shall be rejected as non-responsive.

15. Disputes

All legal disputes are subject to the jurisdiction of Puri court only.

16. Acknowledgement by Bidder

It shall be deemed that by submitting a Proposal, the bidder has:

- a. made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism;
- b. received all relevant information requested from Puri Police.
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of the SP, Puri.
- d. satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e. acknowledged that it does not have a conflict of interest with any other Agency; and
- f. Agreed to be bound by the undertaking provided by it under and in terms here of

SP, Puri shall not be liable for any omission, mistake or error on the part of the firm in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the SP, Puri.

17. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document SP, Puri reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

SP, Puri also reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the firm does not submit sufficient information as being asked for

18. Penalty

1% of the work order value shall be deducted for delay in maintenance and replacement of the vehicles of more than 5 days.

19. Language

The Proposal and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this invitation document.

20. Late Submission

Proposals received after the deadline for submission prescribed by SP, Puri will not be entertained and shall be rejected.

21. Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once it is received by SP, Puri.

22. Award of Project

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate to the selected bidder and the bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited and the next eligible firm may be considered for the project.

23. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected firm, it shall execute the Contract Agreement within a period of 7 days from the date of issuance of LOA. The selected bidder shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

24. Commencement of Assignment

The selected bidder shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, unless it consents to extension of time thereof the Performance Security shall be forfeited and appropriate the same.

25. Consortium

The bidders are not allowed to form consortium for participating in the project.

26. Proprietary data

All documents and other information provided by Puri Police or submitted by the bidder to shall remain or become the property of Puri Police. The bidders are to treat all information as strictly confidential. SP, Puri will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to SP, Puri in relation to the project shall be the property of Puri Police.

27. Bidding Parameter

The bidding parameter shall be cost per vehicle per month.

Cover Letter

(On the Letterhead of the applicant)

To:

The Superintendent of Police, Puri

Sir,

We, the undersigned, offer to supply vehicles equipped with modern gadgets for the Police Response System in Puri in accordance with your Request for Proposal dated 18.11.2019.

We are hereby submitting our Proposal, which includes this Technical and Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification. We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive.

Thanking You,

Yours Sincerely,

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)

Details of Applicant

(On the Letter Head of the Applicant)

- (a) Name of the Bidder:
- (b) Name of the contact person :
- (c) Designation :
- (d) Company/Firm :
- (e) Address :
- (f) Telephone number :
- (g) E-mail address :
- (h) Fax number :
- (i) Mobile number:
- (j) Annual Turnover for the latest 3 years available:

2015-16:

2016-17:

2017-18:

2018-19:

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Signed and sealed by a Chartered Accountant

Membership No.

Form 1. Annexure. 1

PROPOSAL SUBMISSION FORM

(On Bidder's letterhead)

To

The Superintendent of Police, Puri

Date:

Sub: Technical Proposal against RFP for engaging Agency for supplying vehicles equipped with modern gadgets for the Police Response System in Puri.

Dear Sir,

- I. With reference to your RFP document dated 18.11.2019, I/we, having examined the RFP Documents and understood their contents, hereby submits our Proposal for supplying vehicles equipped with modern gadgets for the Police Response System in Puri.
- II. The Proposal is unconditional and unqualified.
- III. All information provided in the Proposal and in the Forms & Annexure is true and correct. This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
- IV. We shall make available to the SP, Puri any additional information it may find necessary or required to supplement or authenticate the Bid.
- V. We acknowledge the right of the SP, Puri to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- VI. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- VII. We declare that:
 - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the SP, Puri.
 - B. We do not have any conflict of interest in accordance with the RFP document;
 - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the SP, Puri or any other public sector enterprise or any government, Central or State; and

- D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice,
- VIII. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
- IX. We declare that we have no business relationship with any other firm submitting a Proposal for the Project.
- X. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- XI. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- XII. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- XIII. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate the SP, Puri of the same immediately.
- XIV. We hereby irrevocably waive any right which we may have at any stage at law or however otherwise arising to challenge or question any decision taken by SP, Puri in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- XV. In the event of our being declared as the successful applicant, we agree to enter into an Agreement in accordance with the draft attached in the RFP document.
- XVI. We have studied all the RFP Document carefully. We understand that except to the extent expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the SP, Puri or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
- XVII. The Assignment Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
- XVIII. We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
- XIX. We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.

XX. We agree and undertake to abide by all the terms and conditions of the RFP document.
In witness thereof, I/we submit this Proposal under and in accordance with the terms of
the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the Authorized signatory)

Name and seal of Bidder

Form 2 Annexure 1**Organisational Structure**

Sl. No	Subject head/Particulars	
1.	Name, address, telephone & Fax number of the bidder:	
2.	Registration No. (Incorporate certificate No. and Date etc. as applicable)	
3.	Name, Address, Telephone and Fax No of the Head of the Organization / Agency	
4.	No. of Full-Time Project Management staff working in your organization / Agency for last 3 years	
5.	No. of Technically Qualified staff engaged on Full-Time Basis in your Organization / Agency for last 3 Years	
6.	No. of non-technical Project Management staff engaged in full time basis in your Organization / Agency for last 3 Years (Incorporate a brief profile of Project Management Non-Tech Staff)	
7.	No. of Technical and Non-Technical Project Management staff turnover during last 3 years (Incorporate a list of the staff, designation, and year of leaving the Organization / Agency).	
8.	Year wise turnover of the Organization/ Agency over last 3 years	
9.	List of Projects & its Funding Agency in last 3 years	
10.	List of Similar Projects or Equivalent projects & its Funding Agency in last 3 years	
11.	List the years of experiences the bidder possesses	

Format –A of Form 2 Annexure-1

List assignments related to ‘Experience in operation in Odisha’ to prove years of experience:

SI No	Name of the Project and Year	Sponsoring Agency / Govt. Dept / Other Client/ Own	Duration	Location	Value of the work

* The bidder should submit copies of order from client with scope of work and project value and work completion certificates.

Format –B of Form 2 Annexure-1

*List of assignments related to ‘Supply of at least 5 vehicles for at least 1 year’:

SI No	Name of the Project and Year	Sponsoring Agency / Govt. Dept / Other Client	No of Vehicles supplied	Location	Value of the contract
		Client			

* The bidder should submit copies of order from client with scope of work and project value and work completion certificates.

Form 3. Annexure 1

What had been the approaches and methodologies followed by your organization / agency for Providing assistance to authorities, mentioned in Form 2 above (Present a Diagrammatic presentation of project management structures)

Approach & Methodology

This Form is to enable the bidders to demonstrate their responsiveness to the requirements.

1. List out in bullet points what are the ‘Major Deliverables’ of the bidder.
2. Frame-in the proposed methodologies and approaches along with the work plan in a tabular form against ‘Each of the Major Deliverables’.
3. List out at most in 10 sentences your methodologies and approaches towards this specific project.

Annexure -2

Format of Bank Guarantee

In consideration of the SP, Puri (hereinafter called the "Client") having offered to accept the terms and conditions of the proposed agreement(hereinafter called the "said Agreement") between SP, Puri and M/s.....(hereinafter called the "said Bidder") for the work of Operation & management of Shelter homes for beggars under SP, Puri having agreed to production of an irrevocable bank guarantee for Rs1,00,000/- (Rupees One Lakh only) as a security / guarantee from the Bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement. We _____ (hereafter referred to as the "Bank") hereby undertake the following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
2. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor/Agency/Firm(s) shall have no claim against us for making such payment.
3. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
4. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We lastly undertake not to revoke this Guarantee except with the prior consent of the

Client in writing.

7. This guarantee shall be valid up to.....
Unless extended on demand by the Client Notwithstanding anything mentioned above,
our liability against this Guarantee is restricted to Rs. _____ (Rupees
_____ only) and unless a claim in writing is lodged with us under
this Guarantee shall stand discharged. Dated the _____
of _____ for _____.

day

Signature of the Authorised Officer of the bank

Name & designation of the Officer Seal,

Name & Address of the Branch

Address of the bank

DRAFT CONTRACT

THIS CONTRACT ("CONTRACT") is made on the _____ day of _____ 2019 at -----
----- .

BETWEEN:

Superintendent of Police, Puri (SP, Puri), a statutory Corporation /government body/ notified by the Government of Orissa under the _____ having its office at ----- (Address of _____, Puri) (hereinafter referred to as "___" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

Name of the organisation, a company / firm having its registered / head office at _____ (hereinafter referred to as the "Agency" or the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part The_ and the Agency are, collectively, referred to "Parties".

WHEREAS the_ requires the Agency to provide the services as defined in Appendix II ('the Services');

AND WHEREAS the Agency has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED between the Parties as follows:

1. Documents: The following appendices are integral parts of this Contract:

Appendix 1 :- General conditions of the Contract

Appendix 2 :- Services to be provided by the Agency

Appendix 3 :- Applicable Fees and Charges payable to the Agency and accepted by the _____.

This Contract constitutes the entire Contract between the Parties in respect of the Agency's obligations and supersedes all previous communications between the Parties, other than as may be expressly provided for herein. It may be amended only by a written instrument signed by both Parties.

2. Commencement and Duration of the Services

The Agency shall start the Services on 06.01.2020 and shall continue unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Time of the Essence

Time shall be of the essence as regards the fulfillment by the Agency of its obligations under this Contract.

For and on behalf of the Corporation

Name:

Date:

For and on behalf of Agency

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

General Conditions of Contract

1. DEFINITIONS

- 'the Agency' means the person, partnership or company with whom this Contract is placed.
- 'the Agency's Representative' means the Project Coordinator who is responsible for all contractual aspects of the Contract on behalf of the Agency.
- 'the Agency's Personnel' means any person instructed pursuant to this Contract to undertake any of the Agency's obligations under this Contract, including the Agency's employees and agents.
- 'the SP, Puri ' s Representative' means any entity appointed by the SP, Puri to act on the SP, Puri's behalf with regard to supervision and/or management of this Contract.
- 'the Services' means the services set out in Appendix -2.
- 'the Nodal Officer' means the person named in Appendix II, who is responsible for ensuring coordination between the SP, Puri and the Agency
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Agency as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- 'Contract' means this Contract entered into between the Puri Police and the Agency, together with the Contract Documents referred to herein, including all attachments, appendices, and all documents incorporated by reference herein.

2. SEVERABILITY

Every paragraph, part, term or provision of this Contract is severable from the others. If any paragraph, part, term or provision of this Contract is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Contract shall not be affected thereby but shall remain in full force and effect.

3. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between the Puri Police and Agency, or Puri Police's and Agency's officers, directors, partners, managers, employees or agents. The Contract shall commence on the date it is executed by the Parties.

4. DURATION OF THE CONTRACT

The Contract period with the selected Firm shall be valid for a period of 2 years from the date of execution of the contract agreement, extendable upon satisfactory performance.

5. MODE OF PAYMENT

The payment is made as per the monthly invoice raised by the selected agency, based on the rate as approved under the RFP and recorded in Appendix 3.

6. PENALTY FOR DEFAULT

Penalty at the rate of 1% cost of the balance / delayed work, per week of delay shall be levied on the Fee subject to a maximum of 10% of the total cost of Services. In the event of total default / failure by the Agency in providing Services, the___ reserves the right to get the Services executed by any other Agency at the cost and risk of the Second Party.

7. TERMINATION OF THE CONTRACT

This Contract shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as described below:

Suspension or Termination without Default of the Agency

The___ may, at its sole discretion, suspend or terminate this Contract at any time by notifying the Agency and giving the reason(s) for such suspension or termination. Where this Contract has been so suspended or terminated the Agency shall:

- a. take such steps as are necessary to terminate the provision of the Services, in a cost-effective, timely and orderly manner; and
- b. provide to the___ , not more than 10 days after the___ notifies the Agency of the suspension or termination of this Contract an account in writing, stating any costs due before the date of suspension or termination; Subject to the___ 's approval, such amount shall be paid to the Agency within 30 days of receipt from the Agency of an Invoice in respect of the amount due.

Suspension or Termination with Default of the Agency

The___ may notify the Agency of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the___, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Agency to remedy that dissatisfaction and the time within which it must be completed.

Where this Contract is suspended and the Agency subsequently fails to remedy the dissatisfaction, the___ may terminate this Contract forthwith.

The___ may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a. the Agency or any member of the Agency's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b. the Agency or any member of the Agency's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
- c. the Agency is an individual or a partnership and at any time:
 1. becomes bankrupt; or

2. is the subject of a receiving order or administration order; or
3. makes any composition or arrangement with or for the benefit of the Agency's creditors; or
4. makes any conveyance or assignment for the benefit of the Agency's creditors; or
 - a. the Agency is a company and:
 - (1st) an order is made or a resolution is passed for the winding up of the Agency; or
 - (2nd) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Agency.
 - b. the Agency is a partnership or a company and there is a Change in Control.

However, the Contract will continue if the _____ states that it has 'no objection' to the continuation of the Contract after the Change in Control.

Where this Contract is terminated in accordance with this Clause, the Agency shall without prejudice to the_'s other remedies, which includes encashment of the Performance Bank Guarantee given by the Agency's bank, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

8. INDEMNIFICATION

Agency shall indemnify, defend and hold the__harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against the _____by reason of or arising out of Agency's gross negligence or willful misconduct with respect to Agency's duties and activities within the scope of this Contract. Except for Agency's gross negligence or willful misconduct, the__ shall indemnify, defend and hold Agency and its partners, directors, officers, agents, servants and employees (collectively, the "Agency Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the Agency Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of Agency's duties and activities within the scope of this Contract.

The_ shall indemnify, defend and hold Agency harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs sustained or incurred by or asserted against the Agency by reason of or arising out of the_____'s negligence, willful misconduct with respect to the_'s duties and activities, including but not limited to any information provided by the _____to the Agency upon which the Agency shall rely in providing the Services.

Limitation of Liability

Agency's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the Client to the Agency for the Services rendered under this Contract. Notwithstanding any other provision of this Contract, neither party shall be liable to the other party for any indirect, consequential, incidental or special losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, this Contract or any Services provided hereunder shall be limited to such party's actual, direct damages.

10. CONFIDENTIALITY

The Agency shall treat the details of the output of the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to the or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the_.

11. COMPLIANCE WITH LAWS

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract.

12. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the laws of the Union of India. The Courts of Puri shall have jurisdiction over all matters arising out of or in relation to this Contract.

13. DISPUTE RESOLUTION

Amicable resolution Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties

Arbitration Procedure

Any dispute or disagreement which cannot be resolved by both Parties and any controversy, claim or dispute otherwise arising in connection with this Contract shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts. The decision of the arbitrator shall be final and binding on both Parties. The place of arbitration shall be Puri.

Performance during Dispute Resolution Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Contract, without prejudice to a final adjustment in accordance with such award.

14. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract

- a. Shall not operate or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Contract;
- b. Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c. Shall not affect the validity or enforceability of this Contract in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Contract.

15. MODIFICATION

Modification of the terms and conditions of this Contract, including any modification of the scope of Services, may only be made by written Contract between the Parties.

16. NOTICES

Unless otherwise stated, notices to be given under this Contract including, but not limited to a notice of waiver of any term, breach of any term of this Contract and the termination of this Contract, shall be in writing and shall be given by hand delivery, recognised courier, mail, email, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

17. TRANSFER OF CONTRACT

No Party may assign its interests in the Contract without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Contract.

18. VARIATIONS

The SP, Puri may, by written notice to the Agency, direct the Agency to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Agency shall be bound to comply with the direction.

19. PERFORMANCE BANK GUARANTEE

The Agency has submitted to the _____ a Performance Bank Guarantee as under:

[Details as applicable to be filled in]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Agency]

PERFORMANCE GUARANTEE No.:

Dated:

Puri

Dear Sir,

We have been informed that [insert complete name of Successful Bidder] (hereinafter called "the Successful Bidder") has received a Letter of Intent issued by you for entering into a Contract with you, for the undertaking survey works as fully described in your RFP no _____, dated _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the said RFP a Performance Guarantee is required as a condition precedent for entering into the Contract.

At the request of the Successful Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding [(insert amount – 10% of the value of the contract) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or show grounds or reasons for your demand of the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date. [In preparing this Guarantee, the Purchaser might consider adding the following text to the Form] We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Contractor]

Appendix 2

Responsibilities and Obligations of the Agency

The Agency shall:

- a) Supply vehicles equipped with modern gadgets for the Police Response System in Puri.
- b) Be responsible for the maintenance of the gadgets and vehicles.
- c) Replace the vehicles within 5 working days in case of breakdown.

Appendix-3

Applicable Fees to the Agency and accepted by the _____

The Agency shall be paid a fee at the rate of Rs..... (Indian Rupees ___only) per vehicle per month. This fee / price for Agency's services payable by the____for the services of the Agency is all inclusive; it includes all costs and profits of the Agency and also includes all national or state taxes.

Annexure-4

FINANCIAL BID

To

The Superintendent of Police, Puri

Sub: Financial Proposal for supplying vehicles equipped with modern gadgets for the Police Response System in Puri .

Sir,

1. We, the undersigned, offer to provide the supply and maintenance services for the above in accordance with your RFP. Bidding parameter is cost per vehicle per month for “Supplying vehicles equipped with modern gadgets for the Police Response System in Puri ”.

The Project cost shall be finalized by SP, Puri when the selected Agency submits the operational plan report within 7 days of issue of work order. Financial quotation shall be inclusive of all tax.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.

3. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988” We understand that you are not bound to accept any Proposal you receive.

SL NO	Item	Rate (Rs)
1	Quote per vehicle per month (in Rs)*	

* The above quote is inclusive of all taxes.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address

UNDERTAKING

Annexure-5

It is certified that my firm/agency/company has never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on 18.11.2019.

Date: ____/____/2019

Place:

Signature of Bidder

Name of Signatory

Name of the Bidder

Seal of the Bidder

Checklist for Bidders

SL No	Covered Envelope	Head	Sub head
1			Check that all pages of all papers being submitted, except the Bid Bond, are duly authenticated by the person signing Form 1 & the Covering letter
2	1 St Covered Envelope	Technical Bid	Latest three years financial statements (one set only)
3			2. Copies of work orders / completion certificate / Agreement/ MoU/ Self-Certified Organisation(please see Bidding System, Technical Bids for details) one set only
4			3. Approaches & Methodology
5			4. Copies of payment certificates (Please see Bidding System, Technical Bids for details) one set only.
6			5. EMD on prescribed format or Demand Draft for bid security
7			6. Undertaking Formats for not Blacklisting Annexure-5
8			7. Demand draft for cost of RFP
9			8. Forms Annexure 1 to 5
10	2nd covered Envelope	Financial Bid	Ensure that the envelope containing Financial Bid contains only (FINANCIAL BID)
11	3rd Covered Envelope	Tender for Supplying vehicles equipped with modern gadgets for the Police Response System in Puri (Technical Bid & Financial Bid)	