



**RFP
for
Selection of an Agency to Run a Pilot
Intervention Programme to Combat
Drug Menace in the city of
Bhubaneshwar**

(through e-tendering)

Bid document No: [•] dated [•]

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E-procurement notice

Bid document No.: [●] dated [●]

1	Work name	To Run a Pilot Intervention Programme to Combat Drug Menace in the city of Bhubaneshwar
2	Date of Publication of RFP on the website of MSTC	Date: 6-11-2021; Time: 10:00 AM
3	Last date & time to accept pre- bid queries through email (mail to: krushna.palei@odisha.gov.in dcphq2@nic.in)	Date: 12-11-2021; Time: 5:00 PM;
4	Pre-bid meeting	Date: 15-11-2021; Time: 11:00 AM; Venue: through Virtual Mode
5	Publication of Corrigendum to RFP (if any) on the website of MSTC / Police Commissionerate, Bhubaneshwar-Cuttack	Date: -17-11-2021 Time 5 PM
6	Bid Commencement date	19-11-2021 at 10:00 AM
7	Bid closing Date	Date: 8-12-2021; Time: 5:00 PM
8	Opening of Techno-Commercial Bid	Date: 9-12-2021 ; Time: 11:00 AM
9	Opening of Price Bid	To be informed to the Technically Qualified Bidders
10	Earnest Money Deposit (EMD)	There shall be no provision for earnest money deposit. However, the bidder will have to execute the bid security declaration in lieu of bid security with stipulation that if they withdraw, re- modify their bills during the period of validity, they will be suspended for 2 years.

Sd/-

Commissioner of Police
Bhubaneshwar, Govt of Odisha
(Tender Inviting Authority)

Police Commissionerate
Bhubaneshwar-Cuttack
Government of Odisha

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 6-11-2021; Time: 10:00 AM
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 6.11-2021; Time: 10:00 AM
3	Last date for sending queries to Police Commissioner, Bhubaneswar (mailto:krushna.palei@odisha.gov.in)	Date: 12-11-2021; Time: 5:00 PM;
4	Pre-bid meeting	Date: 15-11-2021; Time: 11:00 AM; Venue: through Virtual Mode
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: -17-11-2021 Time 5 PM
6	Bid Commencement date	Date: -19-11-2021, Time 10.00 AM
7	Bid closing date	Date: 8-12-2021; Time: 5:00 PM
8	Opening of Techno-Commercial Bid	Date: 9-12-2021 ; Time: 11:00 AM
9	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Agency to Run a Pilot Intervention Programme to Combat Drug Menace in the city of Bhubaneswar
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.mstcecommerce.com/eproc
5	Earnest Money Deposit (EMD)	There shall be no provision for earnest money deposit. However, the bidder will have to execute the bid security declaration in lieu of bid security with stipulation that if they withdraw, re- modify their bills during the period of validity, they will be suspended for 2 years.
6	Amount of Performance Security	3% of the Awarded Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 14
7	Nodal Officer	<p>1. Name: Krushna Palei (for operations queries) Phone No.: 9437787413 e-mail: krushna.palei@odisha.gov.in</p> <p>2. Name: Pradyumna Kumar Jena (for commercial queries) Phone No.: 0674-2532874 Email: dcphq2@nic.in</p>
8	Address	Police Commissionerate, Unit V, Bidyut Marg, Bhubaneswar Odisha – 751001
9	Bid document No.	[•] dated [•]

3. Scope of Services

3.1 The selected Service Provider shall provide the following services to Police Commissionerate, Bhubaneswar-Cuttack as per the below mentioned timeframe:

#	Item	Description
1	Name/ type of services	Agency to Run a Pilot Programme to Combat Drug Menace in the city of Bhubaneswar
2	Brief description	Run a Pilot Intervention Programme to Combat Drug Menace – 1. De Addiction and Rehabilitation 2. Prevention and Awareness
3	Contract period	4 (Four) Months
4	Location for providing the services	Deputy Commissioner of Police Office, Vani Vihar, Bhubaneswar

3.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 1.

4. General Terms and Conditions

4.1 Consortium

Consortium is not allowed.

4.2 Subcontracts

- 4.2.1 The Bidder has the option to sub-contract only the work related to deployment of manpower for monitoring and support. However, responsibility of execution of the project is solely of the Agency and penalty would be imposed upon the Agency for any deviation.
- 4.2.2 The Bidder shall notify Police Commissionerate, Bhubaneswar-Cuttack in writing of all subcontracts awarded under the Contract Agreement. Such notification shall not relieve the Bidder from any liability or obligation under the Agreement.

4.3 Amendment of RFP Document

- 4.3.1 A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by Police Commissionerate, Bhubaneswar-Cuttack.
- 4.3.2 Before closing of the Tender, clarifications, and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Police Commissionerate, Bhubaneswar-Cuttack will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- 4.3.3 No clarifications would be offered by Police Commissionerate, Bhubaneswar-Cuttack within 48 hours prior to the due date and time for submitting the Tender.
- 4.3.4 Before the closing of the Tender, Police Commissionerate, Bhubaneswar-Cuttack may amend the Tender document as per requirements or wherever feels that such amendments are necessary.
- 4.3.5 Amendments also may be given in response to the queries by the prospective Bidder. Such amendments will be notified in the websites mentioned in the tender schedule.
- 4.3.6 Police Commissionerate, Bhubaneswar-Cuttack at its discretion may or may not extend the due date and time for the submission of bids on MSTC on account of amendments.
- 4.3.7 Police Commissionerate, Bhubaneswar-Cuttack is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid document, so changes announced through the website.
- 4.3.8 A prospective Bidder requiring any clarification in the RFP may contact by E-mail krushna.palei@odisha.gov.in
- 4.3.9 Responses to clarifications will be notified in websites by means of Corrigendum to Tender Document.

4.4 **Authentication of Bid**

The "Bidder" as used in the RFP shall mean the one who has signed the Bid document forms. The Bidder may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder shall submit an Authorization Certificate. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative or the Principal.

4.5 **Proposal Preparation Costs**

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Police Commissionerate, Bhubaneswar-Cuttack to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process.

4.6 **Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Police Commissionerate, Bhubaneswar-Cuttack, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

4.7 **Validation of interlineations in Bid**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be attested by the person or persons signing the bid.

4.8 **Bid Prices**

4.8.1 The Bidder shall indicate prices for various components as per formats prescribed in this tender document. Prices should be shown separately for each item as detailed in the Bill of Quotation. The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by Police Commissionerate, Bhubaneswar-Cuttack and will not in any way limit Police Commissionerate, Bhubaneswar-Cuttack right to negotiate on any of the terms offered.

4.8.2 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Police Commissionerate,

Bhubaneswar-Cuttack reserves the right to negotiate the prices quoted in the bid to affect downward modification.

- 4.8.3 The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the scope of work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by Police Commissionerate, Bhubaneswar-Cuttack. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.
- 4.8.4 The Contract price shall be the only payment, payable by Police Commissionerate, Bhubaneswar-Cuttack to the successful bidder for completion of the contractual obligations under the Contract, subject to the terms of payment specified in the contract. The price would be exclusive of GST as per the commercial bid format.
- 4.8.5 The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- 4.8.6 If the taxes quoted by the Agency are higher than the prevailing rates or during the operation and maintenance, if the tax rates are increased or decreased, AGENCY will be paid at the prevailing tax rates as applicable.
- 4.8.7 Prices in any form or by any reason should not be revealed by the bidder or their representatives before opening the Commercial Bid, failing which the offer shall be liable to be rejected.

4.9 **Bid Currencies**

Prices shall be quoted only in Indian Rupees (INR).

4.10 **Local Conditions**

- 4.10.1 It will be the responsibility of each Bidder to fully acquaint themselves with the local conditions and other relevant factors at the proposed sites which would have any effect of the performance of the contract and / or the cost. The Bidders are advised to visit the proposed locations (at its own cost) and due-diligence can be conducted before the pre bid meeting..
- 4.10.2 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- 4.10.3 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.
- 4.10.4 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by Police Commissionerate, Bhubaneswar-Cuttack and that neither any

change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Police Commissionerate, Bhubaneswar-Cuttack on account of failure of the Bidder to appraise themselves of local laws and site conditions.

4.11 Bid Security (Earnest Money Deposit)

- 4.11.1 In view of guidelines of Finance Department, Government of Odisha, there shall be no provision for earnest money deposit. However, the bidder will have to execute the bid security declaration in lieu of bid security.
- 4.11.2 Bid Security Declaration to be submitted by the bidder in the prescribed format as per Annexure 15
- 4.11.3 The bidder will be suspended for 2 years, if –
 - a. If a bidder withdraws its bid during the period of bid validity.
 - b. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - c. If found to have a record of poor performance such as having abandoned work, having been blacklisted, having inordinately delayed completion and having faced Commercial failures etc.
 - d. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct or other dishonest or other ethically improper activity, in relation to this RFP.
 - e. A Proposal contains deviations (except when provided in conformity with the RFP), conditional offers and partial offers.

4.12 Validity of Bids

All bids must be valid for 180 days from the last date of submission of bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws its proposal.

4.13 Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and be deemed as ineligible for consideration for evaluation if it fails to comply with the technical and other requirements as detailed in this RFP document along with subsequent amendments.

4.14 Contacting Police Commissionerate, Bhubaneswar-Cuttack

- a. No bidder shall contact Police Commissionerate, Bhubaneswar-Cuttack on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded until unless requested by Police Commissionerate, Bhubaneswar-Cuttack itself. If the Bidder

wishes to bring additional information to the notice of Police Commissionerate, Bhubaneswar-Cuttack, it should be done in writing.

b. Any effort by a Bidder to influence Police Commissionerate, Bhubaneswar-Cuttack in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidders bid.

Other Terms and Conditions

1. Duration of the contract

The Contract shall remain valid for a period of 4 months from the Date of signing of agreement and Police Commissionerate, Bhubaneswar-Cuttack shall extend the contract 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. The Agency shall extend the PBG accordingly, in case of a successful extension of Contract period. The SLAs shall prevail during the extension of the Contract as well.

2. Failure to abide by the Agreement

The conditions stipulated in the RFP and agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Police Commissionerate, Bhubaneswar-Cuttack with such penalties as specified in the RFP and the Agreement.

3. Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. The Police Commissionerate, Bhubaneswar-Cuttack will not take any responsibility towards this.

4. Arbitration

- i. 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 Police Commissionerate, Bhubaneswar-Cuttack.
- ii. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by Police Commissionerate, Bhubaneswar-Cuttack. 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.

- iii. 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 at Bhubaneswar, Odisha 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.
- iv. If any dispute, difference, questions or disagreement arises between the parties hereto or their respective representatives or assign the same shall be subject to jurisdiction of the Courts in Bhubaneswar.

5. Governing Language

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which the parties exchange, shall be written in same language.

6. Taxes & Duties

Bidder is liable for all taxes and duties etc. Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection by Police Commissionerate, Bhubaneswar-Cuttack or any Agency authorized by it during the terms of Contract until expiry of the performance guarantee.

7. Termination of Contract

Police Commissionerate, Bhubaneswar-Cuttack may terminate this Contract by giving the Agency a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a. In the event of an order of winding up passed by any High Court of India under Section 433 of the Companies Act, 1956.
- b. Where Police Commissionerate, Bhubaneswar-Cuttack is of the opinion that there has been such Event of Default on the part of the Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under the Contract.
- c. Where it comes to Police Commissionerate, Bhubaneswar-Cuttack attention that the AGENCY is in a position of actual conflict of interest with the interests of Police Commissionerate, Bhubaneswar-Cuttack, in relation to any of terms of the AGENCYs Bid, the RFP or the Contract
- d. Where the AGENCYs ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing

of any bankruptcy proceedings against the AGENCY, any failure by the AGENCY to pay any of its dues to its creditors, of any winding up proceedings against the AGENCY or the happening of any such events that are adverse to the commercial viability of the AGENCY. AGENCY shall in the event of an apprehension of bankruptcy immediately inform Police Commissionerate, Bhubaneswar-Cuttack about such a development. In the event of the happening of any events of the above nature, Police Commissionerate, Bhubaneswar-Cuttack shall reserve the right to take any steps as are necessary, to ensure effective transition of the project to a successor AGENCY, and to ensure business continuity.

- e. **Termination for Insolvency:** Police Commissionerate, Bhubaneswar-Cuttack may at any time terminate the Contract by giving written notice with a notice period of 7 days to the AGENCY, if the AGENCY becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the AGENCY, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Police Commissionerate, Bhubaneswar-Cuttack.
- f. **Termination for Convenience:** Police Commissionerate, Bhubaneswar-Cuttack may by written Notice, with a Notice period of seven days sent to the AGENCY, 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 Police Commissionerate, Bhubaneswar-Cuttack 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 AGENCY is not entitled to any compensation whatsoever.

8. Breach and Rectification

In the event that either Party believes that the other is in Material Breach of its obligations under this Contract, such aggrieved Party may terminate this Contract upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- a. Because time is the essence of the contract, in case, for reasons prima facie attributable to the Agency, there is a delay of more than 15 days in deployment of manpower by the Agency, Police Commissionerate, Bhubaneswar-Cuttack may terminate this Contract after affording a reasonable opportunity to the Partner to explain the circumstances leading to such a delay.
- b. In the event of breach of any other terms or conditions of this Contract by the Agency, Police Commissionerate, Bhubaneswar-Cuttack shall provide the Agency 15 days to rectify or remedy the breach. In the event, the Agency is unable to rectify or remedy the breach within the period, Police Commissionerate, Bhubaneswar-Cuttack shall be entitled to terminate this Contract and forfeit the Performance Bank Guarantee.
- c. Where a change of management of the Agency organization has occurred whereby the organization has merged, amalgamated, or been taken over, due to which the majority

shareholding of the Agency has been transferred to another entity, Police Commissionerate, Bhubaneswar-Cuttack can by 60 days written notice, terminate this Contract.

9. Consequences of Termination

- a. In the event of termination of this Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise] Police Commissionerate, Bhubaneswar-Cuttack shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Agency to take over the obligations of the erstwhile Agency in relation to the execution/continued execution of the scope of this Contract.
- b. In the event that the termination of this Contract is due to the expiry of the Term of this Contract / a decision not to grant any (further) extension by Police Commissionerate, Bhubaneswar-Cuttack, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any Event of Default on the part of the Agency, the Agency herein shall be obliged to provide all such assistance to the successor Agency or any other person as may be required and as Police Commissionerate, Bhubaneswar-Cuttack may specify including training, where the successor(s) is a representative/personnel of Police Commissionerate, Bhubaneswar-Cuttack to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. It is clarified that such assistance will be for services which are within the purview of Scope of Work and payment for such services, which are specified by Police Commissionerate, Bhubaneswar-Cuttack, will be made on the same terms as being done for such services by Police Commissionerate, Bhubaneswar-Cuttack as part of the Scope of Work.
- c. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Agency or due to the fact that the survival of the Agency as an independent corporate entity is threatened/has ceased, Police Commissionerate, Bhubaneswar-Cuttack shall pay the Agency for that part of the Services which have been authorized by Police Commissionerate, Bhubaneswar-Cuttack and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, Police Commissionerate, Bhubaneswar-Cuttack may retain such amounts from the payment due and payable by Police Commissionerate, Bhubaneswar-Cuttack to the Agency as may be required to offset any losses caused to Police Commissionerate, Bhubaneswar-Cuttack as a result of any act/omissions of the Agency. In case of any loss or damage due to default on the part of the Agency in performing any of its obligations

with regard to executing the scope of work under this Contract, the Agency shall compensate Police Commissionerate, Bhubaneswar-Cuttack for any such loss, damages or other costs, incurred by Police Commissionerate, Bhubaneswar-Cuttack. The due payment to Agency in such case shall be agreed mutually between Police Commissionerate, Bhubaneswar-Cuttack and Agency, failing which, through Arbitration. Additionally, the other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Agency as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by Police Commissionerate, Bhubaneswar-Cuttack and as may be proper and necessary to execute the scope of work under the Contract interim so the Agency Bid, the RFP and this Contract.

- d. Nothing herein shall restrict the right of Police Commissionerate, Bhubaneswar-Cuttack to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to Police Commissionerate, Bhubaneswar-Cuttack under law.
- e. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

10. Right of Monitoring, Inspection and Periodic Audit

Police Commissionerate, Bhubaneswar-Cuttack reserves the right to inspect and monitor/assess the performance of the Agency at any time during the course of the Contract, after providing due notice. Police Commissionerate, Bhubaneswar-Cuttack may demand and upon such demand being made Police Commissionerate, Bhubaneswar-Cuttack shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the project.

11. Suspension of Work

- a. The Agency shall, if ordered in writing by Police Commissionerate, Bhubaneswar-Cuttack's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Agency shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Agency.
- b. In the event that Police Commissionerate, Bhubaneswar-Cuttack suspends the progress of work for any reason not attributable to the Agency for a period in excess of 30 days in

aggregate, rendering the Agency to extend his performance guarantee then Police Commissionerate, Bhubaneswar-Cuttack shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Agency producing the requisite evidence from the bank concerned.

- c. In case the suspension of works is not consequent to any default or failure on the part of the Agency and lasts for a period of more than 2 months, the AGENCY shall have the option to request Police Commissionerate, Bhubaneswar-Cuttack to terminate the Contract with mutual consent.

12. Quality of Manpower

If the performance of any Agency personnel is not found satisfactory, Police Commissionerate, Bhubaneswar-Cuttack shall have the right to ask the bidder to change immediately the concerned personnel by giving 15 days notice. The Agency shall provide a replacement within this period.

13. Contract Amendments

- a. Police Commissionerate, Bhubaneswar-Cuttack may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- b. If any such change causes an increase or decrease in the cost of or the time required for the Agency's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the AGENCY for adjustment under this Clause must be asserted within thirty (30) days from the date of the Agency receipt of Police Commissionerate, Bhubaneswar-Cuttack.
- c. Change requests may be considered only up to 25% of the contract value for any increase in scope.

14. Limitation of Liability

- a. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract or to the theories of law, even if such party has been advised of the possibility of such damages.
- b. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the contract value provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.

15. Pre-existing Intellectual Property of Bidder and Third Party IPR

- a. Police Commissionerate, Bhubaneshwar-Cuttack acknowledges that in performing Services under this Agreement, Agency may use its proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Agency prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder.
- b. However, the IPR of any processes, systems, source code, algorithm, applications, information, documents, reports etc. developed/collected during the course of the project shall remain with the Police Commissionerate, Bhubaneshwar-Cuttack.

16. Payment Procedure

All invoices and bills will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation.

17. Force Majeure

- a. Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.
- b. The Party seeking to rely on Force Majeure shall promptly, within 7 days of the start of the Force Majeure event, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure. Those services/obligations which do not come under such claims of Force Majeure should continue to be fulfilled as per the contract agreement during this period.

18. Confidentiality

- a. The Agency shall not, without prior written consent from Police Commissionerate, Bhubaneshwar-Cuttack, disclose the Contract, or any provision thereof, or any specification, application design, plan, drawing, pattern, sample or information furnished by or on behalf of this contract in connection therewith, to any person other than a person employed by the Agency in the performance of the Contract. Disclosure to any such

employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- b. The Agency shall notify Police Commissionerate, Bhubaneswar-Cuttack promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of Police Commissionerate, Bhubaneswar-Cuttack.
- c. The obligations of confidentiality under this section shall be for life time i.e. even after the completion or termination of the contract.
- d. The Agency, its agent or its employee shall not remove any information which might have come to its custody during the discharge of its obligation under the contract through any means like, but not limited to, email, CD, DVD, Pen Drive, Hard Disk or printed form without the specific written permission of Police Commissionerate, Bhubaneswar-Cuttack.
- e. The Agency shall be liable to fully recompense Police Commissionerate, Bhubaneswar-Cuttack for any loss of revenue arising from breach of confidentiality. The Police Commissionerate, Bhubaneswar-Cuttack reserves the right to adopt legal proceedings, civil or criminal, against the Agency in relation to a dispute arising out of breach of obligation by the Agency under this clause.
- f. The Agency shall sign a Non-Disclosure Agreement (NDA) with Police Commissionerate, Bhubaneswar-Cuttack. The Agency and its antecedents shall be bound by the NDA. The Agency will be held responsible for any breach of the NDA by its antecedents or delegates.
- g. This restriction does not limit the right to use information
 - i. Becomes generally known to the public without violation of this Proposal.
 - ii. Is independently developed by the Agency without the use of such information and without the participation of individuals who have had access to such information.
 - iii. Is required to be provided under any law, or process of law duly executed.

19. Replacement of Personnel

The Agency shall strive to retain the personnel at the specified location during the period of agreement. Any employee intending to leave the Agency organization shall be required to give an advance notice of 15 days, within which time the Agency shall recruit and position a substitute with equivalent or higher qualifications and experience.

20. Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes prohibition of

- i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii. Any omission or misinterpretation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

- iii. Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- iv. Improper use of information provided by the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.
- v. Any financial or business transaction between the bidder and any official of the procuring entity related to tender or execution of process of contract; which can affect the decision of the procuring entity directly or indirectly.
- vi. Any coercion or threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;

a. Disclosure of conflict in interest: Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violation, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

5. Eligibility Criteria

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

Clause	Eligibility Conditions	Documentary Proof
5.1	<p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be either of the following:</p> <p>i) Three similar completed Services of value not less than INR 12 Lakh each OR</p> <p>ii) Two similar completed Services of value not less than INR 15 Lakh each OR</p> <p>iii) Single similar completed Service of value not less than INR 24 Lakhs</p> <p>Note: “Similar completed Services” shall mean that the Bidder should have successfully conducted end-to-end public welfare community projects improving the livelihood in the society</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services</p> <p>In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers</p>
5.2	<p>Bidder should be registered in India as a not-for-profit Company / Firm / Society under Company’s Act 1956 or Society’s Registration Act 1860 and should have been in operation for a period of at least 5 years as of 31st March 2021 and shall be in operation for conducting community services or community projects</p>	<p>a) In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation, & PAN</p> <p>b) In case the Bidder is a Registered Partnership Company/Firm/Society, they should produce the copy of Registered Partnership Deed/Registration, & PAN</p> <p>b) Copy of 80 G and 12 A certificates</p>

5.3	i. Bidder must have handled fund of at least Rs. 30 Lakhs in any of the last 3 Audited Financial years (2020- 21, 2019-20,2018-19 and 2017-18)	Audited copy of financial statements
5.4	The Bidder should have valid PAN	▪ Copy of PAN
5.5	The bidder should not have filed for bankruptcy during the last three years.	Self-Declaration
5.6	The bidder should not stand blacklisted by any Central/ State Government SSCs, organizations, agencies or Public Sector Units for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.	Self-Declaration

6. Bidding Process

6.1 Pre-bid conference

Police Commissionerate, Bhubaneswar-Cuttack shall organize a Pre-Bid Conference on the scheduled date and time as outlined in the RFP. Prospective bidders are free to raise or discuss their clarifications/queries during the meeting.

6.2 Clarification on Tender Document

A prospective Bidder requiring any clarification in the RFP may be sought by e-mail to krushna.palei@odisha.gov.in through online mode only. The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. The queries must be submitted in the following format only to be considered for clarification:

S. No.	Section No.	Clause No.	Reference/ Subject	Clarification Sought

The queries not adhering to the above-mentioned format shall not be responded to. Police Commissionerate, Bhubaneswar-Cuttack will respond to any request for clarification to queries on the Tender Document, received not later than the dates as indicated in the RFP.

All responses to clarifications received will be conveyed to all the prospective bidders by way of hosting addendum / corrigendum on portal www.mstcecommerce.com/eproc and no participant would be intimated individually about the response of Police Commissionerate, Bhubaneswar-Cuttack. Police Commissionerate, Bhubaneswar-Cuttack may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Conference or written clarification submitted by the bidders. The decision of Police Commissionerate, Bhubaneswar-Cuttack regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.

6.3 Submission of Bid on MSTC

Bid submission would take place on MSTC platform only (Refer Appendix- XIII). Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may

result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

6.4 **Technical Bid**

The first part relates to Technical Bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions as well as the statement of compliance consisting of the following.

- a. A Letter of Undertaking in company letter head
- b. This Technical Bid document and Errors if any shall be attested by the Bidder.
- c. Copy of supporting documents for Eligibility (5.1-5.7)

6.5 **Price Bid**

Second part relates to Price Bid which should be submitted in the Commercial Bid as given in the Tender.

- a. The rate quoted by the Bidder in the price Bid should be inclusive of Manpower, Software/App Customization, Training, Administration, Overheads, Travel, Lodging, Boarding, In-station & Outstation expenses, etc and any other cost involved in the successful implementation of Scope of Work mentioned and no other charges will be allowed by Police Commissionerate, Bhubaneswar-Cuttack other than the taxes.
- b. **Commercial Bid** should not contain any conditional offers or variation clause; otherwise the Bids will be summarily rejected.
- c. The Prices quoted shall be only in Indian Rupees (INR). The tender is liable for rejection if
 - i. **Commercial Bid** contains conditional offers.
- d. The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India. The Bidders should particularly take note of this factor before submitting the Bids.

Bid closing date and time

All the Bids must be submitted on MSTC not later than the date and time specified. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

6.6 **Police Commissionerate, Bhubaneswar-Cuttack's right to accept any Bid and to reject any or all Bids**

Police Commissionerate, Bhubaneswar-Cuttack reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for Police Commissionerate, Bhubaneswar-Cuttack action.

6.7 Bid Evaluation Process

An evaluation committee will be formed for evaluation of the bids by Police Commissionerate, Bhubaneswar-Cuttack. Decision of the committee would be final and binding upon all the Bidders. Commercial bid will be opened only for the bidders who score a minimum of 70 marks during the technical evaluation process. At the beginning of every stage of bid evaluation, the committee shall review the bid documents submitted to ascertain if they are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. Therefore, the bidders are required to submit the bid in specified format furnishing all the required information and supporting documents. Police Commissionerate, Bhubaneswar-Cuttack may waive any informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The purpose of this section is only to provide the bidders an idea of the evaluation process that Police Commissionerate, Bhubaneswar-Cuttack may adopt. However, Police Commissionerate, Bhubaneswar-Cuttack reserves the right to modify the evaluation process at any time during the bid evaluation process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

6.7.1 Pre-Qualification Bid Evaluation

- a. Bidders need to fulfill all the pre-qualification conditions mentioned and provide the pre-qualification response separately in the format provided in the RFP along with the specified documents enclosed as proof.
- b. Police Commissionerate, Bhubaneswar-Cuttack will examine the bids to determine whether they are complete, whether the bid format conforms to the Tender requirements, whether any computational errors have been made, whether required EMD declaration has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- c. In order to assist in the examination, evaluation and comparison of Bids, Police Commissionerate, Bhubaneswar-Cuttack may at its discretion ask the Bidders for clarifications regarding their Bid.

6.7.2 Technical Bid Qualification

The summary of the technical bid evaluation criteria and marks allotted for each criterion is given below. Technical Score of the bidder with less than 70% of the total marks might lead to technical disqualification and commercial proposal of such bidders will not be opened. Any commitment higher than that required as per RFP will fetch additional marks as specified in each criterion in technical evaluation.

Detailed evaluation criteria have been provided in the following sections

Sl. No.	Evaluation	Marks
1.	Organizational Credentials	30
2.	Relevant Past Experience	30
3.	Technical Presentation	40
4.	Total Marks	100
5.	Minimum marks for qualification	70

Note :

- a) The judgment of the Evaluation committee shall be deemed final and cannot be questioned upon by the bidders.
- b) Any claim by the bidder without any proper documentation will be deemed as invalid by the Evaluation committee.
- c) Any higher commitment provided by the bidder shall serve as the benchmark for the duration of the contract.
- d) A bidder can be rejected if any non-compliance (without any proper substantiation) to the minimum requirements mentioned in the RFP is noticed by the committee.

Sl. No	Criteria/Sub Criteria	Marking System	Maximum Marks	Supporting documentary Evidence
A	Organizational Credentials		30	
1	Fund Handled for last three financial years 2020-21, 2019-20, 2018-19 and 2017-18	If Fund handled for last 3 years INR 30 Lakhs=10 Marks; Each additional turnover of 5 Lakhs awarded 2 mark up to maximum 20 marks.	20	Certificate from Statutory Auditor/Audited balance sheet by certified Auditor /C.A. Certificate

2	Award by UN agency or any award by state or central governemnt		5	Copy of Certificate
3	Office in Odisha	<ul style="list-style-type: none"> If yes, then 5 marks 	5	Copy registration certificate
B	Relevant Past Experience		30	
2	Projects in the process oriented community centred approach of more than 12 lakhs	3 projects minimum for 12 marks, 5 marks per extra project up to maximum 20 marks	20	
3	Projects in the process oriented community centred approach in the state of Odisha	5 marks per project in the state of Odisha up to maximum 10 marks	10	
C	Presentation / Demonstration / Illustration		40	
4	Approach & Methodology a. Understanding of Project requirement b. Identified project risk & Mitigation c. Customized Approach & Methodology based local State conditions d. Detailed Work Plan e. Profile of the proposed manpower	Presentation (8 marks each for each criteria)	40	
	Technical Marks		100	

6.7.3 Evaluation of Commercial bids

Evaluation of Commercial bids (Quality and Cost Based Selection- QCBS)

The commercial bids will be opened only for the bidders who qualify in the technical bid evaluation. 70% weightage will be awarded to Technical Evaluation and 30% weightage will be awarded to Financial Evaluation. Technical Bid will be assigned a Technical Score (T) out of maximum 100 as per scoring model provided earlier. Financial Score will be calculated as (F)= (Price bid of L1/Price bid of bidder) x 100 (rounded off to two decimal places)

Composite Score (C) = T*0.7 + F*0.3

Bidder having the highest Composite Score (C) will be awarded the contract

Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between words and figures, the amount in words will prevail"

6.7.4 Disqualification

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

- a. Bid not submitted in accordance with the procedure and formats prescribed in this document as per given Appendices will be treated as non-conforming proposal.
- b. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
- c. The bidder qualifies the Bid with his own conditions.
- d. Bid is received in incomplete form.
- e. Any non-compliance to the RFP requirements is found in the bid.
- f. Bid is not accompanied by all the requisite documents.
- g. If Bidder provides quotation only for a part of the project.
- h. 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.
- i. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- j. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- k. Failure to furnish proofs for information provided.
- l. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- m. Bidders not complying with the terms and conditions as stated in the RFP Documents.
- n. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- o. If the bid does not conform to the timelines indicated in the bid.
- p. Commercial proposal is enclosed with the technical or pre-qualification proposal.

- q. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- r. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- s. Bidder fails to deposit the Performance Bank Guarantee (PBG).
- t. If it is found that the bidder stands blacklisted by any Central / State Government, organization, Agency or Public Sector Unit for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.

6.7.5 Award of Contract

a. Award Criteria

Police Commissionerate, Bhubaneswar-Cuttack will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive, meets all the evaluation criteria requirements and has the highest Composite Score.

b. Notification of Award

- i. Prior to the expiration of the period of bid validity, Police Commissionerate, Bhubaneswar-Cuttack will notify the successful Bidder that its bid has been accepted.
- ii. The notification of award will constitute the formation of Letter of Intent.

c. Signing of Contract

- i. At the same time as Police Commissionerate, Bhubaneswar-Cuttack notifies the successful Bidder that its bid has been accepted, Police Commissionerate, Bhubaneswar-Cuttack will send the Bidder the Contract Form, incorporating all agreements between the parties.
- ii. Within 7 days of letter of award of contract, the successful Bidder shall sign and date the Contract agreement and return it to Police Commissionerate, Bhubaneswar-Cuttack.
- iii. The main terms and conditions of the contract are outlined in Section 9– Contract terms and conditions.

d. Performance Bank Guarantee

- i. Within 7 days of letter of award of contract, the successful Bidder shall furnish the performance bank guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Bond prescribed in the RFP.

- ii. This Performance Bank Guarantee will be equal to 3% of the awarded contract value in the form of bank guarantee which shall be submitted by the successful bidder for signing the contract.
- iii. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
- iv. Upon the successful Bidder furnishing of Performance bank guarantee, Police Commissionerate, Bhubaneswar-Cuttack will promptly notify each unsuccessful Bidder and will discharge its bid security.
- v. Failure of the successful Bidder to provide the performance bank guarantee within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD DECLARATION.
- vi. The performance bank guarantee shall be valid till 60 days post completion of the contract period.
- vii. The performance bank guarantee may be discharged/ returned after the above-mentioned period by Police Commissionerate, Bhubaneswar-Cuttack upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- viii. Police Commissionerate, Bhubaneswar-Cuttack shall notify the bidder in writing of the exercise of its right to receive any compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 15 days of the notice date. Police Commissionerate, Bhubaneswar-Cuttack decision in this respect will be final.
- ix. Police Commissionerate, Bhubaneswar-Cuttack shall also be entitled to make recoveries from the 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.
- x. In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons attributable to the AGENCY, the performance bank guarantee shall be accordingly extended by the AGENCY for the duration equivalent to the delays caused in the project.

e. Failure to agree with the Terms & Conditions of the RFP

Failure of the successful Bidder to comply with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Police Commissionerate, Bhubaneswar-Cuttack may award the Contract to the next best evaluated Bidder or call for new bids.

f. Costs till successful completion

Any costs associated by the bidder from the receipt of Contract till the successful implementation of software and maintenance phase shall be borne by the bidder and no additional costs shall be paid by Police Commissionerate, Bhubaneswar-Cuttack.

7. Additional Information on E-tendering process

Online Submission of Techno-Commercial Bid and the Price Bid

The e-tender will be on two bid system i.e. Techno-commercial Bid & Price Bid. The bidder shall submit the e-tender in two parts i.e. Part –I and Part – II.

Part–I is Techno-commercial Bid and Part - II shall be only Price Bid. Both the bids (Techno Commercial & Price Bid) shall be uploaded in the portal of MSTC (mstc e commerce link www.mstcecommerce.com/eproc).

- (i) The detail e-tender documents will be made available in MSTC web-site:www.mstcecommerce.com/eproc
- (ii) The e-tender documents for the above work duly filled in along with the specified EMD should be submitted by the bidder online before the closing date and time in the MSTC e-commerce link www.mstcecommerce.com/eproc. The date of opening of price bid of the qualified in technical bidding will be intimated to the bidder's latter. The intending bidder should visit the site before quoting the rate.
- (iii) The entire information in the e-tender schedule including the price bid shall be followed as per the online instructions.
- (iv) In case of any technical difficulties or bidding process or registration, bidders are requested to contact M/s. MSTC as per the clause no C (Contact Person from MSTC) of annexure-G.
- (v) The Office of the Commissioner of Police, Odisha, Bhubaneswar reserves the right to accept or reject in full or part of any or all e- tender without assigning any reason whatsoever.

A. MSTC Transaction fees :

- (vi) MSTC shall collect non-refundable transaction fees @ 0.03% of the estimated value of Supply/ Works/Services per event from all the participating vendors subject to maximum of Rs. 10,000/- per event per vendor. GST to be paid extra as applicable on the transaction fees by the vendors through e-payment link.
- (vii) The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
- (viii) The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment,

the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

- (ix) A vendor will not have the access to online e-tender without making the payment towards transaction fee.
- (x) Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- (xi) Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- (xii) E-tender cannot be accessed after the due date and time mentioned in NIT.

B. Instructions on E-tendering on MSTC Website

- (xiii) The entire process shall be held on the website of MSTC (www.mstcecommerce.com/eproc).
- (xiv) Bidders are requested to read these instructions and terms and conditions before submitting their Bids.

C. Contact Persons from MSTC

Sl. No.	Name of Contact Person	e-Mail ID	Land Line No.	Mobile No.
1	TDMV Satya Sai	tsatyasai@mstcindia.co.in	0674-2950091	9441487624
2.	Keshav Arora	karora@mstcindia.co.in	0674-2950091	9830430434
3.	Ramavath Mahesh	rmahesh@mstcindia.co.in	0674-2544199	8801281004

D. Configuration

- a. The Bidder may note that the following configurations will be required to be undertaken in their Internet Explorer browsers for smooth functioning of the website and the e-auction portal.
- b. The system requirements are as follows:
 - i. Operating System- Windows XP Service Pack 3 or above
 - ii. Web Browser- IE 7 and above
 - iii. Active-X Controls Should be enabled as follows:
Tools =>Internet Options =>Security =>Custom Level =>Enable all Active-X Controls =>Disable "Use Pop-up Blocker"
 - iv. Java (JRE7 and above)

- c. To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied:
 - i). Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.
 - ii). Other Settings:
Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”
- d. For systems settings related video, bidders may watch video

<https://drive.google.com/drive/folders/1sMADqaghca2WACm1lo4laH7tEthlK72W>

E. Vendor Registration on MSTC portal:

- a. All intending Bidders are required to register their firms/ companies as vendors on website of MSTC (www.mstcecommerce.com/eproc). For online registration, the Bidder is required to click on the link „Register as Vendor“ provided on the above webpage. The Bidder needs to fill up the online form with appropriate details and submit. The Bidder should note that it is required to create its own user id and password during the process of filling up this form and no separate communication will be send for user id and password. The Bidder shall itself remain responsible for maintaining the secrecy of its user id and password.
- b. Upon successful submission of the online registration form, the Bidder shall receive an e-mail in its registered e-mail address confirming the registration.
- c. The Bidder can then login in the same website as mentioned above through the „Vendor Login“ section. The Bidder shall need a valid Digital Signature Certificate (DSC) along with user id and password to login. The DSC which shall be used during the first login shall get mapped with the user id and the same DSC shall have to be used for all subsequent logins and bidding. Hence the DSC should be in the name of the authorized signatory of the Bidder.
- d. A Bidder needs to register only once with the above website. The same registration can be used for bidding in various e-tender being processed in the above website.
- e. In case of any technical difficulties or bidding process or registration, bidders are requested to contact M/s. MSTC as per the clause no C (Contact Person from MSTC) of annexure-G tender schedule.

F. Submission of EMD:

- a. There shall be no provision for earnest money deposit. However, the bidder will have to execute the bid security declaration in lieu of bid security with stipulation that if they withdraw, re- modify their bills during the period of validity, they will be suspended for 2 years.

G. Digital Signature

- a. A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing & encryption type to be able to submit its Bid and to participate in the Reverse Auction on MSTC's website. For this purpose, Bidders shall be required to authorize its authorized signatory to procure a class III DSC of signing & Encryption type from any certifying authority or their authorized agencies in India.
- b. Bidders may kindly note that only one User ID will be mapped with a given DSC for the authorized signatory. DSC once mapped with a particular User ID of a Bidder will normally not be changed and therefore, the Bidders are advised to carefully select the DSC before forwarding the same to MSTC Limited for mapping. However, in case of un-avoidable circumstances where it is required to change the DSC mapping with a particular ID, it might be considered.
- c. The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder shall submit online.
- d. It will be the sole responsibility of the Bidder and its respective authorized signatory to maintain the secrecy of the password for the Digital Signature Certificate (DSC). The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain / representation in this regard shall be entertained at any stage by MSTC Limited / POLICE COMMISSIONERATE, BHUBANESHWAR-CUTTACK.

H. Online Submission of Techno-Commercial Bid and the Price Bid

Please refer to Vendor's guidelines available under "Download Guides" in vendor's dashboard.

I. Uploading Documents

Please refer to Vendor's guidelines available under "Download Guides" in vendor's dashboard

J. Deletion / Modification/ Withdrawal of Bid.

Please refer to Vendor's guidelines available under "Download Guides" in vendor's dashboard

Annexure 1: Special Conditions of Contract

1. General

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

2. Scope of work

The office of Commissionerate of Police, Bhubaneswar intends to select an Agency as Umbrella Agency to run a pilot intervention 4 months programme to tackle the menace of drug addiction and run preventive awareness campaigns in the city of Bhubaneswar. To make Bhubaneswar a society where individuals cut off from mainstream society by the vicious cycle of drug addiction are provided with the opportunity to recover and regain the courage and capacity to gain practical skills which will be helpful in empowering them.

3. Terms of Reference

Around 1000-1500 youth living in slums in Bhubaneswar are addicted to drugs and. Most alarmingly, many youths are waiting to be addicted because of peer influence and their socio-economic status.

This is a vicious cycle as many past addiction victims are today's drug peddlers. This trend will continue if the addiction cycle is not checked, and tentacles and size of drug trade will continue to rise engulfing many young lives. To enable the needy, vulnerable, hurting and disconnected persons and specially youth in society to stay in touch with larger society, quit unbecoming addictions and divert their destinations to the job market and be productive citizens to live with dignity.

4. Detailed Scope of the Work

The pilot intervention will be for a period of 04 months. This would be led by a Project Director with minimum 10 years of experience in the related field.

4.1 Components of the Project

A. De-addiction for the Drug Addicts (Lever A)

- i. In this pilot intervention project 50 drug victims shall be identified.
- ii. The identified 50 people (drug addicts) who will be enrolled in the de-addiction Centre. These de-addiction Centre would be selected and appointed by the Agency.
- iii. The selected Agency shall be in close coordination with police and other agencies for identification of victims of drug addiction and subsequent mainstreaming in terms of skill development and economic empowerment.
- iv. Bhubaneswar City shall be divided into zones for identifying drug addiction victims and program intervention, the place of work shall be Urban Police District.
- v. The Selected Agency shall coordinate with de-addiction centers and counselors/psychiatrist for treatment of the victims.
- vi. Selected Agency shall coordinate with skill imparting agencies for identification of skill needs and imparting the same.
- vii. The Selected Agency shall coordinate with Financial Institutions and Municipality Authorities for rehabilitation of the addiction victims.
- viii. There will be an Independent Program Evaluation Unit to be constituted by Police Commissionerate BBSR-CTC for evaluating the effectiveness of interventions of each stage for each beneficiary.
- ix. The Selected Agency will co-ordinate all capacity building programs for stakeholders
- x. Nodal Agencies for implementation of the project shall be Commissionerate Police.
- xi. The Selected Agency will be responsible for overall co-ordination and management with its HR team and other professionals for following activities also:
 - a. Entrepreneurship Development program for Drug victims after de-addiction
 - b. Linking with Institutions for financial assistance and handholding
 - c. Provision of Tool Kit for various trades
 - d. One to One and Group sessions by expert counselors, psychiatrists, therapists and motivational speakers
 - e. Conduct Training and capacity building of project stakeholders

B. Preventive and Awareness Campaign (Lever B)

- i. The project shall have a component of preventive awareness and sensitization program.
- ii. Developing programmes for preventive education to control the incidence and spread information about the ill-effects of substance and drug abuse
- iii. Target Group: School and college students, public and private professional institutions and slum dwellers etc.

- iv. Large scale seminars/workshops should be organized to cater at least 1000 people in minimum four seminars in a month. Agency is free to choose to organize the seminar with qualified speakers having adequate subject knowledge.
- v. Through these forums, universities and colleges can mutually enrich their instruction, research and extension programs as they contribute to implementing the mission of the project to broaden the outreach of its initiatives
- vi. Updation of information and establishment of appropriate database and monitoring systems
- vii. Development of linkages, facilitating advocacy, and promoting networking arrangements in the field of substance demand reduction at local, regional, national and international levels

C. Outreach Activities (Lever C)

- i. The Agency will ensure proper visibility of the programme on various social media platforms including Twitter, Facebook etc. The social media campaign will be run for the entire duration of the programme i.e. 4 (four) months. There should be minimum of 10 tweets daily on Twitter and 5 posts on Facebook with appropriate tagging to ensure visibility.
- ii. The existing media houses (both Print and Electronic) would be roped in to extend their support specially in public awareness at regular interval through bringing out success stories, intervention highlights, community events and public perception, periodic advertisement, telecast on various roles played by cross sections of society and specially bringing in a sense confidence among all sections living in the city of Bhubaneswar towards a coordinated effort to address the issue and its impact.
- iii. The outreach activities should be led by someone who is experience in handling the social media, print and electronic media campaigns. Agency should have a **computerized Information Management System** for the recording and reporting of all operation. The accountability system includes the production of monthly activity progress reports, quarterly variance reports derived from monthly management accounts that show planned expenditure, actual expenditure, utilization levels and variances.

4.2 Stakeholders

- i. Umbrella Agency (Selected Agency)
- ii. Police Commissionerate, Bhubaneswar
- iii. University/ College Unions
- iv. Media

4.3 Terms of Payment

The payment shall be disbursed against the different levers and defined milestones. The payment will be approved by DCP headquarter, Bhubaneswar.

4.3.1 Deliverables of Lever A: De-Addiction and Rehabilitation

S No	Deliverable Milestone	Target	Payment
Month 1	<ul style="list-style-type: none"> - Identification of the participants (T0+5 day) - Enrolling the identified addicts into the de addiction centres - Profiling of the victims (T0+5 days) -Detailed plan for the trainings, counselling, sessions, etc. (T0+10 days) -Psychiatrist and counselling sessions of all the victims (this may continue to other months depending on the requirement) 	50 victims	15%
Month 2	<ul style="list-style-type: none"> - Psychiatrist and counselling sessions of all the victims (this may continue to other months depending on the requirement) - Identification of necessary treatment requirement of the victims (Medication and Meditation) 	50 victims	15%
Month 3	<ul style="list-style-type: none"> - Psychiatrist and counselling sessions of all the victims (this may continue to other months depending on the requirement) - Attaching 50 victims to a specific job according to the appropriate skill set - Necessary Vocational Training for all - Providing necessary toolkit to all 	50 victims	30%
Month 4	<ul style="list-style-type: none"> - Collaborating with other stakeholders for necessary financial assistance - Provide Seed Funding for the budding entrepreneur - Monitoring and Evaluation Mechanism 	50 victims	30%
	Submission of Final Report, Video, Presentation and Way Forward		10%

4.3.2. Deliverables of Lever B: Preventive and Awareness Campaign and Lever C: Outreach and Media

S No	Preventive and Awareness Programme (Lever B)	Outreach and Media (Lever C)
Month 1	<ul style="list-style-type: none"> - Calendar for the next 4 months of the seminar and talk shows to be conducted <p>Target:</p> <ul style="list-style-type: none"> - Minimum 1000 members participation in minimum 4 seminars in schools, colleges, institutions, community centres etc. 	<ul style="list-style-type: none"> - Design and launch anti- drug media campaign in the city <p>Target:</p> <ul style="list-style-type: none"> - Minimum 10 tweets in day - Minimum 10 posts on Facebook - Other necessary initiatives to be incorporated
Month 2	<p>Target:</p> <ul style="list-style-type: none"> -Minimum 1000 members participation in minimum 4 seminars in schools, colleges, institutions, community centres etc. 	<p>Target:</p> <ul style="list-style-type: none"> -Minimum 10 tweets in day - Minimum 10 posts on Facebook - Other necessary initiatives to be incorporated
Month 3	<p>Target:</p> <ul style="list-style-type: none"> - Minimum 1000 members participation in minimum 4 seminars in schools, colleges, institutions, community centres etc. 	<p>Target:</p> <ul style="list-style-type: none"> - Minimum 10 tweets in day - Minimum 10 posts on Facebook - Other necessary initiatives to be incorporated
Month 4	<p>Target:</p> <ul style="list-style-type: none"> - Minimum 1000 members participation in minimum 4 seminars in schools, colleges, institutions, community centres etc. 	<p>Target:</p> <ul style="list-style-type: none"> - Minimum 10 tweets in day - Minimum 10 posts on Facebook - Other necessary initiatives to be incorporated

Please Note:

- i. The payment of the Agency will be made depending upon the outcome achieved as specified in the payment schedule as pro-rata basis. The payment will be given proportionately to the target achieved, for eg: in first month if 25 victims are covered

then only 50 % of payment attributed to De-addiction center expense(includes counselling, training ,center expenses etc.) shall be disbursed.

- ii. On completion of the defined target under each Levers, subsequent percentage of payment shall be paid to the Agency as quoted in SI No. 1, 2 and 3 of the Annexure 10: Price Bid Format.

For Eg:, - if the Agency completes all the activities enumerated in clause 4.3.1 in the first month, the Agency will get 15% of the payment (price quoted in S No 1 of the Annexure 10: Price Bid Format.

- If the Agency has quoted conducted only 2 seminars (clause 4.3.2) instead of 4, the Agency will get 50% of the monthly price quoted in SI 2 of the Annexure 10: Price Bid Format.

However, if the Agency can complete the shortfall activities within the duration of the project the payment shall be disbursed to the Agency after deducting the appropriate penalty as defined in Clause 8 of Annexure 1: Special Conditions of Contract.

- iii. The payment % shall be against the time schedule to ensure the timely completion of the project.
- iv. MoU shall be signed by the Agency and the de-addiction centre to carry out the treatment of the victims. It would be the responsibility of the Agency to identify the credible de-addiction centre. The Agency should have similar arrangement with institutions/agency providing necessary skill/entrepreneurial training and subsequent financial facilitation. The Agency shall be responsible to take care of all the expense and accordingly quote in Annexure 10.
- v. The agency shall submit weekly and monthly activity/achievement report along with documents to the Operational Nodal Officer which shall be forwarded to DCP HQ for processing.
- vi. An independent Evaluation and Monitoring Committee shall be formed by the Commissioner of Police, Bhubaneswar-Cuttack to monitor and evaluate the deliverables and subsequently recommendation for the payment.

5. Manpower Deployed

It will be responsible of the Agency to deploy suitable manpower for the delivery of the project. The team shall be headed by a Project Director having an experience of 10 years in the related field. Qualified and experienced psychiatrist, psychologist, pharmacist, counselors, event organizers, media campaigners etc. required to ensure the smooth delivery of the project shall be deputed for this project.

A dedicated control centre at DCP Office, Bhubaneswar will be setup for this project. The personnel deputed to this project are expected to report to the control centre when required. The personnel deputed are expected to work 6 days in a week with Sunday/Gazetted Holidays off. However, in case of urgencies, the required personnel(s) are expected to work on off days as well.

6. Price Revision

No price revision: There shall be no price or rate revision throughout the contract period. In case of extension of the contract period, the terms & conditions and the price/ rate revision (if any) for the extended contract period shall be decided by Police Commissionerate, Bhubaneshwar in consultation with the Service Provider.

7. Taxes & Duties

7.1. Indirect Taxes

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of Police Commissionerate, Bhubaneshwar-Cuttack subject to submission of documentary evidence to the satisfaction of Police Commissionerate, Bhubaneshwar-Cuttack
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by Police Commissionerate, Bhubaneshwar-Cuttack on actuals and upon submission of documents evidencing such payment.

7.2. Direct Taxes

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

8. Liquidated Damages

- 8.1. The Bidder must strictly adhere to the implementation schedule, specified in the Work order / contract issued by Police Commissionerate, Bhubaneswar-Cuttack to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable Police Commissionerate, Bhubaneswar-Cuttack to resort to any or both of the following:
 - 8.1.1. 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 3rd week to 6th Week with a maximum capping of 10% of the project value. Beyond which the project may be terminated and Police Commissionerate, Bhubaneswar-Cuttack may go for other vendor to execute this project as per terms mentioned in the RFP.
 - 8.1.2. In-case of the termination of the purchase order/ contract by Police Commissionerate, Bhubaneswar-Cuttack due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.
- 8.2. In addition, Police Commissionerate, Bhubaneswar-Cuttack 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.
- 8.3. Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.
- 8.4. 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.
- 8.5. Notwithstanding anything contained in the penalty clause, Police Commissionerate, Bhubaneswar-Cuttack reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of Police Commissionerate, Bhubaneswar-Cuttack 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 Police Commissionerate, Bhubaneswar-Cuttack's RFPs.

Annexure 2: Master Service Agreement

(To be executed on Rs.100/- Non-Judicial Stamp Paper bought in.....)

This **AGREEMENT** is entered into at **Bhubaneswar** on the day of 2021 between “**Police Commissionerate, Bhubaneswar-Cuttack**” (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 Police Commissionerate, Bhubaneswar-Cuttack invited RFP vide RFP Ref: _____ for Agency to Run a Pilot Programme to Combat Drug Addiction to as per the Scope of Work clause prescribed in the RFP document.

Whereas Police Commissionerate, Bhubaneswar-Cuttack 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. Police Commissionerate, Bhubaneswar-Cuttack may renew/ extend the contract 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 indicated in RFP Scope of work Clause- 3 of this RFP within the stipulated period prescribed by Police Commissionerate, Bhubaneswar-Cuttack at the cost arrived as per commercial bid. This cost is firm and not subject to enhancement.
3. The Contractor 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 Police Commissionerate, Bhubaneswar-Cuttack.
4. Neither Police Commissionerate, Bhubaneswar-Cuttack 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)

- a. The Bidder must strictly adhere to the implementation schedule, specified in the purchase order / contract issued by Police Commissionerate, Bhubaneswar-Cuttack to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable Police Commissionerate, Bhubaneswar-Cuttack to resort to any or both of the following:
- b. 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 not due to issues related to the vendor.
- c. In-case of the termination of the purchase order/ contract by Police Commissionerate, Bhubaneswar-Cuttack due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.
- d. In addition, Police Commissionerate, Bhubaneswar-Cuttack 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.
- e. 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 purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

8. Notwithstanding anything contained in the penalty clause, Police Commissionerate, Bhubaneswar-Cuttack reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of Police Commissionerate, Bhubaneswar-Cuttack 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 Police Commissionerate, Bhubaneswar-Cuttack's RFPs.

9. Payment Terms

- a. There shall be no provision of advance payments. 100% payment shall be made after successful completion full recruitment process for each post. Security Deposit / Performance Security shall be released only after 6 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 Police Commissionerate, Bhubaneswar-Cuttack.
- c. The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder.
 - g. The Taxes as applicable during the contract period as specified in the RFP will be paid by Police Commissionerate, Bhubaneswar-Cuttack. In case, the Taxes have been reduced

retrospectively, the successful bidder shall be liable to return the same to Police Commissionerate, Bhubaneswar-Cuttack.

- 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. Police Commissionerate, Bhubaneswar-Cuttack 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, Police Commissionerate, Bhubaneswar-Cuttack reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.
 13. Termination of Contract
 - a. Termination for Default
 - i. Police Commissionerate, Bhubaneswar-Cuttack 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 Police Commissionerate, Bhubaneswar-Cuttack; 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 Police Commissionerate, Bhubaneswar-Cuttack, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
 - ii. In the event of Police Commissionerate, Bhubaneswar-Cuttack terminating the Contract in whole or in part, Police Commissionerate, Bhubaneswar-Cuttack 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 Police Commissionerate, Bhubaneswar-Cuttack for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.
 - b. Termination of Insolvency

Police Commissionerate, Bhubaneswar-Cuttack 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 accrete here after to Police Commissionerate, Bhubaneswar-Cuttack.

c. Termination of Convenience

Police Commissionerate, Bhubaneswar-Cuttack 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 Police Commissionerate, Bhubaneswar-Cuttack 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.

14. 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.

15. Police Commissionerate, Bhubaneswar-Cuttack 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.

16. 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 Police Commissionerate, Bhubaneswar-Cuttack.

b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by Police Commissionerate, Bhubaneswar-Cuttack. 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 Bhubaneswar 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 Bhubaneswar alone shall have jurisdiction in this matter.

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

For and on behalf of Successful Bidder	For and on behalf of Police Commissionerate, Bhubaneswar-Cuttack
Witness	Witness
Witness	Witness

Annexure 3: Letter of Undertaking

(To be submitted on letter head of the responding firm)

{Place}

{Date}

To,

Police Commissionerate Police

Unit V, Bidyut Marg, Bhubaneswar

Odisha – 751001

Subject: Select and Agency to Run a Pilot Programme to Combat Drug Addiction

Reference: Tender No :<RFP REFERENCE NUMBER>Dated <DD/MM/YYYY>

Sir,

I have read and examined in detail this Request For Proposal (RFP) document and I do hereby propose to provide the services as specified in the RFP, RFP document number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

The bidder will submit the bid declaration form as per Appendix -XII.

2. DEVIATIONS

We declare that all the services shall be performed strictly in the accordance with the tender document and no deviation from the tender document will be accepted:

3. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP, and as per the General Terms and Conditions of Contract of this RFP.

4. BID VAILIDITY PERIOD

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

5. Declaration: -

a. 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.

b. We understand that our bid is binding onus and that you are not bound to accept any bid you receive.

c. We agree to abide by all the terms and conditions of this RFP and to fulfill all obligations arising out of this RFP document.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

Annexure 4: Non-Disclosure Agreement

[The Non-Disclosure Agreement needs to be signed by a person duly authorized by the selected AGENCY. A copy of the authorization by the AGENCY (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, Police Commissionerate, Bhubaneswar-Cuttack, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the AGENCY] (hereinafter called the “Operator”) having its registered office at [Address]

WHEREAS

a. the “Purchaser” has issued a public notice inviting various organizations to [Name of the

Project] for Police Commissionerate, Bhubaneswar-Cuttack (hereinafter called the “Project”) of the Purchaser;

b. the Operator, having represented to the “Purchaser” that has been selected after the evaluation in the proposed Project, The Purchaser and the Operator agree as follows:

1. The Operator to whom this Information (Any information that is provided or obtained during the execution of contract is provided/disclosed/obtained shall:

a. Hold such Information in confidence with the same degree of care with which the Operator protects its own confidential and proprietary information.

b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advice those persons of their obligations hereunder with respect to such Information;

c. Use the Information only as needed for the purpose of execution for the Project;

d. Except for the purpose of execution of the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and

e. Undertake to document the number of copies it makes on completion of the Contract and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.

2. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.

3. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Operator, in any of the Information.

4. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the Indian laws.
6. The Operator shall have no obligation to preserve the confidential or proprietary nature of any Information which:
- a. Was previously known to the Operator free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b. Is or becomes publicly known through no wrongful act of the Operator; or
 - c. Is independently developed by an employee, agent or contractor of the Operator not associated with the Project and who did not have any direct or indirect access to the Information.

For and on behalf of the Bidder (Signature)

(Name of the Authorized Signatory)

Annexure 5: Bidder's Organization Details

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

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

Annexure 6: Bidder's Experience

Assignment Name:	Country:
Location within Country:	Site Professional Provided by Your Firm/Entity (Profiles):
Name of Firm/Entity:	No. of Site professionals:
Address:	No. of Site Professionals-Months: Duration of Assignment:
Start Date (Month / Year)	Completion Date (Month / Year)
	Value of Services (in Indian Rupee):
Name of Associated Consultants, If Any:	No. of Months of Professions; Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services * Provided by Your Site Professionals:	

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

Firm's Name: Signature of Authorized Signatory:

Annexure 7: Description of Approach, Methodology and Work Plan for Performing the Assignment

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

A) Understanding of Scope, Objectives and Completeness of response

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

B) Description of Approach and Methodology :

- Key guiding principles for the study.
- Proposed Framework.
- Information matrix
- Any other issues

C) Methodology to be adopted

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

- Detail research design including sample design and estimation procedure.
- Field Process Protocol control
- Suggestive tools for data collection.
- Analysis of field data and preparation of reports
- Any other issues

D) Staffing and Study Management Plan:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<The Bidder may be asked to submit the required information within a certain number of pages, with font specified)

Annexure 8: Team Composition, Task Assignments

Sl.No	Name of the Key Professional	Educational Qualification	Area of Expertise	Years of Experience	Task Assigned	CV Details with Signature
1						
2						
3						

Annexure 10: Price Bid Format

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
1	De-addiction centre expense for 50 Drug addicts (this includes food, stay, group counselling sessions, daily activities, doctors visit for 3 visits, barber fees, small expenses including staff salaries and medicines). This would also include Skill Development and Entrepreneurship of Drug Victims undertaken 3 rd and 4 th month after deaddiction for 50 drug addicts.	1	Nos.		
2	Awareness programmes(seminar/workshops/quizzes etc) with minimum 1000 members participation (minimum 4 seminars in a month at schools, colleges, institutions, community centres etc.)	4	Unit Price per month		
3	Monthly Expense Social Media Campaign for the entire duration	4	Unit Price per month		

Note:

- i) Only type written price will be accepted

Signature of the Bidder with seal

Annexure 11: Declaration by the Bidder

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

Date: _____

Sub: Tender No. _____

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

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 12: Checklist for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 5)		
2	Incorporation related documents (Refer Chapter 5)		
3	Tax related documents (Refer Chapter 5)		
4	Declaration by the Bidder – Annexure 11		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Clause deleted		
8	Covering Letter – Annexure 3		
9	Bidder's Organization Details – Annexure 5		
10	Description of Approach, Methodology and Work Plan – Annexure 7		
11	Team Composition – Annexure 8 along with CVs of professionals		
12	Signed copy of check list with seal - Annexure 12		
13	Bank details – Annexure 13		
14	Documents towards fulfillment of Technical Scoring criteria as per Clause 6.7.2		
15	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 13: Mandate Form - on the letterhead of the Bidder

To,

Police Commissionerate Police

Unit V, Bidyut Marg, Bhubaneswar

Odisha – 751001

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

Dear Sir,

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

(Please furnish the information in capital letter)

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

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

3. Bank Particulars

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

* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold the POLICE COMMISSIONERATE, BHUBANESHWAR-CUTTACK Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

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

Date:

Signature of the Bank with seal

Annexure 14: Format for Performance Security

(To be submitted on letter head of the responding firm)

Performance Bank Guarantee (from a Nationalized Bank)

Ref. No.

Bank Guarantee

No. Dated

To,

Police Commissionerate Police

Unit V, Bidyut Marg, Bhubaneswar

Odisha – 751001

1. Against contract vide Advance Acceptance of the Tender covering “RFP for.....” (hereinafter called the said 'contract') entered into between the _____, (hereinafter called the Purchaser) and (hereinafter called the Bidder) this is to certify that at the request of the Bidder we Bank Ltd., are holding in trust in favour of the Purchaser, the amount of (write the sum here in words) 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 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 Bank Ltd, 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 _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us Bank Ltd, 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 Bank Ltd, by the Purchaser before the said date. Payment under this letter of 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 Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser 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 _____Bank Ltd, further agree that the Purchaser 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, _____Bank Ltd., 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 Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser 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.

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

Witness No. 1

(Signature)

Full name and official

Address (in legible letters)

Witness No. 2

(Signature)

Full name and official

Address (in legible letters)

Authorized Bank Representative

(Signature)

Full name, designation and

address with Bank stamp

Authorized Bank Representative

(Signature)

Attorney as per power

Attorney No.....

Dated.....

Annexure 15: Format for Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser) I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)