

## Sambalpur Municipal Corporation, Sambalpur

E-mail: sambalpurm.hud@nic.in Ph: 0663-2411316

No 7302/2022/Smc/ 1034/ /Date. 29/10/2022 SMC-2022-23

### NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

1.The Municipal Commissioner on behalf of the Sambalpur Municipal Corporation invites REQUEST FOR PROPOSAL (RFP) in Sealed Applications in two-cover system i.e. Technical and Financial proposal in conformation with detailed RFP Notice from qualified experienced and financially sound consulting Registered Security Agency/ Registered Security Firm/Security Guard provider Contractors/Security Guard Providing Agency for "Selection of consulting Registered Security Agency/ Registered Security Firm for Provider of Security Guard on Outsourced Basis to Sambalpur Municipal Corporation" having license, registration certificate, GST,PAN income tax clearance certificate in conformation with the term and condition from intending applicants fulfilling the eligibility criteria and other qualifying requirement. Please refer to Website <a href="https://www.sambalpur.nic.in">www.sambalpur.nic.in</a> for complete details and downloading the document.

SI No	Scope of work	Cost of Document in Rs. ( Non Refundable)	Earnest Money Deposit (EMD) in Rs.
1	2	3	4
1	Selection of consulting Registered Security Agency/ Registered Security Firm for Providing of Security Guard on Outsourced Basis to Sambalpur Municipal Corporation	5,000/-	

Last date for receipt of Technical and Financial proposals (Through speed / Registered post or Courier)

5.00PM of Date 16.11.2022

Name and address of the office

Municipal commissioner, Sambalpur Municipal Corporation, Sambalpur-768006

Email: sambalpurm.hud@nic.in

- 2. Contract and other necessary documents can be seen in the website <a href="www.sambalpur.nic.in.">www.sambalpur.nic.in.</a>
- 3. <u>Cost of RFP Document:</u> Non-refundable Proposal Document fee in shape of Demand Draft from any scheduled commercial bank in favour of "Commissioner, Sambalpur Municipal Corporation", any scheduled commercial bank in favour of "Commissioner, Sambalpur Municipal Corporation", any scheduled commercial bank in favour of "Commissioner, Sambalpur Municipal Corporation", payable at Sambalpur for Rs.5, 000/- (Rupees five thousand only) towards cost of RFP document is to be payable at Sambalpur for Rs.5, 000/- (Rupees five thousand only) towards cost of RFP document is to be payable at Sambalpur for Rs.5, 000/- (Rupees five thousand only) towards cost of RFP document is to be payable at Sambalpur for Rs.5, 000/- (Rupees five thousand only) towards cost of RFP document furnished by the bidder along with the Technical Proposal. Proposals Without the requisite Document Fee shall be treated as non-responsive and rejected out rightly.

4. Earnest Money Deposit (EMD): As per office memorandum 8943/F / FIN-COD-MISC-0007-2019 dt 18.03.2021, 18281/WD dt.31.12.21 & 8475/F dt.05.04.22 no provision regarding Bid Security should be kept in the Bid Documents and only provision for "Bid Security Declaration" to be furnished by the Bidder.

- 5. The Bid documents will be available in the website <a href="www.smcsambalpur.nic.in">www.smcsambalpur.nic.in</a>&www.sambalpur.nic.in</a> from 11.00 AM of dt.01.11.2022 to 5.00 PM of dt.16.11.2022.
- 6. RFP shall be received on or before 5.00 PM of dt.16.11.2022.
- 7. The RFP document shall contain copy of (a) Registration certificate, (b) PAN, (c) GST registration certificate, license and other document required and special condition if any.
  - Even if qualifying criteria are met, the applicant will be disqualified for the following reason
  - if inquired and convinced by the department as to making a false statement or declaration in APPENDIX-A to G
- 8. Applicant should read the terms and conditions carefully before submission of proposal.
- 9. All original documents along with Affidavit of lowest Applicant will be verified before issue of work order.
- 10. Applicants shall be deemed to have the nationality of India.

11. The Authority reserves the right to cancel any or all the bids without assigning any reason thereof.

Municipal commissioner
Sambalpur Municipal Corporation

Memo No. 10342 /SMC dt. 29.10.2022

Copy submitted to the Copy submitted to the Director Municipal administration & Ex-Officio Additional secretary to Government, H & UD Deptt. Odisha, Bhubaneswar for information.

Municipal commissioner
Sambalpur Municipal Corporation

Memo No. 10343 /SMC dt. 29/10/2022

Copy submitted to the Dist. Magistrate & Collector, Sambalpur for information

Municipal commissioner
Sambalpur Municipal Corporation

Memo No. 10341/SMC dt. 29/10/2022

Copy submitted to the Chief Engineer- Cum - Addl. Secretary, H&UD Department & ILW, SMC for information & with a request to display this notice in his office notice board for wide circulation.

Municipal Commissioner
Sambalpur Municipal Corporation

Memo No. 10.345/SMC dt. 29.10.2022

Copy to the office notice board/MIS, SMC for information and instructed for uploading of RFP documents in <a href="www.smcsambalpur.nic.in">www.smcsambalpur.nic.in</a>&www.sambalpur.nic.in for wide circulation and to check mail for any Pre-bid Query and Uploading of response to Pre-bid Query before timeline.

Municipal Commissioner Sambalpur Municipal Corporation

Memo No. 10346/SMC

dt. 29.10.7022

Copy to the PIO, NIC, Sambalpur for information and instructed for uploading of RFP documents in <a href="https://www.sambalpur.nic.in">www.sambalpur.nic.in</a> for wide circulation.

Municipal Commissioner
Sambalpur Municipal Corporation

# SAMBALPUR MUNICIPAL CORPORATION



### NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

Security Firm for Providing of Security Guard on Outsourced Basis to Sambalpur Municipal Corporation" in conformity with the Terms & Conditions of the detailed RFP notice in a two-cover system i.e. Technical and Financial proposal from intending applicants fulfilling the terms of eligibility laid down in the RFP document. Please refer to Website <a href="https://www.smcsambalpur.nic.in">www.smcsambalpur.nic.in</a> & <a href="https://www.sambalpur.nic.in">www.sambalpur.nic.in</a> for complete details and downloading the document. The document shall be available on the website from 01.11.2022 The Last date & time of submission of proposal is 16.11.2022 till 5:00 PM. For any queries please contact sambalpurm.hud@nic.in

Municipal Commissioner
Sambalpur Municipal Corporation

Memo No. 10367 /SMC

dt. 31.10.2022

Copy submitted to <u>iprnews@gmail.com</u> with are request to publish the matter in two Odia daily and in One English daily newspaper in one issue as per the prescribed I&PR rate and submit bills in duplicate along with publication paper for payment.

Municipa Municipal Corporation

#### SAMBALPUR MUNICIPAL CORPORATION



#### REQUEST FOR PROPOSAL

**FOR** 

SELECTION OF REGISTERED
SECURITY AGENCY/ REGISTERED
SECURITY FIRM FOR PROVIDING
OF SECURITY GUARD ON
OUTSOURCED BASIS
TOSAMBALPUR MUNICIPAL
CORPORATION

SAMBALPUR MUNICIPAL CORPORATION, DURGAPALI, SAMBALPUR (ODISHA) – 768006

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#### **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to either as "RFP") document provided to the Bidders, by the Commissioner, Sambalpur Municipal Corporation, Sambalpur hereinafter referred to as SMC, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this 'RFP document is to provide the Bidder(s) information to implement the following assignment: "Selection of consulting Registered Security Agency/ Registered Security Firm for Providing of Security Guard on Outsourced Basis to Sambalpur Municipal Corporation". This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the SMC, their employees or advisors to consider the business/investment objectives, financial situation and needs of each Bidder who reads or uses this RFP document.

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

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

#### **SECTION 1: Letter of Invitation**

From Commissioner Sambalpur Municipal Corporation, Sambalpur-

#### Dear Agency,

- 1. The Commissioner, Sambalpur Municipal Corporation (SMC), Sambalpur invites proposal from experienced agencies for "Selection of consulting Registered Security Agency/ Registered Security Firm for Providing of Security Guard on Outsourced Basis to Sambalpur Municipal Corporation". The details of the required scope of work and services expected from the Agency are provided in the Section 4: Terms of Reference in this RFP Document.
  - 1. An Agency will be selected as per Quality and Cost Based Selection (QCBS) criteria described in this RFP.
  - 2. The RFP comprises the following sections:

Section 1 – Letter of Invitation

Section 2 – Definitions

Section 3 – Factsheet

Section 4— Terms of Reference

Section 5 – Instructions to Agencies

Section 6 – Technical Proposal – Appendix A-G

Section 7 – Financial Proposal – Standard Forms

Commissioner Sambalpur Municipal Corporation

#### **Section 2: Definitions**

- a) "SMC" means the Sambalpur Municipal Corporation, Sambalpur
- b) "Client" is the Commissioner, Sambalpur Municipal Corporation, Sambalpur
- c) "Agency" means any entity or person that may provide or provides the Services to the Client under the Contract.
- d) "Day" means calendar day.
- e) "Instructions to Agencies" means the document which provides interested Agencies with the information needed to prepare their respective Proposals.
- f) "LoI" means the "Letter of Intent" being sent by the Client.
- g) "Personnel" means professional and support staff provided by the Agency and assigned to perform the Services or any part thereof.
- h) "Proposal" means Technical Proposal and the Financial Proposal.
- i) "RFP" means the Request for Proposal circulated by the Client for the selection of Agency(s).
- j) "Assignment/job" means the work to be performed by the Agency pursuant to the Contract.
- k) "Terms of Reference" (ToR) means the information included in the RFP which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the selected Agency(s).
- l) "Competent Authority" means Commissioner, Sambalpur Municipality Corporation, Sambalpur

#### **Section 3: Factsheet**

Request for Proposal (RFP) document	01st November' 2022
made available to the applicants	www.smsambalpur.nic.in
Last Date for Receiving of Queries	7 <sup>th</sup> Novemberr' 2022 by 5.00 P.M.
	to Email: sambalpurm.hub@nic.in
Last Date of Uploading of	11 <sup>th</sup> November' 2022 by 5.00 P.M.
response to Pre-bid Query	
Last date for Receipt of Technical and	16 <sup>th</sup> November' 2022 by 5.00 P.M.
Financial Proposals (Sealed	
Envelope)	
Date of opening of Technical	17 <sup>th</sup> November'2022 at 11.00 A.M.
Proposals, Technical Presentation and	
Financial Proposal	
Letter of Award	To be intimated to selected Agency
Start Date	To be intimated to selected Agency
Method of Selection	QCBS
Ernest Money Deposit (EMD)	As per office memorandum 8943/F / FIN-COD-
	MISC-0007-2019 dt 18.03.2021, 18281/WD
	dt.31.12.21 & 8475/F dt.05.04.22 no provision
	regarding Bid Security should be kept in the Bid
	Documents and only provision for "Bid Security
	Declaration" to be furnished by the Bidder.
Bid Cost	Proposal Document fee in shape of Demand Draft
	from any scheduled commercial bank in favour of
	"Commissioner, Sambalpur Municipal Corporation",
	payable at Sambalpur for Rs.5, 000/- (Rupees five
	thousand only) towards cost of RFP document is to be
	furnished by the bidder along with the Technical
	Proposal. Proposals Without the requisite Document
	Fee shall be treated as non-responsive and rejected out
	rightly.
Address for Submission of Proposals	Municipal Commissioner ,Sambalpur Municipal
	Corporation, Durgapali ,Sambalpur-768006
Mode Submission of Bid Document	Bid document are to be submitted by Speed Post /
	Registered Post (India Post) only.

#### Note:

1. The Client reserves the right to change the above schedule by due intimation / information to the intended agencies. Please visit the website www.smcsambalpur.nic.in regularly for the updates.

2. If it is not possible to open the financial proposals on the same day of bid opening, the date of opening of financial proposal will be communicated to eligible bidder through correspondence.

Proposals must be submitted on or before the prescribed date, time and venue mentioned in the Fact Sheet. Proposals received after cut – off date will be summarily rejected.

#### **Section-4.Term of Reference**

#### 1. Objective

The Security Guard are envisioned to secure the Sambalpur Municipal Corporation office and operate the Lift, DG Sets and also work as lineman, it is imperative to have personnel who can provide security assistance and support to SMC. They will work for bringing sustained improvement in municipal service delivery to effectively address the basic needs of citizens of the city.

#### 2. DurationoftheContract

Contract will be for a period of 01 (One) years from the date of signing of the contract with SMC and extendable for another one year on satisfactory performance subject to the approval of the government.

#### Scope ofWork

- a. The scope of work for the engaged Security Guard shall broadly support and assistance in the following major areas which shall include, but not limited to:
  - b. Secure the SMC office.
  - b. Operation of Lifts in SMC Office
  - c. Operation of DG Sets and work as lineman.

#### a. TeamComposition:

Sl. No.	Category	Number of Resources	Qualification	Job Profile	Remarks
		Required			
1	Security	-	Security Guard (With Gun)	Night Security	*Need based
	Guard		<b>Educational Qualification:</b>	at the New SMC	requirements
	(From the		Passed HSC Examination with	Building,	
	Registered	02	physically fit including gun	Durgapali.	*In case of the
	Security		license holder with experience		necessity, the
	Agencies)		of 2 years.		requirement will
			Security Guard (Without Gun)	Day Security at	increase or
			<b>Educational Qualification:</b>	the New SMC	decrease with one
		04	Passed HSC Examination with	Building	month prior
			physically fit with experience	,Durgapali	notice.
			of 2 years.		
				T : 0	
			Security Guard-cum-Lift	Lift Operator-	
		0.0	Operator	cum- Security	
		03	Educational Qualification:	Guard at New	
			Passed ITI-Electrician with	SMC Building ,	
			physically fit and experience	Durgapali	
			of 2 years.	G '4 G 1	
			Security Guard-cum-Lineman-	Security Guard-	
		02	cum-DG Operator	cum-Lineman- cum-DG	
		03	Educational Qualification: Passed ITI-Electrician with		
			physically fit and experience	Operator At New SMC	
				Building as well	
			of 2 years.	as Old SMC	
				as Olu SIVIC	

	Building and other facilities of SMC
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#### 3.3 Fixed Remuneration to Security Guard:

Remuneration to security guards inclusive of EPF, ESI etc shall be paid by the organization and there shall be no liability in any form shall be payable by SMC to the security guards except the contract amount payable to the farm. The agency will claim the bill along with EPF/ESI Challan deposit confirmation Slip with copy of the ECRs of the security personnel against their name. The below table indicates the remuneration in respect of each security personnel which shall be paid by the organization. Service charges in percentage to be quoted by the Bidders which shall be the bidding parameter as per the Financial Bidding Format (Part-II). Service charges shall be on the fixed professional fee indicated. This should include expenses like providing dress & gun and other supportive materials to professional and communication expenses, Financing charges & overhead & Profit of Bidder. Service charges below 5% and over 14.99% shall be rejected. Bidders are to offer service charges within above range.

Sl No		Nos. of Security Guard to be engaged	Remuneration to Experts per month inclusive of EPF & ESI etc. in INR
1	Security Guard with Gunman	2	Wages will be provided as per Skilled
			category of Labour Commission, Odisha
			, Bhubaneswar
2	Security Guard without Gunman	4	Wages will be provided as per Semi
			Skilled category of Labour Commission,
			Odisha, Bhubaneswar
3	Security Guard-cum-Lift Operator	3	Wages will be provided as per <b>Skilled</b>
			category of Labour Commission, Odisha
			, Bhubaneswar
4	Security Guard-cum-Lineman-cum- DG	3	Wages will be provided as per <b>Skilled</b>
	Operator		category of Labour Commission, Odisha
			, Bhubaneswar
	Total Cost per Month		The cost will be including EPF, ESI,
	_		Service Charges etc.

The dress code will be provided by the agency and wearing of dress code by security personnel is mandatory during the working hour.

N.B.: Monthly remuneration will vary with the change of wages in respective category with notification by the Govt. Any damages & loss of any municipal asset the agency will be held responsible and the recoveries will adjusted from their agency's monthly bill.

#### **Section 5: Instruction to Agencies**

5.1 The Commissioner, Sambalpur Municipal Corporation, Sambalpurwill select agencies in accordance with method of selection specified below.

Name of the Client: Commissioner, Sambalpur Municipal Corporation, Sambalpur

**Method of selection:** Quality and Cost Based Selection (QCBS).

#### 5.2 The Proposal submission address:

Commissioner, Sambalpur Municipal Corporation, New SMC Building, Durgapali Post:Remed, Sambalpur Odisha, PIN-768006.

5.2 The Proposal (Technical Proposal, Financial Proposal in separate sealed envelopes) must be submitted by registered/speed post only which should be received by the Client, not later than the following date and time:

Date 16th November' 2022 Time: By 05:00 P.M.

#### **5.3 Queries / Clarification:**

- a) The Client shall invite queries from Agencies as per the details mentioned in the Fact Sheet of this document.
- b) The Applicants must ensure that their queries should reach SMC, Sambalpur, on or before last date mentioned in the Fact Sheet of this document only through the email of the Clienti.e. sambalpurm.hud@nic.in by 07<sup>th</sup> November (05:00 P.M.).
- c) The queries must be submitted in the following format:

Section/Page No	Content of RFP requiring clarification	Change/clarification requested	Remarks

- d) Client will not be responsible for non receiving / delay in receiving of queries made by agency (s).
- e) Any queries for clarification, received after the cut off date and time shall not be entertained by the SMC.
- f) However, the Client reserves the right to hold or re-schedule the process.

#### Responses to Queries and Issue of Corrigendum:

- a) The Authorized Representative of the Client will endeavor to provide timely response to the queries. However, no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the Applicants.
- b) At any time prior to the last date for receipt of proposals, the client may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarification to the queries from all Applicants will be uploaded on the websites www.smcsambalpur.nic.in. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d) In order to provide prospective Applicants reasonable time for taking the corrigendum into account, the Client may discretionally extend the last date for the receipt of proposals.
- 5.4 Agencies shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Agencies.

#### **5.5 Conflict of Interest:**

a) Client requires that Agencies shall perform the required services, provide professional, objective, and impartial advice and all times hold the Client's interest paramount, strictly avoid conflicts of interest with other assignments or their own interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below.

#### **5.6 Conflicting Relationship:**

- a) An Agency (including its Personnel and Sub-Agencies) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (a) the preparation of the terms of reference of the Assignment, (b) the selection process for such Assignment or (c) supervision of the Contract, may not be awarded a Conflict, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
- b) Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency(s) or the termination of its Contract.

#### 5.7 Unfair Advantage:

If an Agency could derive a competitive advantage from having provided other services related to the assignment in question, the Client shall make available to all other Agencies together with this RFP all information that would in that respect give such Agency any competitive advantage over competing Agencies.

#### 5.8 Fraud and Corruption:

It is required that Agencies participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

The Client:

- a) Defines the terms set forth below as follows:
- i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly or anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Agencies with or without the knowledge of the Client, designed to establish prices, artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, indirectly, persons or their properly to influence their participation in a procurement process or affect the execution of a contract;
- b) Will reject a proposal for award, if it determines that the Agencies recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question:

#### 5.9 Only one Proposal:

An Agency may only submit one proposal. If any Agency submits or participates in more than one the proposal, all such proposal shall be disqualified.

#### 5.10 Proposal Validity:

Proposal must remain valid for 180 days from the last date of bid submission. During this period, agency shall maintain the availability of Professional staffnominated in the Proposal and fully committed to their financial proposal, unchanged. The client will make its best effort to complete negotiations within this period. Agency who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the client shall not consider such proposal for further evaluation.

#### **5.11 Preparation of Proposals:**

- i. The Proposal as well as all related correspondence communicated by the Agencies and the Client, shall be written in English
- ii. In preparing their Proposal, Agencies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- iii. The Proposal consists of two parts (i) Technical Proposal and (ii) Financial Proposal

#### 5.12 Minimum Eligibility Criteria:

Agencies failing to meet criteria or not submitting requisite proof for supporting of minimum eligibility criteria are liable to be rejected summarily.

Table No.1

Sl. No.	Criteria	Documentary Evidence to beSubmitted in Technical Bid	
1	Name & Address of the Agency (Sole- proprietorship/ Registered Partnership Firm / Company)	Should have the nationality of India	
2		<ul> <li>i. Registration Certificate.</li> <li>ii. PAN Card</li> <li>iii. GST Registration Certificate</li> <li>iv. Bank account &amp; RTGS details.</li> <li>V. Registration of ESI,PF</li> </ul>	
3.			
4.	Minimum 5 years' experience in handling such type of assignments in Govt./ Private or Public Sector	Work Orders and Completion Certificates/Invoice issued by/to the Client	
5.	The Agency should have minimum Average annual turnover of Rs. 50, 00, 000/in any 3 years during the last five years ending 2021-22.	The Average turnover certificate should certify by a Chartered Accountant	
6.	Brief write-up of the relevant business activities undertaken and overview of the expertise/potential available with the Agency.	To be submitted	
7.	The Agencyshould not have been blacklisted/banned by the Central/State Governments or PSU.		

8.	Submission of undertaking for acceptance of Bid terms & conditions	Submission on letter head
9.	Earnest Money Deposit (EMD)	Declaration to be submitted
10.	Bid Cost of Rs.5000/- (Rupees five thousand) only in the form of Demand Draft in favor of The Commissioner, Sambalpur Municipal Corporation, Sambalpur	To be submitted with Technical Bid Document.

#### **5.13 Technical Proposal Format and Content:**

Applicant Agencies are required to fill the Technical Evaluation Form. The filled up Technical Evaluation Form and the corresponding Tech Form (in Section-6) should be enclosed in a separate envelop along with all necessary/supporting document to justify the minimum eligibility criteria. The supporting documents have to be produced in original by the Agencies, if and when demanded by the Client. Submission of the wrong type of Technical Proposal will result in the (Proposal being deemed non-responsive.)

The formats of the Technical Proposal (Section-6) to be submitted are in Appendix A to G

#### **5.14** Financial Proposals

The Financial Proposal shall be prepared using the attached Financial Proposal Form (in Section 7). The financial proposal shall not include any conditions attached to it and if received, then any such conditional financial proposal shall be rejected.

#### 5.15 Tender Fee/ Bid Cost

A Bid Cost Rs. 5,000/- (Rupees five thousand) only in the form of Demand Draft (D.D.) made from any nationalized / scheduled bank in favor of "Commissioner Sambalpur Municipal Corporation" Payable at Sambalpur must be submitted along with the Proposal.

#### **5.16** Earnest Money Deposit:

As per office memorandum 8943/F / FIN-COD-MISC-0007-2019 dt. 18.03.2021, 18281/WD dt.31.12.21 & 8475/F dt.05.04.22 no provision regarding Bid Security should be kept in the Bid Documents and only provision for "Bid Security Declaration" to be furnished by the Bidder.

#### **5.17** Performance Bank Guarantee

SMC shall issue a letter of award (LoA) along with the Draft Contract Agreement to the selected Bidder within 07 days from the opening of the financial proposals. Within 07 days of such issuance, the selected Registered Agency/ Registered Firm/Manpower provider Contractors/Manpower Providing Agency is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to 3% of the contract value and enter into the contract agreement with SMC and start the work on an immediate basis.

#### 5.18 Submission, receipt and opening of proposals

- a. The proposal (Technical Proposal and Financial Proposal) shall contain no interlunation or overwriting except as necessary to correct errors made by the Applicant Agencies themselves. The under-signee person for the proposal must provide his initial beside such corrections. Submission letters for the Technical Proposal and Financial Proposals should respectively be in the format specified.
- b. An authorized representative of the Applicant Agencies shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Technical and Financial Proposals or in any other form demonstrating that the representative has been dully authorized to sign.
- c. The Tender Fee / Bid Cost, Declaration for EMD, including all the Tech Forms and supporting documents shall be placed in a separate sealed envelope clearly marked "TECHNICAL PROPOSAL".
  - Similarly, the Financial Proposal including the Fin Form shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" All the three sealed envelopes shall be placed in an outer large envelope and sealed. This outer envelope shall bear the submission address and shall be clearly superscripted with "Bid Documents for selection of Agency for providing Security Guard SMC, Sambalpur". The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. The circumstances may also be deemed as fit case for Proposal rejection. If the Proposal is not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.
- d. The Proposals must be sent to the address indicated and received by the Client no later than the time and the date of submission, or any extension to this date in accordance with corrigendum. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- e. From the time, proposals are opened to the time the Contract is awarded, the Agencies should not contact the Client on any matter related to its Technical and/or Financial Proposal, Any effort by Agencies to influence the Client in the examination, evaluation, ranking of proposals and recommendation for award of Contract may result in the rejection of the Agencies Proposal.
- f. Proposals are to be submitted through speed post / registered post (India Post) only. Proposals submitted by any other means will not be accepted.

#### **5.18Evaluation of Technical Proposal**

a. A Bid Evaluation Committee (BEC) will be constituted by the Client for the purpose of evaluation the proposals.

- b. The BEC shall open & evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Table No2. Each responsive Proposal will be given a Technical Score (Ts).
- c. The Bid Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation process is concluded, and the competent authority accepts the recommendations.
- d. Agencies shall also make a presentation on its relevant skill, competencies, past experiences including the plan and modalities for the assignment before the Bid Evaluation Committee, which will be evaluated.
- e. A Proposal may be rejected at any stage if it does not respond to important aspects of the RFP and particular the Terms of Reference or if it fails to achieve the minimum technical score indicated below
- f. The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this RFP. The decision of the Committee shall be final and binding on all the Bidders.

Table No.2

Sl.	Parameter	Total/
No		Maximum
		Marks
	FINANCIAL CAPACITY OF BIDDER	20
	Bidder's Average Annual Turnover for the last Three Financial Years (ending 31	20
1	March 2022) has to be at least INR 50 lakhs	
	■Up to 50 lakhs – 5marks	
	■ More than 50 lakhs to 1Crore – 10marks	
	■ More than 1 crore –20 marks	
	PROOF OF EXPERIENCE IN THE LAST 5 YEARS	20
	Experience for running Security Guard Providing service for Similar project at	
	least for one-year duration with ULBs/ any government entity in India,	•
2	undertaken in the past 5 years with annual contact fee of above Rs 5 lakh	20
	For Each similar project 5 marks subject to maximum 20 Marks.	10
	Institutional Strength	10
	The Bidders must have of below mentioned domain personnel/ on their Payroll	
3	1.Security Service	
	2.Operation of Lift	
	3. Operation DG Set	10
	4.Knowledge in Lineman Service	
	The bidders must submit 1 (one) CV each of the above personnel.	
	Total	50

#### **5.19 Bid Evaluation Methodology:**

- 1) Evaluation of technical proposals based on Table 2.
- 2) After that, financial proposals of the Bidders scoring 40 mark or above technical score (Ts) after technical evaluation shall be pened.

- 3) Combined Scores shall be calculated based on Technical and financial scores as per QCBS system.
- 4) The highest ranked Bidder with the highest combined marks obtained shall be awarded with the project.

#### 5.20 Negotiations:

Negotiation will be held at the address indicated above. The invited Agency will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client Proceeding to negotiate with the next-ranked Agency. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude a Contract.

#### a) Technical Negotiations

Negotiation will include a discussion of the Technical Proposal including the proposed approach and methodology, work plan, and organization and staffing, and any suggestions made by the Agency to improve the terms of reference. The Client and the Agency will finalize the Terms of reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities requires from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which shall by the Client and the Agency.

#### b) Financial Negotiations

After the technical negotiations are over, financial negotiation will be carried out in order to discuss any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under ordinary circumstances, the financial negotiation shall not result in an increase in the price originally quoted by the Agency. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor proposed until rates.

#### c) Conclusions of Negotiation

Negotiation will conclude with a review of the draft Contract. To complete negotiations the Client and the Agency will initial the agreed Contract. If negotiations fail, the Client will invite the next-ranked Agency to negotiate a Contract, if necessary.

#### 5.21 Award of Contract:

- a) After completing negotiations, the Client shall issue a Letter of Intent to the selected Agency.
- b) The Agency will sign the agreement after fulfilling all the formalities/pre-conditions within 15 days of issuances of the letter of intent.

c) The SMC, Sambalpur reserves the right to accept or reject any or all bids to cancel / withdraw the invitation or to annul the biding process at any time prior to Award of Contract, without assigning any reason thereof. SMC, Sambalpur shall bear no liability whatever the consequent upon such a decision nor shall SMC, Sambalpur have any obligation to inform the affected bidder or bidders against any action.

#### **5.22** Confidentiality:

Information relating to evaluation of Proposals and recommendations award shall not be disclose to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal.

#### **5.23** Termination of the Contract:

The competent authority may, by a written notice of termination to the Bidder, suspend/terminate the contract if the Bidder fails to perform any of its obligations under this contract (including the carrying out of the services) provided that such notice of suspension.

- 1. Shall specify the nature of the failure and
- 2. Shall request the Bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.
- 3. The Competitive Authority at any point of time may terminate the contract by a notice of 30 days, if the agency fails to above stated clauses.

#### **5.24 Payment Terms & Conditions:**

- i. The payment will be made on monthly basis to the agency upon submission of invoice, subject to satisfactory performance.
- ii. In case of special event / necessities arises, the agency has to cover the event without extra payment.
- iii. TDS including TDS on GST as applicable will be deducted from the monthly invoice as per Income Tax Act. 1961.
- iv. GST will be paid extra as applicable from time to time to as per prevalent law. The bidder has to submit the proof of deposit the of GST paid by SMC with the appropriate authority, otherwise the same shall be recovered from the bidder.

#### 5.25 Data Security & Prevention of Fraud:

The agency will undertake that all process and standards are being followed to ensure that the data is secured and is immune to any fraudulent activity.

#### 5.26 Legal matter, including copy rights of Content:

Agency will have the responsibility of ensuring that all content featured / published on the basis of this assignment is free of legal encumbrance including of copy rights issue. SMC will not have any responsibility in this matter.

#### 5.27 Competent Authority:

- 1. The Commissioner, Sampalpur Municipal Corporation shall be the competent authority for this project. The powers of the Competent Authority will be as under:
- 2. May amend RFP documents during the proposal evaluation process. Any amendments will be conveyed to the short-listed organization / Agency;
- 3. Modify scope of work at the time of the award of the contract. Such modifications will be discussed and agreed with the Agency.
- 4. At discretion during evaluation of bids, request an Agency for clarification on its proposal. This request will be in writing and the Agency should respond in writing. No change in price or substance of the bid shall be sought, offered or permitted at this stage.
- 5. The competent authority reserves the right to accept or reject any / all proposal partially or fully without assigning any reason thereof. The decision of the Competent Authority shall be final and binding on all the Bidders.
- 6. Any dispute in this regard subject to Sambalpur jurisdiction only.

#### TECHNICAL PROPOSAL – STANDARDFORMS

(To be submitted on letter head of the bidder duly signed by authorized signatory)

Date.

To, The Commissioner, Sambalpur Municipal Corporation, Sambalpur-768006, Odisha.

Subject: Selection of consulting Registered Security Agency/ Registered Security Firm for Provide of Security Guard on Outsourced Basis to Sambalpur Municipal Corporation, Sambalpur.

Sir,

As per RFP the validity of the proposal is 180 days from the last date of submission of proposal and we agree that the proposal is unconditional. We understand that SMC reserves the right to reject any application without assigning any reason thereof.

Yours Faithfully,

Signature of Authorized Person and seal Name and Designation
Name of the Company

#### **BIDDER'S PROFILE**

- 1. Name of the Registered Security Agency/ Registered Security Firm:
- 2. Year of Establishment: (Registration Number & Certificate to be enclosed)
- 3. Registered address of Office:
- 4. PAN & GST No.:
- 5. Telephone No. & Fax No:
- 6. E. Mail Address:
- 7. Brief description of background of the Registered Security Agency/ Registered Security Firm for this assignment.
- 8. No. of years of proven experience of providing similar services.
- 9. Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements and annual Income Tax Return Document of last three financial year)

Financial Year	Annual Turnover (INR)
2021-22	
2020-21	
2019-20	

10. Institutional Strength-

S No	Name of the Expert	Qualification	Project Experience with details of Project	Relevant Experience in domain & Sector
1	Security Guard with Gun(2nos.)			
2	Security Guard without Gunman(4nos.)			
3	Security Guard-cum-Lift Operator (03 nos.)			
4	Security Guard-cum- Lineman-cum- DG Operator (03 nos.)			

FURNISH DETAIL CVS OF ABOVE

Signature of Authorized Person and seal Name and designation Name of the Company Dated: .....

#### PROJECT EXPERIENCE

## THE BIDDER TO SUBMIT SYNOPSYSIS OF SIMILAR PROJECT EXPERIENCE AS UNDER AND ALSO GIVE DETAILS AS PER FORMAT GIVEN HERE

SN	Name of Client and Address	Project details	Total Value of Project FEE in Rs.	Work order issued/Agreement signed on (date) (Attach Work Order and Performance Certificate)	Financial Year of Implementation With contract date

#### DETAIL FORMAT FOR PROJECT TO BE GIVEN FOR EACH PROJECT

Assignment Name:	Location:				
Name and address of Emplo	oyer:				
Start Date (Month /	Completion Date	Approx. Value of			
Year):	(Month / Year):	Services (Rs.):			
Name of Associated Consu	Itant/ Registered Security Ag	ency/ Registered Security			
Firm/ Security Guard Providing Agencies, if any:					
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved					
and Functions performed:					
Description of Project and services provided by your staff					

(Separate Sheet to be provided for each assignment and Copy of Appointment Letter and Agreement to be attached with this format)

## INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF QUOTATIONED OR ABANDONMENT OF WORK BY THE QUOTATIONER

1.	Is the Quotationer currently involved in any litigation relating to the works  If yes: give details:	Yes/ No
2.	Has the Quotationer or any of its constituent partners been debarred!  Expelled by any agency in India during the last 5 years.	Yes/ No
3.	Has the Quotationer or any of its constituent partners failed to perform on any contract work in Sambalpur Municipal Corporation If yes, give details:	Yes/ No
No	te:	
	any information in this Appendix is found to be alification application will be summarily be rejected.	incorrect or concealed

#### **APPENDIX-E**

#### CERTIFICATE OF NO RELATIONSHIP CERTIFICATE

I/We hereby certify that I/we am/are related/not related to any officer of the Sambalpur Municipal Corporation in the rank of Deputy Commissioner or above. I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD I/We shall be liable to make good loss or damage resulting from such cancellation.

11
1. Address for correspondence
Phone No-
Alternative phone No-
2. Permanent Native address
Village
Post / Dist
Pin code

Full Name of the Applicant-

RFP N	Notice No	date		
То	The Commissio Sambalpur Mun	ner, icipal Corporation		
I/ We.	The undersigned,	declare that:		
	understand that a ted by a Bid Secu	•	ition as contained in Tender/bids mus	st be
	ccept that I/We me date of notification		ling for any contract for a period of two y	years
a.	withdrawn/modi my/our Bid duri	fied/amended/impaired or on the period of bid validity cceptance of our Bid by the	under the bid conditions, because I/We derogated from the tender in any res or its extended period, if any or having e purchaser during the period of bid val	pect, been
b.	or fail or reuse to	execute the contract, if requ	aired, or	
C.	Or fail or refuse the Instructions		Security/ Bank Guarantee, in accordance	with
d.	Or if the bidder respect of the bid		corrupt, fraudulent or other malpraction	ce in
e.			s and figures quoted by the bidder and rds prevails over amount in figure.	1 the
	We understand the		shall cease to be valid if I am/we are no	t the
•			me of the successful Bidder, or idity of my/our Bid as specified in the	e bid
Place:			Signature of the Tenderer	
Date:			Name/Organization	

(Note: In case of a consortium/Joint Venture, the Bid Securing Declaration must be in the name of all partners to the consortium/Joint Venture that submits the bid)

Seal

#### SYNOPSIS OF KEY PERSONNEL

S No	POSITION	Name of the Expert/Security Guard	Qualification	Project Experience with details of Project	Relevant Experience in domain & Sector
1	Security Guard with Gunman(2nos.)				
2	Security Guard without Gunman(4nos.)				
3	Security Guard-cum-Lift Operator(03 nos.)				
4	Security Guard-cum-Lineman- cum- DG Operator(03 nos.)				

#### DETAIL CV TO BE GIVEN FOR EACH EXPERT

#### FORMAT FOR CV

(Mentioning the position is mandatory)

Name of the Registered Security Agency/ Registered Security Firm/Security Guard provider Contractors/Security Guard Providing Agency: Name of the Staff:

Date of Birth:

Years of Relevant Exp:

Number of years with the Registered Security Agency/ Registered Security Firm/Security Guard provider Contractors/Security Guard Providing Agency:

Nationality:

Membership with Professional bodies:

Education:

(Summarize College / University and other specialized education of staff Member)

**Educational Qualification:** 

**Employment Record** 

(Starting with present position, list in reverse order every employment held)

### Part-II FINANCIAL PROPOSAL FIN-1

To Municipal Commissioner Sambalour Municipal Commissioner

Sambaij	pur Municipai Commis	ssioner	
	Subject: Financial P Security Firm for P Corporation, Sambal	roviding of Security Gu	a Consulting Registered Security Agency/ Registered and on Outsourced Basis to Sambalpur Municipal
Sir			
	with your Financial I	Proposal for Selection of a Providing of Security Gu	ng services for [Insert title of assignment] in accordance a Consulting Registered Security Agency/ Registered ard on Outsourced Basis to Sambalpur Municipal
			ing Registered Security Agency/ Registered Security sourced Basis to Sambalpur Municipal Corporation,
Request	for Proposal No	, Dated:	Our attached Financial Proposal is for the sum of nclusive of the taxes applicable as per GST Act.
[Insert a	amount(s) in words and	<i>figures*</i> ]. This amount is i	nclusive of the taxes applicable as per GST Act.
	I do hereby undertake the d conditions as stipulate	•	ace of our bid, the services shall be provided in respect to the
negotiati	ions, up to expiration of	the validity period of the pr	us subject to the modifications resulting from contract roposal of <b>180 days</b> . I have carefully read and understood the provide the service accordingly.
]	I understand that you are	e not bound to accept any pr	roposal you receive.
			Yours faithfully,

Authorized Signatory [In full and initials]:
Name and Designation of Signatory with Date and Seal:
Address of the Bidder:

<sup>\*</sup>Amount must match with the one indicated in Fin-2 (Table-1).

#### FIN-2

Financial Proposal for Selection of a Consulting Registered Security Agency/ Registered Security Firm for Providing of Security Guard on Outsourced Basis to Sambalpur Municipal Corporation, Sambalpur.

Sl No	Name of the Professional	No of Professionals	FIXED FEE OF PROFESSIONA LS per month inclusive of EPF ,ESI, other statutory due etc
1	Security Guard with Gunman(2nos.) @ High-Skilled category of Labour Commission, Odisha	02	
	Security Guard without Gunman(4nos.)  @ Semi-Skilled category of Labour Commission, Odisha		
2			
3	3 Security Guard-cum-Lineman-cum- DG Operator @ Semi-Skilled category of Labour Commission, Odisha  03		
	TOTAL	Rs	
SERVI	CE CHARGES in PERCENTAGE –(TC	RS	
	TOTAL WIH SERVICE CHARG	RS	
	GST @%	RS	
	GRAND TOTAL WITH GST	RS	

NOTE- SERVICE CHARGES TO BE OFFERED WITHIN 5% TO 14.99% only otherwise bid shall be rejected

Authorized Signatory [In full and initials]: Name and Designation of Signatory with Date and Seal: Address of the Bidder: