

**REQUEST FOR PROPOSAL**

**FOR SELECTION OF AGENCY FOR  
OPERATION AND MAINTENANCE OF KALYAN MANDAP  
AT CHORADA, JAJPUR ROAD**



ISSUED BY

**KALINGA NAGAR DEVELOPMENT AUTHORITY**

AT-UMAPADA, P.O-F.C.PROJECT, JAJPUR ROAD, DIST-JAJPUR, PIN 755020

Phone: 06726 -223652 (FAX), Mail ID: [kndajprd@gmail.com](mailto:kndajprd@gmail.com)

## Schedule of Bidding Process

Period of availability of RFP document: **20/10/2017 to 03/11/2017**  
(Downloadable from website: [www.kndajprd.nic.in](http://www.kndajprd.nic.in))

Last date for submission Proposals: **03/11/2017 by 5.00 PM.**  
(Through Speed Post/Registered post/Courier only)  
No drop box facility available and no hand delivery is allowed)

Place of submission of Proposals: Secretary  
Kalinga Nagar Development Authority,  
At- Umapada, P.O- F. C. Project, Jajpur Road,  
Dist- Jajpur, PIN-755 020

Date and Time of opening of  
Technical Proposals: **08/11/2017 at 11.30 AM**

For further information: Secretary  
Kalinga Nagar Development Authority,  
At- Umapada, P.O- F. C. Project, Jajpur Road,  
Dist- Jajpur, PIN-755 020

Phone: 06726-223652  
E.mail : [kndajprd@gmail.com](mailto:kndajprd@gmail.com)

### **1. Kalinga Nagar Development Authority – An Introduction**

In the year 1992 the Government of Odisha decided to establish the Second Steel Plant near Duburi in the district of Jajpur basing on the potentiality of the region & locational advantages. Accordingly the State Government notified proposal for setting up large and medium size industries in this region from perspective entrepreneurs. To the effect the State Government received a good number of responses from entrepreneurs. The State Government also felt that the establishment of industries will bring a radical change of the existing physical & socio-economic region by generating direct and indirect employment opportunity and various ancillary activities. Accordingly the State Government constituted the Kalinga Nagar Development Authority in the year 1993 consisting of 83 revenue villages. Subsequently keeping the rapid growth of the town in view, the State Government expanded its area up to 458.78 Sq.km consisting of 161 revenue villages in the year 2014. The area is well connected with rail, road, air and port.

### **2. Project Background**

Kalinga Nagar Development Authority (KNDA) intends to enter into a Public-Private-Partnership (PPP) arrangement for operating the Kalyan Mandap at Chorada, Jajpur Road and also maintaining the same for a certain time period in a professional manner. KNDA invites sealed proposals from reputed private operators for Operation and Maintenance of the **Kalyan Mandap at Chorada, Jajpur Road**. KNDA proposes to award rights to collect user charges to allow the successful bidder to recover the investments and expenses related to Operation and Maintenance of the Kalyan Mandap. For this purpose KNDA shall enter into an Authorisation Agreement with the successful bidder for a period of **3 (three) years**.

### **3. PPP Project Structure**

In brief, the proposed structure of the project is as follows:

- a) KNDA shall handover the Kalyan Mandap to the successful bidder for Operation and Maintenance for the entire Authorization period (i.e. **3 years**).
- b) The successful bidder shall professionally run the Kalyan Mandap and would be responsible for operation and maintenance, repair of fittings / fixtures etc of the

Kalyan Mandap (including car parking area, Open area, Generator sets, etc) for the prescribed Authorisation Period.

- c) The successful bidder shall be free to charge the end users towards booking for Marriage and other social gatherings/ parties etc. according to the conditions laid down in the Authorisation Agreement.
- d) The successful bidder shall be required to pay a yearly premium for the entire Authorisation period to KNDA. The selection of the successful bidder from among the eligible bidders responding to this RFP shall be made on the basis of the highest yearly premium offered to KNDA. On further extension of agreement for another period of three years, there will be a revision of 20% increase in the premium amount offered by the operator to KNDA. However, KNDA shall have the right to increase the premium amount above 20% if it feels economically justifiable. The operator shall pay the entire first year's premium to KNDA before signing the authorization agreement and from next year onwards the revised premium amount as decided by KNDA shall be paid within the first week of January.
- e) KNDA shall enter into an Authorisation Agreement with the successful bidder.
- f) The Kalyan Mandap along with all the fittings/fixtures etc. shall be handed over back to KNDA free of cost by the successful bidder after the expiry of the Authorisation period or on termination of the Authorisation Agreement.

#### **4. Authorisation Period**

The contract shall be valid for a period of **3 (three) years** commencing from the date of execution of the Authorisation Agreement. However, KNDA reserves its right to review and extend the same after completion of the said period. KNDA officials shall make regular visits to the Kalyan Mandap and shall also take citizen's feedback about the facilities provided by the selected bidder, the behavior of the staff etc. At the end of agreement period KNDA shall review the performance of the selected bidder and if found unsatisfactory, it may terminate

the Authorization agreement. On successful operation & maintenance, the agreement shall be extended by a further period not exceeding three years.

**5. Off set Price**

The offset price for yearly premium for the Kalyan Mandap at –Chorada, Jajpur Road is **INR 10,00,000/-**.

**6. Safety Code and Safety Rules**

- First aid facility shall be maintained in a readily accessible place of the Kalyan Mandap.
- Fire safety measures shall be maintained within the Kalyan mandap building
- No paint containing lead / lead products shall be used except in the form of paste or readymade paint.

**7. Place of Work and Visit to Site**

Interested bidders shall visit the Kalyan Mandap and make themselves thoroughly acquainted with present conditions of the Kalyan Mandap and make their own assessments required before quoting for the RFP. A Brief on the Kalyan Mandap along with its facilities at Chorda, Jajpur Road is as given below;

<b><u>Kalyan Mandap at Chorada, Jajpur Road</u></b>	
Area	1.04 Acres
Location	Chorada, Jajpur Road (Stadium Road near Water Tank)
No. of Floors	1 (one)
Area of Ground Floor	10, 741 Sq.ft
Entry Gates	1 (one)
Area for Car Parking	Open parking area as available

The Successful Bidder shall ensure that,

- The **Kalyan Mandap** is kept clean and tidy, to the satisfaction of KNDA at all times,
- Garbage is collected timely and disposed off immediately thereafter,
- No child labour is deployed,

- The Successful Bidder shall remain responsible for security, safety, discipline, any losses incurred, any accidents and KNDA stands indemnified by the successful bidder against all above.

## 8. Eligibility Criteria

8.1. For participating in this bidding process, the Applicants would require to comply with the following criteria:

- The Applicant should be either a **Individual/ Partnership firm/ Company** registered under relevant acts;
- The Applicant having experience of operating and maintaining of **commercial building/hotels/banquet halls etc** of at least **1** similar ongoing/ completed project shall be preferred.
- The Applicant should have minimum **average annual turnover of Rs. 50 lakh** over last **3 (three)** Financial Years i.e., **Financial Year 2014-15, 2015-16, and 2016-17;**

8.2. **No** consortium of Applicants will be eligible for submission of proposal

8.3. Even if an applicant firm satisfies the above requirements, it will be subject to disqualification, at any stage of this selection process, if it has :

- a. Made a false representation in the form, statement and attachments required in the Registration documents;
- b. Record of poor performance;
- c. If it has been convicted by any court of law.

8.4. An Applicant must not have, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.

## 9. Termination of Contract

KNDA may at its sole discretion terminate the engagement of the selected Operator without assigning any reasons whatsoever. KNDA, in doing so, shall intimate the Operator in writing. The decision of KNDA in this matter shall be final and binding. Either of the parties can terminate the agreement giving a notice period of 1 (one) month.

**10. Responsiveness of Bid**

The Bids submitted by Bidders shall be initially scrutinised to establish “**Responsiveness**”. A Bid may be deemed “**Non-responsive**” if it does not satisfy any of the following conditions:

- a) It is not received by the due date and time as specified in the RFP;
- b) It does not contain sufficient information for it to be evaluated and / or is not in the formats specified;
- c) It is not signed and / or sealed in the manner specified in the RFP;
- d) It is not accompanied by a Valid Bid Security;

The Bid shall be considered to be substantially responsive if it conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which;

- a) Affects in any substantial way, the scope, quality, or performance of the Project,  
or
- b) Limits in substantial way, inconsistent with the RFP document, KNDA’s rights or the Bidder’s obligations under the Authorisation Agreement, or
- c) Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

A bid once declared as “non-responsive” and rejected, cannot be made responsive by the bidder having corrected or withdrawn the non-confirming deviation or reservation.

## 11. Selection Methodology and Award of Work

Procedure for the award of work shall be as follows:-

- KNDA shall invite bids, in **two** separate sealed envelopes;
- One envelop shall have the **Technical Bid** and the other shall contain **Financial bid**;
- All the Technical Bids so received shall be evaluated by KNDA, and the Financial bids of only the technically qualified bidders will be opened for evaluation;
- The Successful bidder will be selected based on the **highest yearly premium** offered to KNDA by the technically qualified bidders.
- KNDA will communicate the successful bidder through a Letter of Award (LoA) along with the draft contract agreement;
- **Evaluation of Technical Bid:**
  - i) Experience :

1 year -5 years	= 5 marks
6 years -10 years	= 10 marks
Above 10 years	= 15 marks
  - ii) Average Annual Turnover:

50 lakh- up to 1 crore	= 5 marks
1Crore – 2 Crore	= 10 marks
More than 10 Crore	= 15 marks

## 12. Final decision making authority

KNDA reserves the right to accept or reject any application and to annul the process and reject all proposals at any time without assigning any reason thereof and without thereby incurring any liability to the affected bidder or without informing the bidders of the grounds for such action.

## 13. Submission Requirement

### a. Technical Proposal

The **Technical Proposal** shall contain the following



- a) Covering Letter;
- b) Information of Applicants as per **Schedule 'A'** along with all supporting documents;
- c) Information on prior Experience as per **Schedule 'B'** along with all supporting documents
- d) Undertaking Form as per **Schedule 'C'**
- e) A non-refundable document fee of **Rs 10,500** /- (including VAT) in the form of a demand draft drawn from any Nationalized Bank of India in favor of **Secretary, Kalinga Nagar Development Authority** and payable at Jajpur Road.
- f) A refundable Earnest Money Deposit (EMD) of **Rs.1,00,000** /-(Rupees One Lakh Only) in the form of Bank Guarantee shall be submitted along with the Technical Bid in favor of **Secretary, Kalinga Nagar Development Authority, Jajpur Road.**
- g) The EMD of the successful agency shall be returned after the execution of the Authorization Agreement between KNDA and the successful bidder. No charges shall be payable on this account. The EMD of the unsuccessful agencies shall be returned immediately after the execution of the Authorization Agreement between KNDA and the successful bidder
- h) All the pages of the proposal shall be signed by the Authorized signatory of the bidder;

All Applicants shall strictly follow the above submission requirement along with its related supporting documents during submission of the Proposal. Short or non submission of desired information and deviation in submission formats for any/ all of the above information may be the reason for rejection of the application for this bidding process.

**Note: The selected bidder shall submit a D.D/Bankers Cheque equivalent to 20% of the quoted premium by the selected Agency before execution of the Authorization Agreement between the Selected Agency and KNDA. After the end of each agreement period the selected Agency shall have to renew the performance security and shall always be 20% of that year's premium to KNDA not exceeding three years.**

**b. Financial Proposal**

Financial bid would be the **lump sum yearly premium** quoted by the bidders.

The format (Schedule- D) for financial bid is provided along with this RFP.

**14. Language of Application**

The language of the Application as well as the supporting documents shall be in English.

**15. Submission of Proposal - Packing, Sealing and Marking**

The Proposal must be inserted in sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in "**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE OF KALYAN MANDAP AT CHORADA, JAJPUR ROAD**". The sealed envelope shall contain two separate sealed envelopes containing **Technical Proposal** and **Financial Proposal**.

The Proposal shall be addressed to KNDA, Jajpur Road at the following address:

**Secretary,  
Kalinga Nagar Development Authority,  
At- Umapada, P.O- F.C. Project,  
Jajpur Road, Dist- Jajpur, PIN- 755020**

*If the envelope is not sealed and marked as mentioned above, KNDA will not be responsible for any misplacement or premature opening. (Telex, cable or facsimile RFP will be rejected).*

**16. Number of Proposals**

An applicant is eligible to submit only one Proposal.

**17. Proposal Submission Date**

Proposal submitted in all respect must reach KNDA at the specified address on the scheduled date through Speed / Regd. Post or Courier. Hand delivery of proposals is not allowed. If the specified date for the submission of Proposal is declared as a holiday for KNDA, Jajpur Road, the Proposal will be received up to the appointed time on the next working day.

**18. Late Submission:**

Proposal received after the deadline for submission prescribed by KNDA will be rejected.

**19. Modifications and Withdrawal of Proposal**

No modifications to the Proposal shall be allowed once it is received by KNDA, Jajpur Road.

**20. Amendments to the RFP**

1. At any time prior to the last date for receipt of bid as indicated in the RFP Time Schedule, KNDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda.
2. Any addendum thus issued would be in writing and sent to all the Bidders who have received and acknowledged the RFP document and shall be binding upon them. Bidders shall promptly acknowledge receipt thereof to KNDA.
3. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, KNDA may, at its discretion, change the last date for receipt of Bid.

**21. Jurisdiction**

All disputes arising out between the parties for this work shall be subject to the jurisdiction of the appropriate court at Jajpur Road, India and will be governed by the laws of India.

**Covering Letter**

To,

**The Secretary**

**Kalinga Nagar Development Authority**

**At- Umapada, P.o- F.C. Project, P.S- Jajpur Road,**

**Dist- Jajpur – 755 020**

Dear Sir,

**Sub: TECHNICAL PROPOSAL FOR “SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE OF KALYAN MANDAP AT CHORDA, JAJPUR ROAD”.**

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the RFP Document issued by KNDA. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents for participating in the RFP process for the above project.

We acknowledged that we have not, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract. We confirm that the validity of the bid is 180 days from the last date of submission of proposals.

We also hereby enclose the Tender document fee of **Rs. 10, 500/-** (including VAT) in the form of a Demand Draft in favor of Bhubaneswar Development Authority and the bank guarantee of **Rs. 1,00,000/-** (One Lakh only) towards earnest money deposit.

We understand that BDA reserves the right to reject any application without assigning any reason thereof.

**(Signature of Authorized Person)**

Date:

**Schedule 'A'**

**Information of Applicants**

Name of the Applicant (In full): .....

Name of the Contact Person: .....

Address: .....

Telephone no: .....

E-mail address: .....

Year of incorporation: .....

(Certificate of Registration to be furnished)

Details of PAN: .....

(Copy of PAN Card to be furnished)

Details of Service Tax Registration No.: .....

(Copy of Service Tax Registration to be furnished)

Annual Turnover:

FY 2014-15: .....

FY 2015-16: .....

FY 2016-17: .....

**\*(Copy of Audited Annual Accounts is mandatory as supporting documents for Annual Turnover)**

**(Signature of Authorized Person)**

Date:

**Schedule 'B'**

**Format for Applicant's past Experience of Relevant works**

1.	Name of the work	
2.	Description of the work	
3.	Location	
4.	Name of Client	
5.	Duration of the contract	
6.	Contract Model	
7.	Other Information relating to Project	

\*Note: Copy of Work orders / Completion Certificate, should be furnished for each of the above projects

**(Signature of Authorized Person)**

Date:

**Schedule 'C'**

**Undertaking**

We (***the name of the firm/ Applicant***) have not, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract.

**(Signature of Authorized Person)**

Date:

**Note: The Applicant shall declare the same in the form of an Undertaking on a stamp paper of INR. 10.**

**FINANCIAL PROPOSAL**

To,

The Secretary

Kalinga Nagar Development Authority

At- Umapada, P.o- F.C. Project, P.S- Jajpur Road,

Dist- Jajpur – 755 020

**Sub: FINANCIAL PROPOSAL FOR “SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE OF KALYAN MANDAP AT CHORDA, JAJPUR ROAD.**

We, the undersigned, offer to provide operation and maintenance of the Kalyan Mandap at Chorda, Jajpur Road in accordance with your RFP.

Please find below our Financial Bid in respect to our obligation according to the terms and conditions laid down in the RFP for **“SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE OF KALYAN MANDAP AT CHORDA, JAJPUR ROAD”**.

**Yearly Premium to be paid to KNDA**

<b>In Figures</b>	<b>Amount in Words</b>

**The above figures shall be exclusive of all applicable taxes.**

Our Financial Proposal shall be binding upon us for the project and this proposal would be valid for 180 days from the last date of submission of Proposals. The Financial Proposal is without any condition.

Signature of Applicant

Name: -

Date:

Place: