

REQUEST FOR PROPOSAL (RFP) – PROVISION OF SECURITY SERVICES

Ref : DMI/Proc/09/15-16(V)/ 452

Date : 18 Sep 2024



विकास प्रबंधन संस्थान
Development Management Institute

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1. Objective of the RFP

Development Management Institute (DMI) is a fully Autonomous and Board Managed Educational Institution, supported by Govt. of Bihar to address the growing needs of Development Management Professionals in the country. It runs two years fully residential AICTE-approved PGDM course. Apart from consulting research, it also imparts training to the officials of different cadres of Government Departments and organizations engaged in the development sector.

DMI invites proposals under Single Stage Two Envelops System from reputed service-providing agencies/ firms engaged in the deployment of competent Human Resources for the provision of Security Services continuously as well as occasionally without any interruption due to any reason whatsoever.

2. Schedule for the Bid Process

| Sl no | Information | Detail |
|-------|----------------------------------|--|
| 1 | RFP No. and Date | DMI/Proc/09/15-16(v)/ Dt- 18-Sep-2024 |
| 2 | Bid validity period | 90 days |
| 3 | Date and Time of Pre-Bid Meeting | 26-September-2024 at 16:00 Hrs |
| 4 | Place of Pre-Bid Meeting | Development Management Institute Second Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800 004 (Bihar) |

| | | |
|---|---|--|
| 5 | Last date (deadline) for submission of bids | By 10:00 Hrs of 4th October 2024 |
| 6 | Opening of Technical Bid | 10:15 Hrs. of 4 th October 2024 |
| 7 | Time and Date of opening of Financial proposals. | 08 th October 2024 at 16:00 Hrs. |
| 8 | Address for Bid submission & correspondence for all purposes in relation to this RFP. | Development Management Institute Second Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800 004 (Bihar) |

The above Schedule may Change as per requirement of DMI. The Institute will update the same at the website of the Institute. It is advised to visit regularly the website of the institute (www.dmi.ac.in).

3. Scope of Work

Sealed Request for Proposals are invited from eligible, reputed and qualified organizations for the assignments as defined under the Terms of Reference Section. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in subsequent section of this RFP document. The human resources are required for deployment at the following locations;

| # | Venue | Address |
|------|-----------------------|---|
| I. | DMI Transit campus | 2 nd Floor, Udyog Bhavan, East Gandhi Maidan, Patna 800 004 |
| II. | DMI Transit campus | Second & Fourth Floor, Indian Red Cross Society Building, North Gandhi Maidan, Patna 800 001 |
| III. | PG Students' Hostel A | Shanti Bhawan, Pirmohani, Kadamkuan, Patna 800003 |
| IV. | PG Students' Hostel B | Ganesh Complex, Near Gyan Ganga, Kadamkuan, Patna 800003 |
| V. | Guest House | House No 75 E, Near Notre Dam Academy School, Patliputra colony, Patna 800 013 |

The permanent campus of the Institute is under construction at Bihta, Patna. Shifting in that campus is expected very soon. The location of the current deployment and the requirement of the number of manpower may change accordingly as per the needs of the Institute in future.

4. Eligibility Criteria

- The Bidder should be a 5-year-old Private Limited Company or a Public Company.
- The average annual Turnover of last three years (F.Y 2021-22, 2022-23 & 2023-24) should be more than rupees 3.00 Crore
- The Bidder should have experience of five years' in providing security services to at least two Government Departments/Public Sector Undertakings/ Banks/ Insurance Companies/Government Academic Institution etc. in Bihar preferably at Patna.
- The Bidder should have experience of providing security services to at least one clients having minimum annual billing of more than Rs. 30.00 Lakh P.A. (exclusive of tax) during last three years
- The Bidder must be registered under Private Security Agencies (Regulation) Act (PSARA) and have a valid license as on date of submission of Bid.
- The Bidder must be registered under EPF, ESIC and GST.
- The firm should not have been blacklisted by the Government or Government Entity in the last 3 years ending with 31st March 2024 & till the date of submission of the Bid.
- The vendor should have at least 100 Manpower on its roll.
- The Bidder having Quality accreditation certificate with a good rating may be preferable.

5.0 Overall Guidelines of the Bid

5.1 As per the policy of DMI, the Housekeeping service provider and Security Service provider should not be the same.

5.2 The contract shall commence from the date as will be mentioned in the agreement initially for a period of one year and upon satisfactory completion of the said one year the contract may be extended for a further period/s as may be mutually agreed. However, the total period including the initial period of the agreement shall not exceed three years.

5.3 RFQ Submission - Single Stage Two Envelops System (Two Bid System)

The quotation need to be submitted in two separate sealed envelopes. On the first envelope the bidder should mention 'Technical Bid' in bold letters at the top of the envelope. This will contain the documents eligibility, technical quality and commercial terms and conditions and documents sought in the tender, except the price and relevant financial details. In the second envelop, the price quotation along with other financial details are to be submitted clearly mentioning 'Financial Bid' in bold letter on the top of the envelope. Both the envelops must be in the sealed separately and put in a large sealed envelope mentioning 'RFP for Provision of Security Services'. DMI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon priorities vis-à-vis urgent commitments.

Interested agencies are requested to send their offer in a sealed envelope super scribed "RFQ for Provision of Security Services" latest by 10:00 AM of 4th Oct 2024.

5.4 Technical Bid

The interested bidder is required to submit the documents as per the checklist as part of the technical bid along with the letter of Proposal as per the format given in Appendix -I

| Sl no | Basic Requirements | Specific Requirements | Documents/Information to be provided in the submitted proposal |
|-------|--------------------|--|---|
| 1 | Legal Entity | The Bidding firm should be incorporated under Indian Companies Act 1956 or 2013. The firm must have been registered on or before 31st August 2019. | Certificate of incorporation Copy of registration certificate under Private Securities Agencies (Regulation) Act (PSARA) (Valid License as on Date) PAN of Entity Copy of GST Registration certificate Copy of EPF Registration Certificate Copy of ESIC Registration Certificate Detail of registration with the Labor Commissioner IT Returns for the last 3 consecutive financial years (F.Y. 2021-22, 2022-23 & 2023-24) |

| | | | |
|---|-----------------------|---|---|
| 2 | Geographical Presence | Office in Patna. | Address Proof |
| 3 | Blacklisting | The firm should not have been blacklisted by the Government or Government Entity in the last 3 years ending with 31st March 2024 & till the date of submission of the Bid. | The organization will have to submit a self-declaration with the following clauses:- 1. It has not been blacklisted by any Government/Autonomous/Any other Organization 2. The organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. |
| 4 | Annual Turnover | The firm must have an average annual turnover of Rs 3.00 Crore in the last three years | Copy of Audited Profit & Loss Account of last three financial Years (FY 2021-22, FY 2022-23 and FY 2023-24) |
| 5 | Major Clients | At least one clients having minimum annual billing of Rs. 30.00 lakh (exclusive GST) during last three years | Copy of such Work Order/s |
| 6 | Technical Capability | The Service Provider Agency should have experience of five years' in providing security services to at least two Government Departments, Public Sector Undertakings, Banks, Insurance Companies, Academic Institution etc. in Bihar preferably at Patna | a) Year-wise copy of Work Order or, b) Work Completion Certificates |
| 7 | Manpower Strength | The Service Provider have at least 100 Manpower on its roll. | The bidder has to submit copy of EPF/ESI return and proof of payment of wages for three months (June, July & August 2024). |
| 8 | Authorized Signatory | A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. | Power of Attorney on Letter Head mentioning name, designation, contact number, and email id, signed by the competent authority of the firm |
| 9 | Bid Security | | The participating bidders have to submit a bid security of Rs 10,000 by cheque at the time of submitting the bid. It should be drawn in favour of Development Management Institute. |

Note: Please attach a quality accreditation certificate, if any.

5.5 Financial Bid

The Interested Bidder has to submit the financial quote in the prescribed format as given in Appendix III with Commercial Proposal covering letter in the format as given in Appendix II as part of Financial Bid.

5.6 Authentication of Bid

All documents forming part of Technical Bid & Financial Bid needs to be authenticated by the authorized signatory.

5.7 Late Bids

- a. Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained. The bids submitted by e-mail shall not be entertained.
- b. DMI shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents.

5.8 Right of cancellation/rejection of Bid/Proposal

- a) DMI reserves the right of cancellation of Bid at any stage without assigning any reason.
- b) DMI reserves the right to reject any or all proposals received in response to this RFQ without assigning any reason and to negotiate with any other agency/ firm in any manner deemed fit in the best interest of DMI.

6.0 Tender Evaluation

Initial scrutiny of the bid shall be done and the proposal shall be treated as non-responsive if found incongruous in terms of:-

- I. Having not submitted in the format as specified in the RFP document.
- II. Received without the Letter of Authorization (Power of Attorney).
- III. Found with suppression of details.
- IV. Submitted without the documents requested in the checklist.
- V. Having incomplete information, subjective, conditional offers and partial offers submitted.
- VI. Having non-compliance of any of the clauses stipulated in the RFP.
- VII. Not deposited the Bid Security amount

All responsive bids will be considered for further processing as per the steps given below.

- (i) First the Technical Proposal will be evaluated and only those bidders who meet the requirements will be eligible for the next set of evaluations.
- (ii) Commercial Proposal (without opening) of Bidders who do not meet the Prequalification criteria will not be opened.
- (iii) The lowest bid among financial bids will be awarded the contract. The bidder is expected to quote a practical **workable rate for service charges** which would support them to execute the contract smoothly, if awarded.
- (iv) The agency shall demonstrate a business model that does not compromise the minimum wage levels along with other statutory obligations of employees posted under the contract.
- (v) Proposals of bidders would be evaluated as per Technical Evaluation Criteria and financial evaluation criteria. Agencies/firms should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in the absence of which their proposals will be rejected summarily at the qualification stage itself.



7.0 Letter of Award, Performance security & execution of agreement

DMI will consider various features like the professional standing of the agency/ firm, as evidenced by its date of inception, structure, governance, the record of past service to institutions/ organizations similar to DMI, financial soundness of the firm, quality and availability of human resources as evidenced by their professional certification and past record, employee welfare measures extended by the firm, flexibility and responsiveness of the firm, rate quoted by the agency/ firm, etc. before awarding of the contract. DMI will issue a letter of award to the successful bidder.

The selected bidder would be required to Deposit an interest free Performance Security for a value equivalent to @10% of the total work order (excluding GST) in form of Demand Draft/ Cheque/NEFT/RTGS in the bank account of DMI within the period of as may be stated in the letter of Award. The Bid Security amount deposited by the successful bidder will be adjusted against the Performance Security amount. The Bid Security amount of the other unsuccessful amount will be returned. The performance security amount will be settled after the completion of the contract including an extended period, if any.

DMI reserves the right to negotiate with the successful bidder. On this basis, the draft contract agreement would be finalized for award and signing.

Failure of the successful Bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award. The amount of Bid security will be liable for forfeiture. DMI may award the contract to the next best value bidder to award in L1 rate or call for new bids.

8.0 Bill Payment and Other Statutory Obligations

- (i) The service-providing agency/ firm will raise and submit the monthly bills for the persons deployed on the various premises of the institute during the last month based on attendance maintained by the firm in a manner agreeable to DMI.
- (ii) The Service Provider shall release the monthly wages only in the bank account to the persons deployed within the first week of the next month and will share the wage slip. The payment made in cash will not be entertained. The wage slip and bank statement showing transactions relating to the release of salary must be enclosed with the monthly bill.
- (iii) The agency will not deduct any charges over and above the amount specifically mentioned in the financial quote towards recruitment/registration charge, uniform charge, torch, umbrella, whistles & stick etc. by whatever name called. However, service provider will deduct the employee's contribution to EPF & ESIC.
- (iv) The service provider shall deposit EPF and ESIC contributions of both employer and employee within the prescribed due date of the month.
- (v) The service provider shall enclose the supporting documents along with the monthly bill to the DMI. DMI will reimburse the employer's contribution to EPF and ESIC only.
- (vi) The Service provider is required to pay the Salaries/Wages on first i.e. on their own and then claim payment from DMI.
- (vii) Tax will be deducted at source as applicable under the Income tax Act and GST Laws, against the monthly payment from DMI to the Service Provider.
- (viii) The rate shall be valid throughout the contract period including the extended period and during this period no price escalation shall be entertained by DMI. However, the Institute will agree to pay the amount in compliance with the minimum wage revision & statutory obligation.
- (viii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty

whenever becomes payable, the same shall be deducted by DMI from the payments due to the Service Provider.

- (x) Service provider shall abide by the PASRA Act, Minimum wages Act, Contract labor Act etc. as applicable from time to time for man power employed for undertaking the services.
- (xi) Service provider shall also be required to ensure that the entitled leave as per labor laws, bonus, reliever, gratuity etc, are made available to security man power.
- (xii) DMI will require the evidence of release of all items other than the Agency Commission, mentioned in the bill.

9.0 Penalties and Termination

The Service Provider shall be responsible for faithful compliance with the terms and conditions of the agreement that will be executed after the award of the contract. In case of non-compliance of Service obligations, a penalty per default will be imposed as per the penalty clause of that agreement. In case of three Consecutive defaults against the same events, the contract will be liable to be cancelled. However non-delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

If at any stage (even after the award of the contract), it is established that the documents/information submitted by the Service Provider Agency is false, it would be deemed to be a breach of terms of the agreement making it liable for legal action against service providing agency apart from termination of the contract forthwith.



Appendix I

Letter of Proposal (on Bidder's Letter pad)

To,

Purchase coordinator

Development Management Institute

2nd Floor Udyog Bhawan,

Gandhi Maidan, Patna -800004.

Date:

Subject: Submission of the Technical bid (Including the details of Pre-qualification Criteria) for

Dear Sir,

We, the undersigned, offer to provide solutions to the DMI on with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our proposal, which includes this Technical bid (Including the details of Pre-qualification Criteria) in one envelope and the Financial Bid sealed in another envelope. We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 60 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt, or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

This is to certify that _____Nos (_____In Words) of pages including the cover page have been submitted in the Technical Bid & _____Nos (details of Unit numbers to be given) of units applied in the bid.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal :

Date :

Appendix II

Commercial proposal Covering letter (on Bidder's Letter pad)

To,
Purchase coordinator
Development Management Institute
2nd Floor Udyog Bhawan,
Gandhi Maidan, Patna -800004.

Subject: Submission of the Financial bid

Dear Sir,

We, the undersigned, offer to provide the implementation services for < Title of Implementation Services> in accordance with your Request for Proposal dated < Date> and our Proposal (Technical and Financial Proposals).

1. Price and Validity

- a) All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 60 calendar days from the date of opening of the Bid.
- b) We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- c) We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. Unit Rate

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

3. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. Tender Pricing



We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. Qualifying

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

6. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

7. Performance Security

We hereby declare that in case the contract is awarded to us, we shall submit the Performance security in form of Demand Draft or electronic bank transfer to bank account of DMI.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,
We remain,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Official Seal:



Appendix – III

Cost of deployment of one person in a single shift (08:00 Hours of services) for a complete month

| | Gender | Security Guard (Rs.) (Semi Skilled) | Security Supervisor/Caretaker (Rs.) (Skilled) |
|-----------|--|--|--|
| 01 | Minimum wages Per Shift | | |
| 02 | Employer's contribution to EPF | | |
| 03 | Employer's contribution to ESIC | | |
| 04 | Leave Salary | | |
| 05 | Bonus | | |
| 06 | National Holiday Allowance | | |
| | Sub-Total (A) | | |
| 07 | Relievers Charges | | |
| | Sub-Total (B) | | |
| 08 | Agency Charges | | |
| | Sub-Total (C.) | | |
| 09 | GST (D) | | |
| 10 | Landing cost (A+B+C+D) | | |
| 11 | One time Charge, if any (please specify) | | |

Authorized Signature:

Name and Title of Signatory:

Official Seal:



