

# Odisha Police, Government of Odisha



## Request for Proposal [RFP]

For

## Selection of Agency for Fleet Management of Dial 112 Emergency Response Support System

### Scope of Work and Specification



State Police Head Quarter,  
Buxi Bazar, Cuttack, Odisha 753001  
Phone- 0674- 2304001 Email: [aig.provisioning@gmail.com](mailto:aig.provisioning@gmail.com)

## TENDER CALL NOTICE

### Office of the D.G & I.G. of Police, Odisha, Cuttack

#### **Schedule of Tender:**

<b>Sl. No.</b>	<b>Event</b>	<b>Tentative Schedule</b>
1.	Hiring of Vehicle	106 nos.
2.	Tender No.	RFP No. 01/2021-22
3.	Publication of advertisement in Newspapers (if applicable)	15/08/2021
4.	Display of Tender documents in Odisha Police Website and available of Tender Document from Odisha Police HQ, Cuttack	16/08/2021
5.	RFP Document Fee	Rs.20,000/- (Rupees Twenty Thousand) only
6.	EMD Amount (in RS.) to be deposited by NEFT/RTGS to DG & IG of Police Odisha Bank account	Rs.24,00,000/- (Rupees Twenty four lakh) only
7.	Start date for submission of Techno commercial bid and price bid	16/08/2021
8.	Last date & time to accept pre- bid queries through email (aig.provisioning@gmail.com)	23/08/2021 10.00 AM
9.	*Virtual/Pre-Bid Meeting (is to be communicated to interested bidders)	23/08/2021 3.30 PM
10.	Publication of Corrigendum to RFP (if any) in the website of Odisha Police	25/08/2021
11.	Last date & Time for submission of Techno commercial bid at the office of AIG – Provision, State HQ, Odisha Police, Cuttack	03/09/2021, 05.00 PM
12.	Opening of Techno Commercial Bids	04/09/2021, 11.00 AM
13.	Technical demonstration by the qualified bidder before the Tech. Committee. To be communicated later	on any date between 06/09/2021 to 07/09/2021
14.	Announcement of Technically Qualified Bidders	07/09/2021
15.	Opening of Financial Bids of Technically qualified bidders	07/09/2021
16.	Issue of LOA	To be intimated later

Any change to the above schedule shall be notified on the Odisha Police website. Interested parties are advised to regularly check the website.

Interested bidders are requested to regularly visit the Odisha Police website as all subsequent addendum / corrigendum / change of above schedule of events of RFP shall be hosted on Odisha Police website.

## Abbreviations

Sr No	Abbreviations	Full Form
1.	OP	Odisha Police (includes different officials designated for this project to different ranks of Odisha Police by whatever nomenclature created as per the orders of the Government including Odisha Police from time to time).
2.	FRU	First Response Unit
3.	ERU	Emergency Response Unit
4.	AVLS	Automatic Vehicle Locator System
5.	BPO	Business Process Outsourcing
6.	CAD	Computer Aided Dispatch
7.	CAPA	Corrective Action & Prevention Action
8.	CCCC	Centralized Command Control Centre
9.	CCTNS	Crime and Criminal Tracking Network & Systems
10.	CISA	Certified Information Systems Auditor
11.	COTS	Commercial Off the Shelf
12.	EMD	Earnest Money Deposit
13.	ERV	Emergency Response Vehicle
14.	GIS	Geographic Information System
15.	GPRS	General Packet Radio Service
16.	GPS	Global Positioning System
17.	GST	Goods & Services Tax
18.	ICT	Information and Communication Technology
19.	IP	Internet Protocol
20.	ITES	Information Technology Enabled Services
21.	LMV	Light Motor Vehicle
22.	LOA	Letter of Agreement
23.	LOI	letter of intent
24.	MDT	Mobile Data terminal
25.	MSME	Micro, Small and Medium Enterprises
26.	NDA	Non-Disclosure Agreement
27.	O&M	Operation and Maintenance
28.	OEM	Original Equipment Manufacturer
29.	PAN	Permanent Account Number
30.	PBG	Performance Bank Guarantee
31.	G2C	Government to Citizen
32.	PMP	Project Management Professional
33.	PRINCE	Projects IN Controlled Environments
34.	QCBS	Quality and Cost Based Selection
35.	SDC	State Data Centre
36.	SLA	Service Level Agreement
37.	SSDG	State Service Delivery Gateway
38.	SWAN	State Wide Area Network
39.	VTS	Vehicle Tracking System
40.	DOF	Degree of Freedom

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## 1 Overview

Consequent upon the recommendation of Justice J. S. Verma Committee constituted post 'Nirbhaya' Rape case of 2012, Government of India decided for establishment of an integrated emergency response telephone number "112" as a part of Nationwide Emergency Response System (NERS), now renamed as Emergency Response Support System (ERSS).

The ERSS will be the common national emergency response number for accessing emergency services by integrating the present emergency services like Police, Ambulance, Fire, women helpline etc. currently operating through multiple helpline numbers such as 100, 101, 102, 104, 108, 181, 1098. The rationale behind establishment of ERSS was to respond to the distress call of the citizen in a coordinated manner in the shortest possible time.

Presently, there are various G2C emergency services e.g. Police, Fire, Health etc. being provided to citizen through different independent portals. The existence of numerous portals for such services like 100, 101, 102, 104, 108, 181, 1098 creates confusion in the minds of the public. Also, the services administered through varying portals vary across departments in Odisha. It was in this backdrop that the Integrated Emergency Response Support System through 112 was conceptualized. The present scheme envisages a common integrated platform for providing Police, Fire and Ambulance services to citizens. Further, in order to avoid any overlap with the existing schemes currently being operated by Health or Fire Department ERSS proposes to utilize the infrastructure of Fire, Health Department and Women and Child Development Department to avoid duplication of effort and resources.

Odisha Police intends to implement a GIS and GPS based Automatic Vehicle Tracking System (AVTS) for its modern Centralized Command & Control Center. The scope envisages a complete fleet operations of Emergency Response Vehicles.

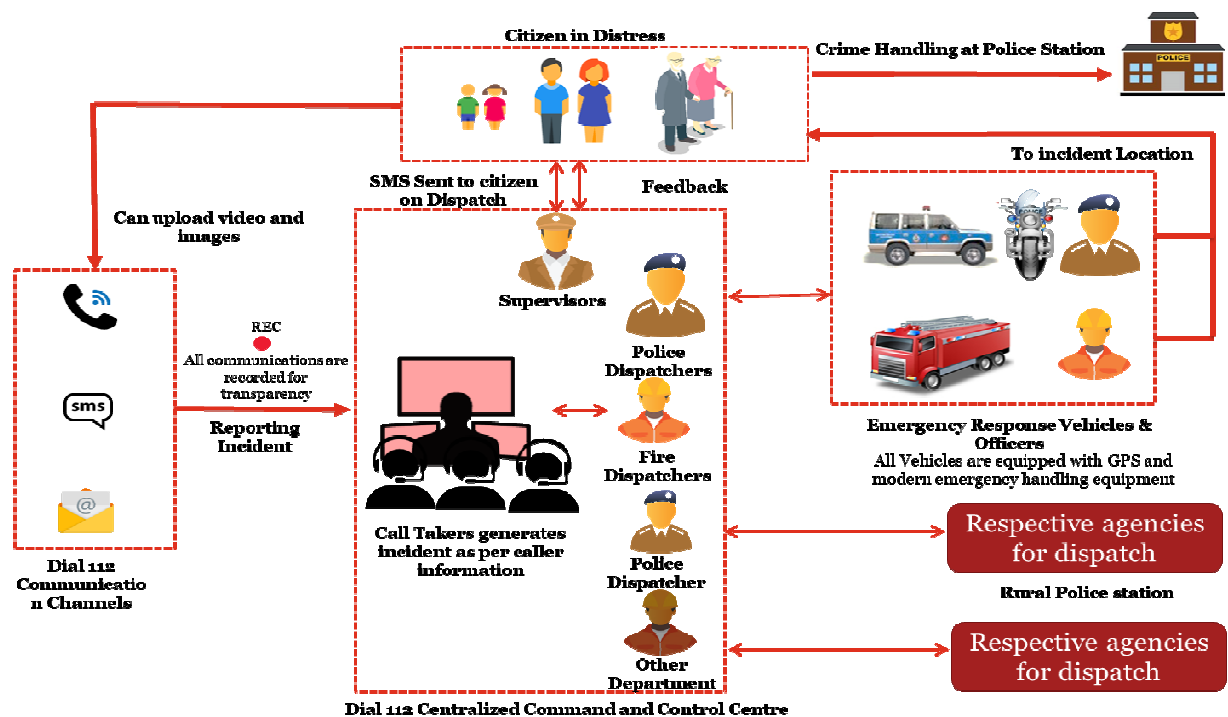
## 1.1 Scope Summary

Scope	Description
Districts (Police District Headquarters) Covered	<p>Total 34 districts</p> <p>Cuttack, Jagatsinghpur, Kendrapara, Jajpur, Puri, Khordha, Nayagarh, Balasore, Bhadrak, Mayurbhanj, Sambalpur, Bargarh, Jharsuguda, Deogarh, Balangir, Subarnapur (Sonepur), Dhenkanal, Angul, Keonjhar, Sundargarh, Ganjam, Gajapati, Kandhamal, Boudh, Kalahandi, Nuapada, Koraput, Rayagada, Nabarangpur, Malkangiri, Rourkela, Berhampur, DCP BBSR, DCP Cuttack)</p> <p>Future, if required some other districts (if new district will be created) may be added to the Dial 112 System. The bidder may be asked to extend the vehicle, drivers and operation area accordingly.</p>
Service Operations	<p>Fleet operations etc. during Operations &amp; Maintenance phase shall be provisioned on 24x7 basis for a period of 3 years and to be extended for next 2 years from the date of Go-Live as per conditions mentioned in this tender.</p>
Emergency Response Vehicles (ERV)	<p>Bidder to deploy 106 Emergency Response Vehicles. After successful execution of work, the bidder however should be ready to provide more vehicles for this purpose along with 106 ERVs as and when required.</p> <p>The vehicle deployment plan is mentioned in section 2.6.3 (i).</p>
Standard Operating Procedures (SOPs)	<p>Bidder has to prepare Standard Operating Procedure (SOP) for Fleet Management etc. with the help of Odisha Police or a designated agency appointed by Odisha Police.</p>
Incorporation of best practices	<p>Bidder need to ensure incorporation of best practices of fleet management in the project.</p>
Helpdesk	<p>Successful Bidder would need to provision helpdesk to ensure seamless resolution of issues, faults, problem as per prescribed SLA for smooth operation of the fleet management.</p>
Fleet Manpower	<p>Bidder to provide one Project Manager-cum-Supervisor to be stationed at the ERSS operation centre as identified by Odisha Police. Bidder should provide drivers for all ERVs for operating 24x7 in minimum 02 shifts and in accordance with the prevailing Labor and Wages related laws, acts and guidelines including any amendments in future.</p>
Consumables and Fabrication of ERVs	<p>The Successful Bidder to ensure availability of consumables in all ERVs at all time. The details is mentioned in section 2.6.3</p> <p>The bidder should also ensure to fabricate the ERVs like protective grills on wind shields, back glass and window glass, seat cover, seat belt, spare wheel, branding etc. of the ERVs.</p>
Maintenance of the Vehicle	<p>Provide maintenance of the vehicles as per manufacturer's maintenance schedule throughout the duration of agreement to prevent any structural and functional deterioration of assets including the consumables supplied.</p>

Work to execute (Duties)	The Project Manager-cum-Supervisor and driver will react/perform duties assigned by ERSS official/Centralized Command and Control Center without delay.
Replacement of Manpower and ERVs	The bidder shall make necessary arrangement for substitution/replacement of Manpower/ERVs to ensure non-interruption of emergency services.

## 1.2 ERSS Workflow

Below is the proposed work flow of Emergency Response Support System.



The successful bidder needs to deploy and manage Emergency Response Vehicles. The overall **Fleet Management** is under the scope of bidder.

The head wise detailed list of key activities (but not limited to) is provided in the subsequent sections for the understanding of the bidders.

## 2. Scope of Work & Responsibility of Service Provider.

Following are the minimum requirements (but not limited to) to be performed by the bidder during the project tenure:

## 2.1 Fleet Management

i) Bidder will deploy **106 Emergency Response Vehicle (Non AC)** meeting specifications as mentioned as 24x7.

ii) All the ERVs should be of same make and model

iii) The ERVs should be registered within one year from the date of floating of Bid and should not be covered for more than 25000 Kms before deployment. A vehicle must be replaced after running for 1,85,000 Lakh KMs including the initial KMs at the time of deployment in the project.

iv) The service provider should provide all information (make, model, log book, registration details etc.) regarding vehicles to be deployed within 15 days from the date of contract signing for verification (format for information appended in Annexure).

v) The Odisha Police has discretion to place the vehicle across the state as per the requirement.

vi) ERV hiring cost for a month should be inclusive of Driver Salary, Required Consumables, Fuel and other maintenance expenses for 3000 km running per vehicle.

vii) The basic service will be 3000 local running Kms with 24 x 7 duty hours. ERVs running beyond 3000 kms per vehicle per month i.e. 3000 Km x 106 vehicle = 3,18,000 KMs per month all vehicle. ERV's running beyond cumulative 318000 KMs will be paid for the additional kilometers running. If the total KMs running in a month is less than 318000 KMs, then it will carry forward to the next month and so on.

viii) Similarly, the average distance to be travelled by vehicles may be increased or decreased by Odisha Police based on the actual usage of vehicles and pro-rata adjustment in contract price shall be done.

ix) KMPL shall be fixed by Odisha Police or authorized representative taking random sample vehicle to be selected at the ratio of 20:1. Minimum KMPL shall be fixed as 10 Kms/Ltr. (As per Govt. rule) or actual as per the sample test whichever is higher.

x) Cost of the fuel will be calculated as per cost / MRP at Cuttack district Hdqrs / Police Hdqrs Cuttack region.

xi) Price Revision :- No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above (+ or-) 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula :

Increase or decrease in Petrol / Diesel during the month =

$$\frac{\text{Actual KMs run by the Vehicle} \times (\text{Revised rate per liter} - \text{Base rate per liter})}{\text{Average KM per liter of diesel or Petrol consumption (KMPL)}}$$



(Note :- The Base Rate of fuel is the prevailing rate on the date of submission of bids. The Average KMPL is to be assumed as explained above. If there is decrease in Fuel price, formula will indicate negative figure which means the fuel charges would be deducted to that extent. Revised fuel rate for each month to be considered with the fuel rate at Cuttack on 1st calendar day of each month.)

## **2.2 Fleet Manpower Deployment**

- i. Bidder to appoint one Project Manager-cum-Supervisor (to be stationed at ERSS centre or as decided by Odisha Police) for overall management, coordination and supervision during the entire period of contract.
- ii. Bidder to deploy drivers for 106 Emergency Response Vehicles and after satisfactory performance, bidder may be awarded the contract for hiring of the more Emergency Response Vehicle with the same rates.
- iii. Bidder to provision for drivers in minimum 2 shifts to meet the requirement of 24\*7 ERV operation.
- iv. Mandatory Police Background Verification to be conducted for all drivers by the bidders. Only drivers with no adverse report shall be allowed for deployment in field.
- v. Odisha Police department will provision resources/agency to monitor the deployment of the driver / supervisor and verify the following documents for all drivers:-
  - Basic Education Qualification
  - Valid Driving License
  - Background verification
  - Driving Test
  - Eyesight Test
  - In case of failure, who to reject and who to allow for retraining
  - Should be able to read English / Odia alphabet.
- vi. Bidder to provide fortnightly roaster for deployment of drivers in advance.
- vii. If any driver is found with expired license or found drunk on duty will be removed and bidder to provide replacement immediately apart from the action as per prevailing laws.
- viii. If same/any driver will be found violating rules for more than 2 times than the driver will be removed permanently and bidder to provide replacement immediately
- ix. Any delay in operation due to negligence of the drivers would be liable to service provider.
- x. Bidder to provide insurance to all drivers. Bidder to provide uniform to all drivers.
- xi. Bidder to provide list of Drivers along with Driving license number in advance for RTO verification.
- xii. The Project Manager-cum-Supervisor / Drivers shall not be abstained from duties even after end of the shift. They shall only on loin of next shift relievers leave.

## **2.3. Drivers:**

1. The Drivers shall observe all the etiquette and protocol while performing the duty. He shall be neatly dressed, should wear mutually agreed uniform and shall carry a mobile phone in working condition, for which no separate payment shall be made by the department.

2. The drivers must be literate and well behaved. He must follow Traffic rules & regulations prescribed by the Government from time to time.

3. Driver should have an eye-check up report at start of the contract and get an eye check up done every 6 months.

4. The Driver should have a valid driving license with the concerned authorities of central/State Govt.

5. Dedicated vehicle number and driver shall not be changed without prior approval of hiring authority.

6. The ultimate responsibility of the integrity and performance of the driver will lie on the Service Provider.

7. The Vehicle provided by the Service Provider on hire will be with a driver who must be in proper uniform and should have a driving license and be competent to drive, each driver should be provided with a mobile phone by the Service Provider.

a) Minimum education ( 10th pass or above) along with basic knowledge of Odia English and Hindi language (reading/ understanding).

b) Well versed with using Smart phones

c) Ability to record all actions in the Mobile Data Terminal installed in vehicle application in a timely manner

d) Ability to handle basic smart phone functionalities/ Charging the device Device power on/ off Attending voice calls / Initiating outgoing voice calls Sending/ Receiving SMS / Camera to send photo/ video to PSAP / Familiarity with Google maps and navigation

e) Ability to adjust parameters in device settings

f) Handling the devices securely and with care

g) Records / Registered (log book etc.) to be maintained as directed by Odisha Police.

h) The Driver along with ERV will report at Reverse Police Office, (RO) and shall be under control of District SsP.

i) The Vehicle shall move to the place as per the address / reference given by ERSS command centre without delay.

j) The driver should be in possession of his valid driving license and other required documents of vehicle including insurance document of vehicle.

## 2.4 Training of drivers

The bidders will have to facilitate the training to drivers from CDAC on handling of the equipment and SOPs to be followed by the drivers etc.

## 2.5 Manpower Qualification

The minimum manpower qualification is described as following:

Sl No	Role	Number of Resources	Minimum Qualification	Duties
1.	Project manager-cum-Supervisor	2	a) Educational Qualification: <ul style="list-style-type: none"> <li>• Minimum MBA or equivalent (as explained in Key Profiles section)</li> </ul> b) Should have communication fluency in Odia, Hindi, English. Must not have any criminal record           c) Should have at least 3 year working experience on similar projects like managing/supervising emergence response vehicle fleet in operation.	Co-ordination & supervision of drivers with ERSS officials/ control room for execution of duties ,ensuring availability of vehicle all time ,roster of duties of driver, maintenance of vehicle, replacement of vehicle etc.
2.	Drivers	212 (excluding Relievers, backup, buffer etc.)	d) Educational Qualification: <ul style="list-style-type: none"> <li>• Minimum Class 10 or above</li> </ul> e) Must hold valid driving license for Light Motor Vehicle (LMV) Must not have any criminal record           f) Should have at least 3 year of driving experience	To perform the duties assigned by the ERSS officials / control room without delay

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to Authority.

Before assigning any replacement member of the key personnel to the provision of the services, bidder shall provide authority with:

A resume, curriculum vitae and any other information about the driver / Project Manager-cum-supervisors. That is reasonably requested by authority; and an

opportunity to interview the driver / Project Manager-cum-supervisor. Bidder should also ensure availability of Project Manager-cum-supervisors for 24\*7 in shifts including backup, buffer etc. for smooth operation.

## 2.6. Emergency Response Vehicle

Following are the minimum functional requirements (but not limited to) to be performed by the bidder during the project tenure:

### 2.6.1 Vehicle Availability

- i. Bidder to ensure availability of Project Manager-cum-supervisor.
- ii. Bidder to ensure availability of 106 vehicles 24\*7 with drivers in minimum 2 shifts.
- iii. Bidder to ensure availability of basic spares like tyre, etc. in case of contingency.
- iv. The API for GPS device to be installed in the ERVs should be exposed CAD software for ERV availability, tracking and MIS generation for SLA (Service Level Agreement).

### 2.6.2. Vehicle Insurance

- i Bidder to ensure that insurance of all ERVs is updated on time
- ii Third party insurance of ERV is mandatory

### 2.6.3 ERV & Consumables for vehicles (Bill of Material)

List of consumable items is provided below. Besides some of consumable will be provided by Odisha Police which has to be accounted for by Service Provider.

Bidder to provide following items to meet the overall requirement of the project:

Sl. No.	Description	Minimum Qty
1.	Emergency Response Vehicles (including reserve vehicles), completed with branding and fabrication.	106
2.	The ERVs glasses (front, rear and window) need to be protected with protective grills, before deployment.	106
Consumable Items (including replacement of old and non-functional items)		
3.	Spill proof car seat covers	106
4.	Mobile phone with one SIM (for drivers)	106
5.	Stickers on vehicles as per branding finalized by Odisha Police	106
6.	LED Torch (With USB port to be charged in car)	106
7.	Mobile Charging Points-3 Nos. (2 fast charging port (+3.2A))	106

## Specification for Consumables and ERVs.

### (a) ERV specification

S.No	Parameter	Key Consideration (Minimum recommended)
1	Engine Cubic Capacity	1461 cc – 2956 cc
2	Engine Torque	185 Nm to 321 Nm
3	BHP/HP/KW/PS	75 BHP to 139 BHP
4	Wheel Base (in mm)	2425 mm to 3025 mm
5	Ground clearance (in mm)	180 mm to 205 mm
6	K.M.P.L.	13 to 17
7	Minimum seating capacity	7 to 10
8	Fuel Type	Diesel / petrol
9	Transmission	5 gears or more
10	Fuel Tank	50 - 60 litres
11	Authorised Service Centre in Odisha	13 - 15
12	Emission Norms	BS - VI compliance

### (b) Spill proof car seat covers

S.No	Description
1.	Easy to clean and maintain
2.	Water proof

### (c) Mobile phone

S.No	Particular	Description
1.	Operating System	Android
2.	RAM	4 GB or higher
3.	Wireless Communication Technologies:	Bluetooth, Wifi Hotspot
4.	SIM Slot	Dual
5.	Form Factor	Touchscreen phone
6.	Rear Camera	8MP
7.	Front Camera	5MP
8.	Display Size	5.45inch
9.	Battery	4000 mAH lithium Polymer battery
10.	Charger	USB cable & Adapter

### (d) Stickers on vehicles

S.No	Particular	Description
1.	Stickers	Design to be finalized as per Odisha Police

### (e) LED Torch

S.No	Particular	Description
1.	Bulb type	led
2.	Built-in rechargeable	lithium battery
3.	Charging through	USB port
4.	Battery capacity	3000 mAH
5.	Run time	10 hours

### (f) Mobile Charging Points-3 Nos. (2 fast charging port (+3.2A))

S.No	Particular	Description
1.	No of ports	3
2.	2 port with fast charging	+3.2 A

- i. i. Bidder to maintain replenishment cycle as per following:

Item	Replenishment Cycle
Spill proof car seat covers	In case of blood or other spill; Bidder has to replace it every 20 months (2 times) or if damaged
Mobile phone with two SIM	In case of damage or lost
Stickers on vehicles as per branding finalized by Odisha Police	Bidder needs to reapply the film every 18 months
LED Torch (With USB port to be charged in car)	In case of damage or lost.
Mobile Charging Points-3 Nos. ( 2 fast charging port (+3.2A))	In case of damage or lost

- ii. Bidder to ensure availability of consumables in all ERVs at all time
- iii. Random check will be conducted by the department to ensure availability of items. If acceptable quantity is not found, penalty will be levied as per SLA terms.
- iv. Bidder to provide adequate provision for replenishment of consumed or expired items
- v. Bidder to consider cost of replenishment of consumable items in financial quotation
- vi. Branding cost of the vehicle will be borne by the service provider. The service provider is responsible for the safe guard of the equipment and gadgets provided by Odisha Police. Any loss / damage of the property of the equipment of Odisha Police will be borne by the service provider.

#### 2.6.3 (i) Distribution of Emergency Response Vehicles and accessories.

- i. Bidder will deploy 106 vehicles and bidder is required to make alternate arrangement to replace breakdown vehicle.
- ii. Deployment of vehicle to be done as per following which may be subjected to change by Odisha Police.

S.No	Name of Police District Headquarter	No. of ERVs to be deployed (including all accessories and consumable items)
1	Angul	3
2	Balasore	3
3	Bargarh	3
4	Berhampur	3
5	Bhadrak	3
6	Balangir	3
7	Boudh	2
8	Cuttack	3
9	Deogarh	2
10	Dhenkanal	3
11	Gajapati	3
12	Ganjam	3
13	Jagatsinghpur	3
14	Jajpur	3
15	Jharsuguda	3
16	Kalahandi	3
17	Kandhamal	3
18	Kendrapara	3
19	Keonjhar	3
20	Kordha	3
21	Koraput	3
22	Malkangiri	3
23	Mayurbhanj	3
24	Nabarangpur	3
25	Nayagarh	3
26	Nuapada	2
27	Puri	3
28	Rayagada	3
29	Rourkela	3
30	Sambalpur	3
31	Subarnapur	2
32	Sundargarh	3
33	D.C.P Bhubaneswar	7
34	D.C.P Cuttack	7
<b>Total</b>		<b>106</b>

Any change in above deployment (if any), will be informed to the bidder in advance.

- iii. Bidder to ensure deployment of 106 ERVs with all branding and fabrication including consumables within 15 days from the date of contract signing.
- iv. Bidder to comply the ERV and consumable specification as mentioned above.

### **2.6.3 (ii) Branding.**

- i. Branding (including stickers) on vehicles to be completed by the bidder as per the requirement of Odisha Police
- ii. Bidder to provide sample designs for department approval

### **2.6.3 (iii) Fabrication.**

- i. The ERVs glasses (front, rear and window) need to be protected with protective grills, before deployment. Service provider will ensure provision and fitting of the protective grills.
- ii. All consumables including those provided by Odisha Police will be fitted before deployment by service provided.

### **2.6.3 (iv) Additional Services**

1. Each vehicle while on duty under this agreement will carry the following:-
  - (a) One serviceable spare wheel
  - (b) Necessary spares and tools for repair
  - (c) Spare cans filled with oil and water

Note : Service Provider will not be permitted to carry any other stores except spare tyre, tubes, wheel, tools for repair and spare cans for diesel / petrol and water.

2. Service Provider will ensure that vehicles are mechanically fit and in good condition and check the following before sending the vehicles on duty:-
  - (a) Wipers, light, indicators, horn and kilometer head are in working condition.
  - (b) Tyre pressure is accurate and tyres are in good condition.
  - (c) There is no unwanted sound from Engine/Exhaust.
  - (d) The turnout of driver i.e. dress worn by the driver is neat and clean and not dirty and has proper uniform.
  - (e) There is adequate fuel in the fuel tank.
  - (f) The driver is in possession of his driving license and other required documents of vehicle and mobile phone for communication specially
  - (g) All lights and indicators should be in working condition.



(h) Vehicle should be in mechanically fit condition and there should not be any vibration/unnecessary sound.

(i) All lights and indicators should be in working condition.

(j) Vehicle should be road worthy in all respect as assessed by Contract Operating Officer/authorized officer / RTO..

(m) The service provider will spare a vehicle, if any vehicle engaged will go for maintenance and service.

### **2.6.3 (v) Log Book :-**

a) All the vehicles must maintain a log book on a formally approved format by Odisha Police.

b) Mileage of the vehicle will be calculated on the basis of System generated reports (GPS)/ Odometer / Log book prepared centrally after due verification by competent authority or its authorized representative. Log books must be signed by bidder representative on regular basis and verified by the representative nominated by the Competent Authority

c) Log Book must be mentioned with KMPL of the vehicle. The same will be verified by Odisha Police or its authorized representative.

d) Log book must be mentioned with previous Odometer reading of Kms covered by the vehicle for calculating late running.

### **2.6.3 (vi) Help Desk**

The bidder will ensure the operation / supervision of vehicle and driver related issues and coordinate with ERSS Control Room to address the technical glitch in vehicles, replacement of vehicles, absence / delayed reporting of drivers, timely substitutions of drivers etc.

## **3. Service Level Agreement**

The purpose of this Service Level Agreement (hereinafter referred to as SLAs) is to clearly define the levels of service which shall be provided by the Bidder to Odisha Police for the duration of this contract. This SLA section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Implementation SLA is as mentioned below:

### **3.1. Definitions**

- a. Days: All Working and Non-working days (365 days in a calendar year)
- b. 24\*7 means two shifts of 12 hours every day. This is applicable for all seven days of the week without any non-working days
- c. "Scheduled Maintenance Time" shall mean the time that the vehicle is not in service due to a scheduled maintenance activity as defined in this SLA

- d. “Scheduled operation time” means the scheduled operating hours of the vehicle for the month. The total operation time for the vehicle and applications will be 24X7X365 (per year).
- e. “Incident” refers to any event/abnormalities in the functioning of any of Equipment/Services that may lead to disruption in normal operations of the Vehicle.

### **3.2 Interpretation & General Instructions**

- a. During the initiation phase, the SLA parameters and metrics thereof would be established by Odisha Police in consultation with Service provider, which would be reviewed on an annual basis.
- b. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels, it shall result in a breach of contract and shall invoke penalty.
- c. The Service Level agreements have been logically segregated in the following categories:
  - 1.Implementation Phase SLAs
  - 2.Operations & Maintenance Phase SLAs
  - 3.Emergency Response Vehicle
  - 4.Field Equipment and consumables
  - 5.ERV
  - 6.ERV Response Time
  - 7.Miscellaneous

**3.3 Penalties:** During the operation of the contract, the following penalty will be deducted from the monthly payment to the service provider, based on report from the Odisha Police.

- A. Delays not because of mechanical failure/ act of nature :-
  - i. 5 to 10 Minutes : Rs. 500/- per event.
  - ii. 10-20 Minutes : Rs. 1000/- per event.
  - iii. 20-30 Minutes : Rs. 2000/- per event.
  - iv. More than 30 Minutes : Rs. 3000/- per event.
  - v. Delay in replacing vehicle : Rs. 4000/- per event.
- B. Not wearing uniform: Rs. 250/- per event.
- C. Inadequate cleanliness of the vehicle: Rs. 250/- per event.
- D. Improper servicing/ mechanical condition due to poor maintenance: Rs. 1000/- per event.
- E. Providing untrained / under qualified driver Rs. 1000/- per event.
- F. Driver found drunk/ indulging in gambling/ any other antisocial activities during duty hours Rs. 10000/- per event and replace the driver immediately.

G. Damage of Govt. properties supplied to the service provider for vehicle Rs. 10000/- per item.

H. If breakdown vehicle shall not be replaced within One hour Rs.5,000/- per vehicle.

Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the Odisha Police will be considered applicable at the time of any dispute/following any statutory rules.

**3.4. Penalty for Use of Undue Influence.** The service provider undertakes that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement of any kind to any person in service of the Odisha Police or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Odisha Police or otherwise in procuring the contract the obtaining or execution of the present contract or any other contract with the government of India for showing or forbearing to do favour or disfavor to any person in relation to the present contract or any other contract with Government of India. Any breach of the aforesaid undertaking by the service provider or any one employed by him or acting on his behalf (whether with or without he knowledge of the Service provider) or the commission of any offers by the service provider or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code 1860 or the prevention of corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Odisha Police to cancel the contract and all or any other contract with the service provider and recover from the service provider the amount of any loss arising from such cancellation. A decision of the Odisha Police or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the service provider. Giving or offering of any gift, bribe or document or any attempt at any such act behalf of the service provider towards any officer/employees of the Odisha Police or the any other person in a position to influence any officer/employee of the Odisha Police for showing any favour in relation to this or any other contract shall render the service provider to such liability penalty as the Odisha Police may deem proper including but not limited to termination of the contract imposition of penal damages forfeiture of the Bank Guarantee and refund of the amounts paid by the Odisha Police.

**3.5. Agents / Agency Commission** The service provider confirms and declares to the Odisha Police that the Service provider is the original holder of the provider of the service referred to in this Contract and has not engaged any individual or firm whether Indian or foreign whatsoever to intercede facilities or in any way to recommend to the Odisha

Police or any of its functionaries whether officially or un officially to the award of the contract to the service provider nor has any amount been paid promised or intend to be paid to any such individual or firm in respect of any such intercession facilitation or recommendation. The service provider agrees that if it is established at any time to or recommendation. The service provider agrees that if its established at any time to the satisfaction of the Odisha Police that the present declaration is in any way incorrect or if at a later stage it is discovered by the Odisha Police that the service provider has engaged any such individual/firm and paid or intend to pay any amount gift, reward, fees, commission or consideration to such person, party firm or institution whether before or after the signing of this contract, the service provider will be liable to refund that amount to the Odisha Police. The service provider also be debarred from entering into any supply contract with the Odisha Police for a minimum period of five years. The Odisha Police will also have right to consider cancellation of the contract either wholly or in part without any entitlement or compensation to the service provider who shall in such an event be liable to refund all payment made by the Odisha Police in terms of the contract along with interest at the rate of 2 % per annum above LIBOR rate. The Odisha Police will also have the right to recover any such amount from any contract concluded earlier with the Odisha Police.

**3.6. Access to Books of Accounts.** In case it is found to the satisfaction of the Odisha Police that the service provider has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agent/Agency /commission and penalty for use of undue influence the service provider on a specific request of the Odisha Police shall provide necessary information / inspection of the relevant documents/information.

1. The vehicles rendered will be subject of inspection by the Odisha Police or authorized agency or user of the vehicles. Any vehicle rejected by either of the above authorities on his inspection before or during use of the vehicle will be replaced by the service provider at once at no risk no cost basis.
2. In the event of any dispute of providing vehicles between service provider and the officer operating the contract regarding quantities/qualities of vehicles tendered, decision of the Odisha Police shall be final and binding on the service provider.

### 3.7 Project Timelines

- i) Project timeline for deployment of vehicles and training of drivers will be decided mutually by service provider and Odisha Police. It should not be exceeded 15 days beyond awarding of Contract order.
- ii) Contract period for operation is for 3 years (which may be extended for another 2 years)
- iii) Odisha Police may take the call and invite the service provider for outsourcing of more vehicles after satisfactory performance of the service provider in ongoing project or as per the requirement.
- iv) Successful Bidder should complete all the activities within the defined timelines as indicated above. The Successful Bidder will be eligible for the payment based on the completion of activities and approval of the relevant deliverables.
- v) Acceptance Criteria for Go-live :-
- The successful completion of the project requires completion of minimum following items:
- Deployment of all vehicles along with necessary branding and fabrication.
  - Availability of consumable items.
  - Other items if any, finalized and agreed after discussion with Odisha Police and successful bidder.
  - Availability of requisite number of Project Manager-cum-Supervisor / Drivers.

### 4. Payment Terms

<b>Milestone</b>	<b>Payment</b>	<b>Deliverables</b>
ERVs Deployment (Including vehicle, driver, consumables, fuel, program manager, maintenance and all other activities as mentioned in this tender)	Monthly	Based on acceptance of the availability report & Performance report approved from Police Department
Fuel Cost	Monthly	Basis ERV running data generated from the system and verification by Odisha Police or its nominated agency
Repair and Maintenance	Monthly	As per the quoted price

4.1. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheque whenever feasible. The Service Provider should submit the bills on a monthly basis which will be paid through ECS/NEFT.

4.2. **Advance Payment.** No advance payment(s) will be made.

## **5. General Terms & Conditions**

This section provides general information about the terms and conditions of the RFP for the bidders.

### **5.1 Consortium Conditions**

No consortium shall be allowed

### **5.2 Compliant Bids/Completeness of Response**

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents including corrigenda carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
  - a) Include all documentation specified in this RFP, in the bid.
  - b) Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
  - c) Comply with all requirements as set out within this RFP.

### **5.3 Bidder to Inform**

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If the bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Authority in writing in order that such doubt may be removed or clarifications are provided.

### **5.4 Bid Preparation costs**

The Bidder shall bear all costs associated with the preparation and submission of its bid, for the purposes of clarification of the bid, if so desired by the Authority.

## 6. Pre-bid meeting & Clarification

### 6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project should be submitted to Authority through email id: [aig.provisioning@gmail.com](mailto:aig.provisioning@gmail.com) as per the submission mode and timelines mentioned in the RFP. The pre-bid queries should be submitted in MS Excel sheet format, along with name and details of the organization submitting the queries.

Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority.

Bidders must submit their queries as per the format mentioned in Annexure 1

### 6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

Authority will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. Authority shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries unless the authorities decide otherwise.

Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available/ hosted on the website URL mentioned above. Any such corrigendum shall be deemed to be incorporated into this RFP.

### 6.3 RFP Document Fee

The RFP can be purchased by paying a non-refundable RFP Document Fee of Rs. 20,000/- (Rupees Fifty Thousand only), in form of

- a) Demand Draft or Banker's Cheque, in name of "A.I.G. of Police (Provisioning), Odisha, Cuttack" from the following address:  
A.I.G. of Police (Provisioning), Odisha, Cuttack  
**State Police Headquarters**  
**At/Po- Buxibazar, Cuttack, 753001**

- b) Online Payment in the following bank account and submitting the proof of payment at the communication address specified in this RFP:

<b>Name of Beneficiary</b>	Director General & Inspector General of Police Odisha
<b>Account Number</b>	10861705847
<b>Name of the Bank</b>	State Bank of India
<b>Branch</b>	Cuttack
<b>IFSC Code</b>	SBIN0000059

Bidders downloading the tender document from website, have to submit the tender fee DD or online transfer receipt along with the proposal, otherwise the bid will be rejected. Any issue in online transfer will not be responsibility of Odisha Police and the same will be considered as non-compliance.

#### **6.4. Earnest Money Deposit (EMD)**

Bidders should submit EMD of Rs.24,00,000 (Rupees twenty four lakh only), in the Pre-Qualification, in the form of a Demand Draft / Bank Guarantee, encashable at Cuttack and issued by any Nationalized bank or Scheduled Banks, in favor of the "XXXXXXXXXX", which should be valid for 180 days from the last date of submission of Bids. Bank Guarantee Format for EMD is given in Annexure 18.

*For Unsuccessful bidders:* The bid security of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder.

*For Successful bidders:* The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

In case bid is submitted without the EMD then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

- i. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
- ii. In the case of a successful bidder, if the successful Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
- iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- iv. During the bid process, if any information found wrong / manipulated / hidden in the bid.



## 6.5 Bid Validity Period

Bid shall remain valid for the time period mentioned in the RFP.

On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

## 6.6 Submission of Bid

A three part Bid System will be followed for this RFP with a Least Cost Based (LCS) Selection criterion. The three parts of the bid are Pre-Qualification Bid, Technical Bid and Commercial Bid.

All the pages of the Bid must be sequentially numbered and should be indexed properly. Any deficiency in the documentation may result in the rejection of the Bid. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than that in the hard copy as prescribed in this RFP. Late bids i.e. bids submitted beyond the prescribed deadline of submission, shall not be accepted.

The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid should be submitted in five covers as mentioned below:

Cover Number	Cover Name	Content	Number of Copies
One	Label containing "EMD& Tender Fee", RFP Name and Number, Bidder Name and Cover Name	Letter of Authorization, EMD & Tender Fee (Original documents to be submitted to the Purchaser).	1 in Original
Two	Pre-Qualification bid with the label containing "Pre-Qualification bid", RFP Name and Number, Bidder Name and Cover name	Pre-Qualification bid along with the required supporting documents.	Two Printed Copies (1 Original and 1 Copy) and 1 Soft Copy in DVD
Three	Technical bid with the label containing "Technical bid", RFP Name and Number, Bidder Name and Cover name	Technical Bid along with the required supporting documents.	Two Printed Copies (1 Original and 1 Copy) and 1 Soft Copy in DVD
Four	Commercial bid with the label containing with "Commercial bid", RFP Name and Number, Bidder Name and Cover name and "CONFIDENTIAL"	Commercial Bid	1 Printed Copy in original
Five	Outer Cover with the label containing, RFP Number, Bidder Name, "Proposal for <RFP Name and Number> and "DO NOT OPEN BEFORE <Bid Opening Date and Time>, Bidder Name and Address	Cover 1,2,3,4	N/A

The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid.

The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time are as mentioned in the Bid Document. The Bidder will not be allowed to submit the Bid after the Bid submission time.

## 6.7. Bid Formats

### 6.7.1 Pre-Qualification Bid Format

SI No.	Section Heading	Details
1.	Pre-qualification checklist	As per format provided in Annexure 2 of this document.
2.	Pre-Qualification Bid Covering Letter	As per format provided in Annexure 3 of this document.
3.	Company Profile	As per format provided in Annexure 4 of this document.
4.	Pre-Qualification Criteria	Based on Pre-Qualification criteria table as mentioned in Section 7.5 with response and documentary evidence required against each criteria
5.	Power of Attorney	Documentary evidence to be submitted.
6.	No Deviation Certificate	As per format provided in Annexure 6
7.	Total responsibility certificate	As per format in Annexure 7.

### 6.7.2 Technical Bid Format

SI No.	Section Heading	Details /Document required
1.	Technical Bid Checklist	As per format provided in Annexure 8
2.	Technical Bid Covering Letter	As per format provided in Annexure 9
3.	Technical Evaluation Criteria	Technical Evaluation criteria table as mentioned in Section 7 with response and reference against each criteria in the formats specified, if any, against specific criterion
4.	Masked Commercial Bid	As per the Format of Commercial Bid without any prices. (The bid shall be rejected if cost of any item is shown in the technical proposal)
5.	Anti-Collusion Certificate	As per format provided in Annexure-13.

### 6.7.3 Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified Annexure 14 to 17. The Bidders shall give the required details of Goods and Services Tax (GST) in respect of provision of services under this RFP.

The Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total contract value covers all obligations of the Bidder mentioned

in or to be reasonably inferred from the Bidding documents in respect of providing the product / services.

Prices quoted by the Bidder shall remain firm during the entire contract period including the extensions if any and shall not be subject to variation on any account except change in GST rates and Fuel Price beyond the capping and mentioned in this tender document. A Bid submitted with an adjustable price quotation will be treated as non-responsive and shall be summarily rejected.

The Bidder must submit the Commercial Bid in the formats specified in Annexure 4.

#### **6.7.4 Language**

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. Such translated documents shall be notarized and in case of any incorrectness of the translation, the bidder will be penalized.

#### **6.7.5 Authentication of Bids**

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or authorization through board resolution.

#### **6.7.8 Amendment of Request for Proposal**

At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the <https://odishapolice.gov.in/> through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the Authority's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible and it will be assumed that the bidder has responded after considering the RFP and all corrigenda.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the Authority.

#### **6.7.9 Bid Price**

Commercial Bid shall be as per the format provided in Annexure 4. Bidders shall give the required details of all applicable Goods and Service Tax in respect of direct transaction between Authority and the Bidder.

Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

### **6.7.10 Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 6. The bids with deviation(s) are liable for rejection.

### **6.7.11 Total Responsibility**

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Annexure 7.

### **6.7.12 Late Bids**

Late submission will not be entertained and will not be permitted by the authority.

The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authority reserves the right to modify and amend any of the above-stipulated condition/criterion.

### **6.7.13. Right to Terminate the Process**

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Authority.

### **6.7.14 Non-Conforming bids**

A bid may be construed as a non-conforming bids and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP.
- ii. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

### **6.7.15 Acceptance/Rejection of Bids**

- i. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- ii. Bid should be free of over writing. All correction or addition must be clearly written both in words and figures.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

- i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price will be corrected accordingly before evaluation.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

#### **6.7.16 Confidentiality**

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The successful bidder has to sign a Non-Disclosure Agreement (NDA).

#### **6.7.17 Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- i. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- ii. More than one make and model proposed for the vehicles or any other items.
- iii. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- iv. Bid is received in incomplete form.
- v. Bid is not accompanied by all the requisite documents.
- vi. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- vii. Financial bid is enclosed with the same document as technical bid.
- viii. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

- ix. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
- x. Bids without Tender fee and EMD will be disqualified.

### **6.7.18 Personnel**

Authority has identified certain positions and minimum qualifications that should be part of team of the bidder (hereby referred to as “personnel”). Details of these positions are provided in Section 2.5.

### **6.7.19 Evaluations**

Successful Bidder shall carry out an evaluation of the performance of each member of the Personnel in connection with the Services at least once in each Contract Year. Successful Bidder shall provide reasonable written notice to Authority of the date of each evaluation of each member of the Personnel. Authority shall be entitled to provide inputs to the Successful bidder for each such evaluation. Successful Bidder shall promptly provide the results of each evaluation to Authority, subject to Applicable Law.

### **6.7.20 Replacement**

In case any proposed resource resigns, then the successful Bidder has to inform Authority within one week of date of resignation.

Successful Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Successful Bidder to Authority but without any interruption to the service in part or total.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Successful Bidder shall provide Authority with:

- i. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Authority; and
- ii. An opportunity to interview the candidate.

The successful bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If Authority objects to the appointment, Successful Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The successful bidder needs to ensure at least 4 weeks of overlap period in such replacements. Authority will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the successful bidder due to resource replacement.

### **6.7.21 Fraud and Corrupt Practices**

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
- ii. Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ advisory of Authority in relation to any matter concerning the Project;
  - b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and



- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **6.7.22 Conflict of Interest**

- i. A bidder shall not have a conflict of interest that may affect the Selection Process or the delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
- ii. Authority requires that the bidder provides solutions which at all times hold Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

### **6.7.23 Right to vary quantity**

- i. At the time of award of contract during the contract period, the quantity of goods, works or services originally specified in the bidding documents may be increased/decreased subject to requirement. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- ii. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the successful bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- iii. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

### **6.7.24 Site Visit**

- i. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder’s own expense.
- ii. The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit. Alternatively, the Authority

may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

- iii. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

#### **6.7.25 Termination of Contract.**

The Odisha Police shall have the right to terminate Contract in part or in full in any of the following cases:-

- (a) The service is delayed for causes not attributable to Force Majeure for more than 48hrs after the scheduled date of service.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The service is delayed due to causes of Force Majeure by more than 48hrs provided Force Majeure clause is included in contract.
- (d) The Odisha Police has noticed that the Seller has utilized the services of Indian/ Foreign agent in getting this contract and paid any commission such individual/company etc.
- (e) As per decision of the Arbitration Tribunal or any court.

#### **6.7.26 Vehicle special Conditions.**

- i. **Appearance/Condition of Vehicle:** The Service Provider will provide the vehicle in perfect running condition. Upholstery, décor, matting, paint, lights and all other accessories of the vehicles provided are to be in excellent condition at all times.
- ii. **Break downs :**In case of break down of the vehicle, the service provider shall provide a suitable replacement within one hour of receipt of information. In case replacement is not provided by service provider immediately, then a penalty as per RFP will be imposed.
- iii. **Papers of the Vehicle:** The papers of the vehicle should be complete e.g. Registration, Permit, Tax, Insurance, Pollution Check and fitness certificate at the owner's cost. No extra charge will be permissible in such cases.
- iv. The successful bidder/Service Provider should have valid PAN Card, Sales Tax/GST Registration. Supply order/Job Order will be issued against the contract agreement for hiring of vehicles on an as required basis. Please note that contract can be cancelled unilaterally by this office in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of this office, with the option of applicability of LD Clause.

v. The Registration of the vehicles to be engaged should not be older than 1 year from date of floating of the RFP.

### **6.7.27 Other Terms and Conditions**

- 1) The Successful Bidder shall be in obligation to pay the salary on or before 10th of every month to its deployed Manpower
- 2) The Successful Bidder shall discharge its liability for the deployed manpower in respect of Employees Provident Fund under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, if applicable.
- 3) The Successful Bidder shall also have to bear all other liabilities as per existing "Contract Labour (Regulation and Abolition) Act, 1970" and other applicable Labour Act as amended from time to time, if applicable.
- 4) The Successful Bidder shall also bear other charges like Leaves (other than Statutory Leaves), additional Salary, Group Insurance, photo-id etc.
- 5) The Successful Bidder will have to make the payments of Salary directly into a Bank Account of deployed manpower.
- 6) The Successful Bidder shall provide details to employees related to the payment of salary, their bank accounts number & bank name where payment remit and other information through the login access of IT facilities which should be available 24\*7 to the employees.
- 7) The Successful Bidder will mandatorily submit documents showing the proof of age and qualification / experience of the manpower deployed by it, after executing the contract, and get it verified from the designated Nodal Officer as declared by Odisha Police from time to time. The verification of the credentials of the manpower by the Odisha Police is mandatory whenever a new manpower is engaged. A Declaration in this regard filled and duly signed by all deployed manpower at district should be submitted to designated Nodal Officer before deploying the respective manpower. Random police verification would be carried out regularly to check the genuineness of the declaration.
- 8) Odisha Police shall not pay any additional cost towards the establishment of office, Administrative & support staff deployed for administering the project/contract to the Successful Bidder.
- 9) The Successful Bidder shall provide and be responsible for payment of salaries and other statutory privileges and facilities as applicable to its Manpower as per relevant and applicable law/rules/regulations and orders of the Central / State Government or local authorities or other authorities as are in force from time to time.
- 10) All Manpower engaged under this Contract by the Successful Bidder shall be employees of Successful Bidder. Odisha Police shall not have any liability/responsibility to absorb the persons engaged by the Successful Bidder and/or extend any type of recommendation, etc. for obtaining any job with the Odisha Police or elsewhere.
- 11) The Successful Bidder shall at the time of execution of the Contract have PF code number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous Provisions Act, 1952 and where he remits contributions in respect of the employees employed by him to the PF office concerned every

month or obtain the same within a month after the agreement for the concerned employees, if applicable.

- 12) The Successful Bidder shall maintain all records/registers as required to be maintained under various Labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the Odisha police, if applicable.
- 13) The Successful Bidder shall also submit periodical reports on various Labour laws compliance such as Contract Labour (Registration & Abolition) Act-1970, Employees Provident Fund Act etc., under intimation to maintain the designation of the principal employer, if applicable.
- 14) The Successful Bidder shall ensure that its manpower perform their duties efficiently by taking monthly report from District officer and Nodal officer. In case the feedback is not satisfactory then deployment of new manpower needs to be exercised within defined timelines.
- 15) Successful Bidder cannot assign any task / job to the deployed resources other than as prescribed in this tender. In case, if it has been reported to Odisha Police or Odisha Police has observed the same then penalty will be invoked and 2 such incidents may lead to termination of contract by Odisha Police
- 16) In case the hired personnel do not attend the work at any time for whatever reason, the successful bidder shall make alternate arrangements to Odisha Police, so that the daily work of Odisha Police does not suffer.
- 17) The Successful Bidder shall in the event of his employees sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under the Employee's Compensation Act, 2010 and other applicable law.
- 18) If any of the persons engaged by the Successful Bidder misbehaves with any officials of the Odisha Police and other stakeholders of Odisha Police or commits any misconduct in connection with the property of the Odisha Police or suffers from any serious communicable diseases, the Successful Bidder shall be liable to replace them immediately
- 19) The Successful Bidder shall ensure that necessary information regarding the persons engaged by him is intimated to the Nodal Officer through the online mode along with hard copy.
- 20) The successful bidder will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of all personnel and Odisha Police shall not be responsible for any such liability or lapses.
- 21) During the subsistence of the contract, Odisha Police shall not undertake any monetary liability other than the amount payable to the successful bidder for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the successful bidder.

**(a) Credentials of Manpower**

- 1) The manpower provided by the Successful Bidder should not have any adverse Police records / criminal cases pending against them. The Successful Bidder should make adequate enquires about the character and antecedents of the manpower before recommending for deployment. The Successful Bidder have to

furnish proofs of identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card, AADHAR Card to the Odisha Police Nodal officer along with a certificate to this effect in detail.

- 2) The manpower deployed by the Successful Bidder shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the government's interest due to deployment of such manpower, the same shall have to be recovered by the Successful Bidder without any extra cost to the Odisha Police
- 3) The successful bidder shall be responsible for the discipline and conduct of the hired personnel sponsored and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the successful bidder shall provide replacement services of suitable personnel.

**(b) Contract Period**

- 1) The contract shall commence from the date of execution of agreement and shall continue for defined period in RFP or more as the case may be unless it is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of manpower deployed, breach of any conditions of contract etc. or change in requirements.
- 2) The Agreement shall automatically expire on completion of agreement period unless it is extended for further period by mutual consent of the Successful Bidder and the Odisha Police.
- 3) The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Successful Bidder and the Odisha Police. However, there can be only two extensions of one year each can be made. It is essential because the project can further be extended for a defined timeline subjected to approval of competent authority.
- 4) The Odisha Police reserves the right to terminate the agreement by issuing prior notice of 1 month to the Successful Bidder.
- 5) The Successful Bidder will be bound to furnish details to the Odisha Police while submitting the tender or at subsequent stage as per tender document. Any such document furnished by the Successful Bidder found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action against Successful Bidder apart from termination of the agreement forthwith.
- 6) The bidder once awarded the contract, shall not be exit / quit at least before 2 years from the date of signing contract under any circumstances.
- 7) After issuing termination Notice to Best Fit vendor (BFV1), Odisha Police reserves the right to initiate the process to engage the Next Best Fit Vendor (BFV2), if they would like to be engaged during the rest period of the project. The Pricing will be as per the derived L1 cost. In case BFV2 does not agree then BFV3, BFV4 etc. vendors will be approached in similar way till any vendor is selected.

**(c) Mishap and Injury to manpower (Driver / Supervisor)**

- 1) The successful bidder shall comply with all the rules and regulations regarding safety and security of its employees and Odisha Police in no way will be responsible in any manner in case of any mishap to their personnel.
- 2) The Successful Bidder shall indemnify and keep Odisha Police indemnified against all losses and claims for injuries or damage to any person whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 3) Odisha Police shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Successful Bidder. The Successful Bidder shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.
- 4) In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Odisha Police's Authorized officer / Nodal officer shall have full powers to retain out of any sums payable/becoming payable to the Successful Bidder , any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of Odisha Police shall be final in regard to all matters arising under this clause.
- 5) In case any manpower of the Successful Bidder is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the Odisha Police, it shall be the sole responsibility of the Successful Bidder to defend its manpower in the court of law or to extend all medical and financial help, etc. without charging any cost to the Odisha Police.
- 6) Odisha Police shall be deemed to be indemnified by the Successful Bidder for lapses or other mischief's etc. by manpower deployed in this project.
- 7) Claims arising due to "any activity" by the manpower shall be liable for adjustment from performance bank guarantee furnished by Successful Bidder.

**(d) Reporting of Manpower (Driver / Project Manager-cum-Supervisor)**

- 1) The persons deployed shall be required to report for work at scheduled time as directed by Odisha Police's nodal officer and shall work in minimum 2 Shifts. The Person (deployed), who remains absent from duty on a particular day / comes late to the duty /leaves the duty early without prior permission appropriate penalty will be charged to the service provider.
- 2) The person to be deployed by the Successful Bidder shall work under the control of Odisha Police. If any of the manpower deployed by the Successful Bidder will disobey to carry out such order of the Nodal Officer; his/her service shall be withdrawn immediately and sent back to the Successful Bidder. The penalties will be invoked as defined in SLA section.

### **(e) Reporting of Bidder**

- 1) The Successful Bidder shall employ competent Project Manager-cum-Supervisor as mentioned in this tender (name, address, telephone number, identity proof of the Supervisors shall be communicated in writing to the Nodal Officer) to supervise the deployment and performance 24\*7. The said Supervisors shall be present in ERSS centre of Odisha Police.
- 2) For all purposes the Successful Bidder will be reporting primarily to the Odisha Police's officials / nodal officer on daily basis.
- 3) The Supervisor shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by Odisha Police from time to time. They have to honor office timings, timelines provided by Odisha Police, tasks assigned etc., in a time bound manner.
- 4) Any written order or instruction which the Nodal Officer or his duly authorized representative may give to the said representative of the Successful Bidder shall be deemed considered to have been given to the Successful Bidder.
- 5) The Successful Bidder shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the Odisha Police. Any notice or instructions to be given to Successful Bidder under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Successful Bidder last notified by them or delivered to authorized signatory.

## **7. Selection Process for Bidder**

### **7.1 Opening of Bids**

The Bids shall be opened by Authority in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be three bid-opening events

- **Set 1 (Bid Security/EMD and Tender Fee) and Set 2 (Pre-Qualification bid)**
- **Set 3 (Technical bid)**
- **Set 4 (Commercial bid)**

The venue, date and time for opening the Pre-qualification bid are mentioned in the RFP.

The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders.

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.

The Technical Bid will include technical presentation.

The Commercial Bids of only those bidders who will qualify in technical evaluation as mentioned in 7.4.2 will be opened.

## **7.2 Preliminary Examination of Bids**

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- i. Not submitted in format as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested
- vi. Non-compliant to any of the clauses mentioned in the RFP
- vii. With lesser validity period

## **7.3 Clarification on Bids**

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.



## 7.4 Evaluation Process

Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

### 7.4.1 Stage 1: Pre-Qualification

- i. Authority shall validate the Set 1 “Bid Security/Earnest Money Deposit (EMD)”.
- ii. If the contents of the Set 1 are as per requirements, Authority shall open the Set 2- “Pre-Qualification Bid”. **Each of the Pre-Qualification criteria mentioned in Section 7.5 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
- iii. Technical bids for those bidders who don’t pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don’t qualify the technical evaluation. Bid Security amount shall be returned for unsuccessful bidder within one month after PBG is submitted by successful bidder.

#### **7.4.2 Stage 2: Technical Evaluation**

- i. Set 3 “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.
- ii. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority’s discretion.
- iii. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 7.6 &7.6.1
- iv. Bidders have to give presentation as per the terms of the RFP to Authority during the technical evaluation stage.
- v. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get **Technical Score of more than or equal to 70% in Technical Evaluation** will qualify for Commercial Evaluation stage. Further, the bidder has to score minimum 60% score in all the criteria of the technical evaluation parameters other than the presentation to qualify in Technical stage.

#### **Stage 3: Commercial Evaluation**

- i. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- ii. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority’s discretion.
- iii. Commercial bids that are not as per the format provided (**Annexure 14**) shall be liable for rejection.
- iv. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- v. Total Price shall be calculated based on the format provided in (**Annexure 14**) and the Bidder with Overall Lowest Quote shall be declared as **the most preferred bidder.**
- vi. All taxes including tax/all other incidental expenses applicable to State/Municipal/Central Govt will be paid by Service Provider/ and no additional payment to agreed rates will be made.

#### **7.4.3 Final Selection**

- i. The bidder who score minimum score of 60% in all the evaluation points (other than presentation criteria) and overall score greater than equal to 70%

will qualify for financial evaluation. Bidder with lowest financial total quote will be the preferred bidder.

- ii. **The bidder achieving the Lowest Total Quote shall be invited for awarding the contract. In case of a tie where two or more bidders achieve the same lowest financial quote, the bidder with the higher Technical Score will be invited first for contract signing and in case of the first bidder does not accept then other bidder will be called for award of the contract and the process will continue till a as per the ranking of financial quotes till a preferred bidder is selected.**

### 7.5 Pre-Qualification Criteria

**“The Bidder”** (The use of the term “Bidder” in the Tender means the Single Service Provider must meet the following pre-qualification requirements to become eligible for the Technical & Commercial Evaluation. No consortium or sub-contractor is allowed under this tender. In case of any deviation to this, the Odisha Police may disqualify the bidder/bidders. If this deviation is found during the project execution then selected bidder may be debarred/blacklisted for a period as decided by the competent authority of Odisha Police.

SI No.	Pre-Qualification Criteria	Mandatory documentary evidence to be submitted	Applicable To
1.	The Bidder must be a registered company in India, registered under the Companies Act 1956 and subsequent amendments thereto. The Bidder should be operating in India for the last five years as on <b>31.03.2021</b>	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> </ul>	Bidder
2.	The Bidder should have a valid GST number registered in Odisha and income tax registration (PAN).	<ul style="list-style-type: none"> <li>• Copy of PAN Card</li> <li>• Copy of GST registration</li> <li>• Last applicable return copy in case of out of odisha GST registration, the bidder should submit a declaration to get registered in odisha before signing of the contract in case the bidder gets selected.</li> </ul>	Bidder

3.	The average Annual Turnover of the Bidder, during last 3 financial years (FY 2017-18, 2018-19, 2019-20 or FY 2018-19, 2019-20, 2020-21) should be INR 25 crore or more	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor/ Chartered Accountant</li> <li>• Balance sheet for the respective years</li> </ul>	Bidder
4.	The net-worth of the Bidder should be Rs.15 Crore or more as on last return file year for FY 2019-20 or 2020-21).	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor/ Chartered Accountant stating the net worth as on 31.3.2021 or 31.03.2020</li> <li>• Profit and Loss Statement of the respective year</li> </ul>	Bidder
5.	The bidder should be operating at least fleet of 100 vehicles for police or health or any other Govt. Project in India in a single project and for more that 2 years.	<ul style="list-style-type: none"> <li>• Copy of work order/ Contract/agreement detailing Scope &amp; number of vehicles</li> <li>• Satisfactory performance certificate from same client</li> </ul>	Bidder
6.	The Bidder should not have been blacklisted / debarred by Central Government / State Government in India as on the date of bid submission.	Self-declaration by the Bidder (as per Annexure5, duly signed by the authorized signatory.	Bidder
7.	The bidder should have an operational office in the State of Odisha or must establish an office within 15 day of awarding of the contract.	Documentary evidence or declaration to open an office	Bidder.

## 7.6 Technical Evaluation Framework

The following sections explain how the Bidders shall be evaluated on each of the evaluation criteria:

### 7.6.1 Technical Bid Evaluation Criteria

Prior to the detailed evaluation of the Technical Bids, Authority shall determine whether each Bid is

- complete,
- accompanied by the required information and documents and
- substantially responsive to the requirements set forth in the Tender Documents.

Authority has formed a Technical Committee, which will evaluate both technical & commercial bids received in response to this Tender. The findings of the said Committee and subsequent decision of Odisha Police shall be final and binding on all the bidders. Only those bidders, who fulfill all the criteria / requirements mentioned in the bid, shall be eligible and qualified for technical scrutiny as per the Evaluation Framework given below.

Authority may in its sole discretion, waive any informality or non-conformity or irregularity in a Bid document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

### Evaluation Framework

Technical Evaluation of the bids would be carried out on 3 broad criteria as given below:

Sl No	Evaluation Criteria	Total Marks
1.	<b>Bidder's Organizational Strength and Experience</b>	85
2.	<b>Presentation</b>	10
3.	<b>Key Profiles</b>	5
<b>Grand Total</b>		<b>100</b>

Police Department (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder. The following sections explain how the Bidders will be evaluated on each of the evaluation criteria.

The bidder has to score at least 70% in technical evaluation framework to be considered for further financial evaluation process.

#### A. Bidder's Organizational Strength and Experience (Total Mark – 85)

Sl No	Criteria	Criteria Details	Documentary Evidence	Maximum Marks
1.	Minimum Average Annual Turnover of the Bidder, during last 3 financial years (FY 2017-18, 2018-19, 2019-20) or (FY 2018-19, 2019-20, 2020-21) should be minimum 25 crores	<ul style="list-style-type: none"> <li>Minimum INR 25 Crores- 9 Marks</li> <li>For every additional 2 crore, 1 mark will be awarded up to maximum of 15 marks (total)</li> </ul>	<ul style="list-style-type: none"> <li>Balance Sheet</li> <li>Statutory Auditor Certificate</li> </ul>	15

2.	Positive Net Worth of the Bidder as on 31.3.2020 or 31.3.2021 (in case return filed for FY 21) should be minimum 15 Crores.	<ul style="list-style-type: none"> <li>• <math>\geq</math> INR 15 Crores – 9 Marks</li> <li>• For each additional 1 crore of net worth, 1 mark each up to 6 marks.</li> </ul>	<ul style="list-style-type: none"> <li>• Balance Sheet, P&amp;L statement.</li> <li>• Certificate from statutory Auditor .</li> </ul>	15
3.	The Bidder should have experience in fleet operation management of Emergency Response Vehicle (ERV) for Central / State Government Department in last 5 years in India as on bid submission date.	<p>Total number of ERVs in police or health</p> <ul style="list-style-type: none"> <li>• 1 Projects (minimum 100 vehicles project) – 12 Marks</li> <li>• For each additional set of 25 vehicles in same project or other project, 2 marks each up to 8 marks.</li> </ul>	<ul style="list-style-type: none"> <li>• Case study and copy of work order (s)</li> <li>• Contract(s)/Agreement(s) detailing scope &amp; number of vehicles</li> <li>• Go-live certificate</li> </ul>	20
4.	The Bidder should have experience of operating in India with Emergency Response Vehicles (ERVs) for Central / State Government Department as on bid submission date.	<p>Years of experience in managing and operating the ERVs for government client:</p> <ul style="list-style-type: none"> <li>• <math>\geq</math> 5 Years of experience – 12 Marks</li> <li>• 2 marks each for each additional 1 year of experience up to 8 marks</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of work order(s)</li> <li>• Contract(s)/Agreement(s) detailing years of experience</li> <li>• Go-live certificate</li> <li>• Satisfactory performance certificate(s) from the client.</li> </ul>	20
5.	Bidders experience in operating and managing Emergency Response Vehicles (ERVs) for Central / State Government Department as on bid submission date	<p>No. of projects in operation and management phase.</p> <ul style="list-style-type: none"> <li>• Minimum 1 project – 9 Marks</li> <li>• For each additional project, 1 Mark each up to 6 marks</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of work order(s)</li> <li>• Contract(s)/Agreement(s) detailing scope of work</li> <li>• Go-live certificate</li> <li>• Satisfactory performance certificate(s) from the client with clear mention of project Operation and Management phase.</li> </ul>	15
	<b>Total</b>			<b>85</b>

## B. Presentation (Total 10)

Sl No	Parameter	Max Marks
1.	<ol style="list-style-type: none"> <li>1. Understanding of requirements and experience in Odisha</li> <li>2. Ability to clearly explain the deployment plan &amp; timeline of fleetwith Approach and Methodology.</li> <li>3. Detailed plan to meet project timelines.</li> <li>4. Detailed plan for Driver hiring.</li> <li>5. Detailed process and plan for fleet management, replenishment of consumables, vehicle servicing, fuel consumption etc.</li> <li>6. Management plan for driver attendance, collection of GPS data. reserve vehicle &amp; driver</li> <li>7. SLA Management &amp; Methodology</li> <li>8. Risk identification and mitigation plan for following: <ul style="list-style-type: none"> <li>• Attrition management for drivers</li> <li>• Plan for uninterrupted 24*7 service - Fleet Operation</li> <li>• Fleet breakdown management</li> <li>• Any other (for overall process improvement)</li> </ul> </li> </ol> <p><b>*All above points will have 1 mark each and point no.8 will have 3 marks</b></p>	10
	<b>Total</b>	<b>10</b>

**Note :-** The bidder is required to provide response for all the Parameters; else the bid will be treated as incomplete.

## C. Key Profiles (Total Marks – 5)

Sl No	Criteria	Criteria Details	Maximum Marks
1.	Program Manager-cum-Supervisor	Refer to the team Evaluation Matrix Below	5
	<b>Total</b>		<b>5</b>

### Important Note:

- Replacement of above key members is not allowed till project go-live is achieved. In case of any replacement, the penalty will be levied as per SLA terms and conditions.
- Bidder has to score minimum 60% score in each evaluation criteria (each point under "Bidder's Organizational Strength and Experience" and "Key Profiles") and overall score of minimum 70 Marks out of 100 to qualify for the financial evaluation.

### Team Evaluation Matrix

## **Program Manager-cum-Supervisor - 5 marks**

### **Mandatory Criteria**

- a) Resource should be in fulltime payroll of the bidder
- b) Minimum Educational Qualification:  
Full time MBA/PGDBA/PGDM
- c) Minimum 10 years of work experience post MBA/PGDBA/PGDM
- d) Minimum 3 years of Project Management / Program Management experience in similar kind of projects (Emergency response project like Dial 100/Dial 112/ Dial108 or large fleet management of more than 100 vehicles)

### **Scoring Criteria**

#### **Experience:**

- 10 years to 12 years = 1 Mark
- More than 12 years = 2 Marks

#### **Experience of Project Operation Management in ERV Fleet Management only:**

- >=2 years = 1 Mark
- >=3 years = 2 Marks
- >=4 years = 3 Marks

### **NOTE:**

1. Presentation to be led by the proposed Project Manager and Program Manager-cum-supervisor.

3. Authority (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder. In case of fraudulent presentation of any document, the bidder may be debarred/blacklisted for a certain period as may be decided by the competent authority of Odisha Police.

## **8. Award of Contract**

### **8.1 Notification of Award**

Authority will notify the successful Bidder through e-mail and letter.

The bidder with lowest overall financial quote as per section 7.4.2 shall be invited for negotiations for awarding the contract.

### **8.2 Signing of Contract**

After the notification of award, the Authority will issue Work Order (WO)/Letter of Award (LOA). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the WO/LOA, the Bidder shall sign and return a duplicate copy of the Work Order to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy



along with a Performance Bank Guarantee within 7 working days from the date of issuance of WO/LOA.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder. The Master Service Agreement is provided in the tender document.

### **8.3 Performance Guarantee (PG)**

Within seven (7) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Guarantee (PG) / Demand Draft / FDR to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 17 , payable on demand, for the due performance and fulfillment of the contract by the successful bidder.

This Performance Bank Guarantee / Demand Draft / FDR shall be for an amount equivalent to **5%** of annual contract value. The said PG or equal amount of PG or PG amount as applicable should be submitted with same terms and condition to Odisha Police prior to 2 weeks of expiry of PBG validity on yearly basis, in case of any failure the submitted PBG may be forfeited by Odisha Police. PBG / Demand Draft / FDR shall be invoked / forfeiture by Authority, in the event on non compliance of contract condition such as :-

- a. fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- c. Misrepresents facts/information submitted to Authority.

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the Successful bidder under the contract. However, no interest shall be payable on the performance bank guarantee / Demand Draft / FDR.

In the event of the Successful Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG / Demand Draft / FDR. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG / Demand Draft / FDR shall be payable to Authority as compensation for any loss resulting from the Successful bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the successful bidder is in default. Authority shall also be entitled to make recoveries from the successful bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP, the performance bank guarantee shall be accordingly extended by the successful Bidder till completion of scope of work as mentioned in RFP

The successful bidder shall maintain a valid and binding Performance Guarantee for a period of two months after the expiry of the Contract Period (“Validity Period”).

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the successful Bidder.

## **8.4 Operational Services**

Successful Bidder shall provide complete operational services for the Emergency Response Vehicles (ERVs) outlined in this RFP for the entire period of 3 years and extendable for another 2 years.

Successful Bidder need to ensure that at any given time during the contract period all the ERVs as mandated in the agreement is made available 24×7.

## **8.5 Failure to agree with the Terms & Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids.

In such a case, Authority shall invoke the PBG and/or forfeit the EMD.

**Template for Pre-Bid Queries**

Bidder shall submit all pre-bid queries in excel in the following format.

<b>Request for Clarification</b>			
Name and Address of the Organization submitting request			
Name and Position of Person submitting request			
Contact Details of the Organization / Authorized Representative			
Tel: Mobile: Fax: Email:			
<b>No</b>	<b>RFP Document Reference, Section No., Page No.)</b>	<b>Content of the RFP requiring clarification</b>	<b>Clarification Sought</b>
1			

## Formats for Submission of the Pre-Qualification Bid

### 1. Pre-qualification bid checklist

Sl No	Compliance Criteria	Documentary Evidence	Compliance (Yes or No)	Page No. and Section No. in bid
1.	Earnest Money Deposit	Demand Draft or Bank Guarantee		
2.	Pre-Qualification Covering letter	Covering Letter		
3.	The Bidder must be a registered company in India, registered under the Companies Act 1956 and subsequent amendments thereto. The Bidder should be operating in India for the last five years as on <b>31.03.2021</b>	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> </ul>		
4.	The Bidder should have a valid GST number registered in Odisha and income tax registration (PAN).	<ul style="list-style-type: none"> <li>• Copy of PAN Card</li> <li>• Copy of GST registration</li> <li>• Last applicable return copy in case of out of odisha GST registration, the bidder should submit a declaration to get registered in odisha before signing of the contract in case the bidder gets selected.</li> </ul>		
5.	The average Annual Turnover of the Bidder, during last 3 financial years (FY 2017-18, 2018-19, 2019-20 or FY 2018-19, 2019-20, 2020-21) should be INR 25 crore or more	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor/Chartered Accountant</li> <li>• Balance sheet for the respective years</li> </ul>		

6.	The net-worth of the Bidder should be Rs.15 Crore or more as on last return file year for FY 2019-20 or 2020-21).	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor/Chartered Accountant stating the net worth as on 31.3.2021 or 31.03.2020</li> <li>• Profit and Loss Statement of the respective year</li> </ul>		
7.	The bidder should be operating at least fleet of 100 vehicles for police or health or any other Govt. Project in India in a single project and for more that 2 years.	<ul style="list-style-type: none"> <li>• Copy of work order/Contract/agreement detailing Scope &amp; number of vehicles</li> <li>• Satisfactory performance certificate from same client</li> </ul>		
8.	The Bidder should not have been blacklisted / debarred by Central Government / State Government in India as on the date of bid submission.	Self-declaration by the Bidder (as per Annexure5, duly signed by the authorized signatory.		
9.	The bidder should have an operational office in the State of Odisha or must establish an office within 15 day of awarding of the contract.	Documentary evidence or declaration to open an office		

**Pre-Qualification Bid Covering Letter**

<<To be printed on bidder company’s letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,

XX

Subject: RFP for Selection of Agency for Fleet Management of Dial 112 Emergency Response System

Reference: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the *RFP for Selection of Agency for Fleet Management of Dial 112 Emergency Response System*. We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Odisha Police, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead Odisha Police in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours sincerely,

(Signature of the Authorized Signatory of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**Company profile****A. Brief company profile (required for Bidder)**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Description or details</b>
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation/Registration date and number	
6.	GST number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Tender Fee and EMD details	



## Annexure 5

### Declaration of Non-Blacklisting

<<To be submitted on requisite stamp paper and duly notarized , To be submitted by bidder >>

Date: dd/mm/yyyy

To,

XX

Sir,

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for “RFP Selection of Agency for Fleet Management of Dial 112 Emergency Response System”, as an owner/ partner/ Director of \_\_\_\_\_, I/ We hereby declare that as on date \_\_\_\_\_ (bid submission date) presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**No Deviation Certificate**

*(To be provided on the Company letter head)*

Place

Date

To,

XX

Sir,

Subject: Self Declaration of No Deviation in response to the “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System*”.

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**Total Responsibility Certificate**

*(To be provided on the Company letter head)*

Place

Date

To,

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Sir,

Subject: Self Declaration of Total Responsibility in response to the “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System*”,

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned **in all the RFP.**

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## Formats for Submission of the Technical Bid

### Technical Bid Check-List

Sl No	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposed solution		
5	Project plan and manpower plan		
6	Proposed CVs		
7	Compliance to Requirement		
8	Anti-Collusion certificate		
9	Non-disclosure agreement		
10	Undertaking on Exit Management and Transition		

**Technical Bid Covering Letter**

Date: dd/mm/yyyy

To,

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Sir,

Subject: “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System*”,

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder, having read and examined in detail all the bidding documents in respect of “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System*”, do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 18.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by Authority.

Thanking you,

Yours sincerely,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

## Annexure 10

### Credential Summary

Sl No	Project Name	Client Name	Client Type	Project Value (in Indian Rupees)	Project Components	Documentary evidence Provided (Yes or No)	Project Status (Completed Or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- Client type – Indicate whether the client is Government or PSU
- Project Components – Indicate the major project components like Fleet management etc.
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

**Bidder’s Experience - Client Citations**

Bidder is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client’s Name and Complete Address	
Narrative description of project	
Contract Value for the bidder (in Indian Rupees)	
Date of Start	
Date of Completion	
Activities undertaken by Bidder	
Copy of Work Order or Purchase Order (PO)	
Copy of Contract/Agreement	
Client Certificate	



## Annexure 12

### Curriculum Vitae (CV) of Proposed Resources for Evaluation

	Name of the Staff																					
	Current Designation in the Organization																					
	Proposed Role in the Project																					
	Proposed Responsibilities in the Project																					
	Date of Birth																					
	Education	<ul style="list-style-type: none"> <li>▪ Degree / Diploma, College, University, Year of Passing</li> <li>▪ Degree / Diploma, College, University, Year of Passing</li> </ul>																				
	Summary of Key Training and Certifications																					
	Language Proficiency	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Language</th> <th style="width: 25%;">Reading</th> <th style="width: 25%;">Writing</th> <th style="width: 25%;">Speaking</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			Language	Reading	Writing	Speaking														
Language	Reading	Writing	Speaking																			
	Employment Record (For the total relevant experience)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td style="width: 40%;">From / To:</td><td> </td></tr> <tr><td>Employer:</td><td> </td></tr> <tr><td>Position Held:</td><td> </td></tr> <tr><td>From / To:</td><td> </td></tr> <tr><td>Employer:</td><td> </td></tr> <tr><td>Position Held:</td><td> </td></tr> <tr><td>From / To:</td><td> </td></tr> <tr><td>Employer:</td><td> </td></tr> <tr><td>Position Held:</td><td> </td></tr> </tbody> </table>			From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:	
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Position Held:																						
From / To:																						
Employer:																						
Position Held:																						
	Total No. of Years of Work Experience																					
	Total No. of Years of Experience for the Role proposed																					

Highlights of relevant assignments handled and significant accomplishments (Use following format for each project) – Please mention all assignments that are relevant for marking of profiles.

<b>Name of assignment or project:</b>	
<b>Year:</b>	
<b>Location:</b>	
<b>Client:</b>	
<b>Main project features:</b>	
<b>Positions held:</b>	
<b>Activities performed:</b>	

<b>Name of assignment or project:</b>	
<b>Year:</b>	
<b>Location:</b>	
<b>Client:</b>	
<b>Main project features:</b>	
<b>Positions held:</b>	
<b>Activities performed:</b>	

Expert's contact information:  
 e-mail:  
 phone:

Certification:  
 I, the undersigned, certify that to the best of my knowledge and belief that

- This CV correctly describes my qualifications and my experience
- I was not part of the team who wrote the Scope of Work for this RFP.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Name  
 Signature:  
 Date:

**Anti-Collusion Certificate**

*[Certificate should be provided by Bidder and on letter head]*

Date:  
dd/mm/yyyy

To,

XXXXXXXXXXXXXXXXXX

Sir,

Subject: Anti-Collusion Certificate in response to the “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System*”,

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

We hereby certify and confirm that in the preparation and submission of our Bid for Request for “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System*”, against the RFP issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address

### Formats for Submission of the Commercial Bid

#### General Instructions

- i. Bidder should provide all prices as per the prescribed format under this Annexure.
- ii. All the prices are to be entered in Indian Rupees ONLY
- iii. Prices indicated in the schedules shall be inclusive of all Goods and Services Tax or any other taxes and duties, if applicable.
- iv. Odisha Police, reserves the right to ask the Bidder to submit proof of payment against any applicable taxes.
- v. Odisha Police, shall take into account Goods and Services Tax rates as per GST rule for the purpose of Evaluation
- vi. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, Odisha Police, retains the right to negotiate this rate for future requirement
- vii. For the purpose of evaluation of Commercial Bids, Odisha Police shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- viii. Odisha Police also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to Odisha Police.
- ix. Bidder should refer the RFP for details on the functional and technical requirements of the system and the benchmark specifications for the items mentioned in the Commercial formats.
- x. Bidders may add, delete items and increase, decrease quantities of items based on the solution proposed to fully comply with the RFP requirements. However, if any item is deleted or any quantity is reduced, then justification for doing so needs to be provided in the 'Remarks Column' of the table.
- xi. Any cell in the price format if left blank shall be read as ZERO.

**Price Bid Covering Letter**

To:

<Location, Date>

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Subject:** Submission of the response to the RFP No <> dated <>

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **Selection of Agency for Fleet Management of Dial 112 Emergency Response System** do hereby propose to provide services as specified in the Tender documents number **XXXXXXXXXX Dated XX/XX/XXXX**

**1. PRICE AND VALIDITY**

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents entirety . All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the RFP formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

**2. UNIT RATES**

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

**3. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the RFP documents and there are no deviations, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

**4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

## **5. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the RFP documents. These prices are indicated in the subsequent sub-sections of this Section.

## **6. MINIMUM WAGES**

We declare that we shall pay each individual deployed on this project, at least the Minimum Wages defined by the state of Odisha or any amendments that may come in future and abide by all statutory requirements such as PF, ESI, Insurance etc. as applicable but not limited to.

## **7. CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee / Demand Draft / FDR in the form prescribed in the RFP.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal.

Date:

Place:

Business Address:

Note: This letter to be submitted by bidder.

## Annexure 16

### Price Summary

Financial Break Up

Sl. No,	Heads of expenditure	Unit Rate (exclusive of GST and inclusive of any other applicable taxes) - A	Applicable GST on A - B	Total unit - C	Total Cost – D = (A+B)*C
1	Per ERV per month fixed cost for 24*7 operation (Vehicle cost, insurance break off, Admin cost, RTO cost, consumables, Communications, GPS (mobile), branding, salary of driver as per law etc. with appropriate backup/buffer for uninterrupted services)			106	
2	Per ERV Fuel Cost for 3000 KMs		NA	106	
3	Per ERV Repair & Maintenance Cost for 3000 KMs.			106	
Total (Sum of total cost of item Sl. No. 1 to 3)					
Total in Words -					

Note:

1. ERV hiring cost for a month should be inclusive of all items and/or services as mentioned in this tender other than fuel and maintenance cost of the ERV for per month 3000 KMs of running with 24\*7 operation.
2. ERVs are considered to be running for 3000 kms per vehicle per month and in total i.e. 3000 Km x 106 vehicle = 3,18,000 KMs per month for all vehicle. ERV's running below/beyond 318000 KMs will be calculated as below:  
If the total KMs running in a month is less than 318000 KMs, then it will carry forward to the next month and so on.

In case of more than considered KMs in a month, i.e. beyond 318000 KMs in total or as per actual ERVs deployed, additional payment will be made as per the following two calculation criteria given below whichever is lower :-

The additional payment of such KMs will be made by taking average per KM cost of Fuel and Repair & Maintenance price, by calculating from the above price bid

OR

The additional payment shall be calculated on monthly package cost divided by considered KMs in monthly package multiplied by factor 0.3 for the additional kilometers running.

Example :- If vehicle running 100 Kms extra, then calculation shall be as follows :-

Rate quoted for monthly hiring

----- x 0.3 x 100

Considered KMS in monthly  
Package ( i.e. 3000 Kms)

3. Maintenance cost for the vehicle should not exceed 5% of the capital expenditure.
4. Price Revision :- No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above (+ or-) 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula and payment shall be adjusted accordingly :

Increase or decrease in Petrol / Diesel during the month =

$$\frac{\text{Actual KMs run by the Vehicle} \times (\text{Revised rate per liter} - \text{Base rate per liter})}{\text{Average KM per liter of diesel or Petrol consumption (KMPL)}}$$

(Note :- The Base Rate of fuel is the prevailing rate on the date of submission of bids. The Average KMPL is to be assumed as explained in this tender. If there is decrease in Fuel price, formula will indicate negative figure which means the fuel charges would be deducted to that extent. Revised fuel rate for each month to be considered with the fuel rate at Cuttack on 1st calendar day of each month.)

5. Similarly, the average distance to be travelled by vehicles may be increased or decreased by Odisha Police based on the actual usage of vehicles and pro-rata adjustment in contract price shall be done.
6. The quoted per unit cost shall remain valid for the entire duration of the agreement and can be referred for additional change orders respectively.
7. Any change in upward or downward GST rate on the date of billing will be adjusted accordingly. Fuel price shall include of all taxes, no separate tax calculation will be done for fuel.



**Format for Performance Bank Guarantee**

**[On Appropriate Stamp Paper]**

PERFORMANCE GUARANTEE

Ref:

Bank Guarantee No:

Date:

To

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

1. Against contract vide Advance Acceptance of the Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ covering “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System -*” (hereinafter called the said 'contract') entered into between Odisha Police, (hereinafter called the Purchaser) and M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_(hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch \_\_\_\_\_) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at \_\_\_\_\_ and a branch office at \_\_\_\_\_ are holding in trust in favor of the Purchaser, an amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We (Name of the Bank /Branch) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_(Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us

.....(Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us .....(Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Odisha Police.

4. We undertake to pay to the Odisha Police any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

6. We .....(Name of the Bank / Branch) further agree that the Odisha Police shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, .....(Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Odisha Police to the said Bidder or for any forbearance and or omission on the part of the Odisha Police or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only).

ii). The Bank Guarantee shall be valid up to .....; and;

iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ##.....

iv) If Demand Draft submitted the same should be placed in favour of AIG of Police (Provisioning), Odisha, Cuttack.

Authorized Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address

## **Format of Earnest Money Deposit**

Date:  
dd/mm/yyyy

**To,**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at ..... or (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System*”.

KNOW ALL MEN by these presents that WE <<Name of Bank>> of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Odisha Police (hereinafter called "the Client") in the sum of Rs. 24,00,000 (Rupees Twenty four Lakh Only ) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----2021

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid
2. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:
  - a. withdraws his participation from the Proposal during the period of validity of Proposal document;
  - b. fails to extend the validity if required and as requested or
  - c. fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 60 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

**(Authorized Signatory of the Bank)**

### Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business or registered office at \_\_\_\_\_, are desirous of bidding for RFP No. <<>> dated <<DD-MM-YYYY>> “RFP for *Selection of Agency for Fleet Management of Dial 112 Emergency Response System*”. (hereinafter called the said 'RFP') to the “Odisha Police”, hereinafter referred to as ‘Authority’

And,

WHEREAS, the Bidder is aware and confirms that the Authority’s business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority’s grant to the Bidder of specific access to Authority’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. Confidential Information does not include information which:
  - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;
  - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d. the Bidder is required to disclose by order of a competent court or regulatory authority;

- e. Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.

6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(BIDDER)

Authorised Signatory

Office Seal:

Name:

Place:

Designation:

Date:

**Case Study Format**

Sr. No.	Item	Details
<b>General Information</b>		
1	Name of Project	
2	Owner of the project	
3	Owner's representative	
4	Name and contact details of the client	
5	Project location	
<b>Other Details</b>		
6	Description of the project	
7	Scope of services	
8	Other details	
9	Total cost of the project	
10	Total cost of the services provided by the respondent	
11	Duration of the project (no. of months, start date, completion date, current status)	



**Undertaking on Exit Management and Transition**

Tender Ref.

Date:

XX

Dear  
Sir,

Sub: Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with the Odisha Police, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the Odisha Police or to an agency identified by Odisha Police to the satisfaction of the Odisha Police. I/We further undertake to complete the following as part of the Exit management and transition:
  - a. We undertake to complete the updating of all Project documents and other artefacts and handover the same to Odisha Police before transition.
  - b. We undertake to design standard operating procedures, document and train Odisha Police personnel on the same.
  
2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from Odisha Police.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Seal :

Business Address:

**Master Service Agreement**

*(To be executed on requisite Non-Judicial Stamp Paper bought in*

*(Appendix - V)*

This AGREEMENT is entered into at Cuttack on the day of 2021 between “Odisha Police” (which term shall mean and include its Successors and permitted assigns)

AND

a company registered under the Companies Act, 1956 having its registered office at

here in after referred to as the “Successful Bidder” (which term shall mean and include its successors and permitted signs)

Whereas Odisha Police invited a RFP vide RFP Ref:\_\_\_ for selecting Service Provider for Fleet Management for ERSS Projects as per the Scope of Work clause prescribed in the RFP document.

Whereas Odisha Police and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions:

1. This Contract shall remain in force during the Contract period as per the Deliverables and Scope of work from the date of signing of this Contract. Odisha Police may renew/ extend the contract as mentioned in RFP for a further term based on mutual consent on the same terms and conditions stipulated herein or on such terms and conditions as may be agreed upon by the parties at that time.

2. The Successful Bidder agrees to deliver the services as per the scope of RFP within the stipulated period prescribed by Odisha Police at the cost arrived as per commercial bid. This cost is firm and not subject to enhancement.

3. The Service Provider any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to person or persons whomsoever without the prior written consent of Odisha Police

4. Neither Odisha Police nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond the reasonable control such as:-

a. Natural phenomena including but not limited to earthquakes, floods and epidemics.

b. Acts of any Government authority domestic or foreign including but not limited towards declared or undeclared.

c. Accidents or disruptions including, but not limited to fire and explosions.

5. The RFP document in relation with this RFP shall be deemed to form and be read and construed as part of this Contract. The RFP enclosures, the offer submitted by the Successful Bidder, the negotiated and finalized Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the RFP conditions furnished by the Successful Bidder.

#### 6. Liquidated Damages (LD)

1. The Bidder must strictly adhere to the implementation schedule, specified in the Work order / contract issued by Odisha Police to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable Odisha Police to resort to any or both of the following:

a) Claim liquidated damages as per the Service Level Agreement mentioned in RFP-Technical Bid for delay and the Maximum LD applicable is 10%. However, LD clause will not be applicable if the delay is beyond the control of vendor.

LD will be applicable @1% of total project value for each week of delay for first 2 weeks and then 2% of total project value for each week of delay from 3<sup>rd</sup> week to 6<sup>th</sup> Week with a maximum capping of 10% of the project value. Beyond which the project may be terminated and Odisha Police may go for other vendor to execute this project as per terms mentioned in the RFP.

b) In-case of the termination of the purchase order/ contract by Odisha Police due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.

2. In addition, Odisha Police reserves the right to award the work to any other party/ parties and the loss/ expenses incurred thereafter will be recovered from the Successful Bidder.

3. Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.

7. The RFP Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Work order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

8. Notwithstanding anything contained in the penalty clause, Odisha Police reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of Odisha Police for a minimum period of three years from the date of blacklisting for failure to carryout supply in time or according to the

quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in Odisha Police's RFPs.

#### 9. Payment Terms

a) There shall be no provision of advance payments. However payment will be made on a monthly basis after successful execution of work. Security Deposit / Performance Security shall be released only after 2 months from successful completion of contract

b) Any payment due to the successful bidder will be released within 30 (thirty) days from the date of receipt of bills along with acceptance from Odisha Police subject to submission of necessary supporting documents, evidences, reports, clarification etc.

c) The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder. The Taxes as applicable during the contract period as specified in the RFP will be paid by Odisha Police. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to Odisha Police. This will not be applicable for fuel expense.

d) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed to the respective statutory authorities. Odisha Police will not be responsible or liable for default on payment of taxes to the statutory authorities.

10. The Successful Bidder shall be liable and/or responsible for the compliance of all Statutory Provisions, especially those relating to User Laws in respect of this Contract.

11. Any notice from one party to the other given or required to be given here under shall be given by either:

a. Mailing the same by registered mail, postage prepaid, return receipt requested; or

b. Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

12. In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, Odisha Police reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.
13. In case of Political uncertainty, the project may not be implemented for a certain period.
14. Termination of Contract
  1. Termination for Default
    - a) Odisha Police may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part,(i) if the Successful Bidder fails to complete any or all of the works within the time period(s) specified in the Contract, or fails to complete the items of work as per the Completion Schedule or within any extension thereof granted by Odisha Police; or (ii)if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of Odisha Police, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
    - b) In the event of Odisha Police terminating the Contract in whole or in part, Odisha Police may procure, upon terms and in such manner as it deems appropriate, the services similar to those delivered and the Successful Bidder shall be liable to Odisha Police for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.
  2. Termination of Insolvency

Odisha Police may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accredited here after to Odisha Police.
  3. Termination of Convenience

Odisha Police may by written Notice, with a Notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Odisha Police convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.
15. Any notice to the successful Bidder shall be deemed to be sufficiently served, if given or left in writing at the last known place of abode or business.

16. Odisha Police reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance of the Successful Bidder.

17. The bidder once awarded the contract, shall not be exit / quit at least 2 years from the date of signing contract under any circumstances.

18. Arbitration and Jurisdiction

a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by Odisha Police.

b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by Odisha Police. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

c. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Cuttack and language will be English. Fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications or re- enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

d. Subject to above, the Courts in Cuttack alone shall have jurisdiction in this matter.

19. The conditions of RFP do form part of the Agreement.

In Witness whereof the parties here to have signed on the day, month and year above written in the presence of

<b>For and on behalf of Successful Bidder</b>	<b>For and on behalf of Odisha Police</b>
<b>Witness</b>	<b>Witness</b>
<b>Witness</b>	<b>Witness</b>