

REQUEST FOR PROPOSAL

SELECTION OF AGENCY FOR PROVIDING PROFESSIONAL MANPOWER TO KALINGA NAGAR DEVELOPMENT AUTHORITY



ISSUED BY

KALINGA NAGAR DEVELOPMENT AUTHORITY

**AT-UMAPADA, P.O-F.C.PROJECT, JAIPUR ROAD, DIST-JAIPUR, PIN 755020
Phone: 06726 -223652 (FAX), Mail ID:**

KALINGA NAGAR DEVELOPMENT AUTHORITY

Schedule of Bidding Process

Period of availability of RFP document:	: 24/01/2023 to 07/02/2023 (Downloadable from website:)
Name of the present required professional Post	: Architectural Assistant (One) Junior Engineer (One) Enforcement Asst (two) Junior Asst (one)
Last date for receipt of proposals	: 07/02/2023 at 5.00 PM Last date for receipt of proposals (Through Speed Post / Registered Post / Courier. No drop box facility available and hand delivery is not allowed)
Place of submission of proposals	: Secretary Kalinga Nagar Development Authority At- Choarda, P.o- F.C. Project, Jajpur Road, Dist Jajpur, PIN- 755020
Date & Time for opening of General & Technical Proposals	: 09/02/2023 at 11.30AM
Date & Time for opening of financial Proposal	: To be informed later
Place for opening of both the bids	: Kalinga Nagar Development Authority At- Chorda, P.o- F.C. Project, Jajpur Road, Dist- Jajpur
For Further information	: Secretary Kalinga Nagar Development Authority, At- Chorda, P.o- F.C. Project, Jajpur Road, Dist Jajpur E.mail: Kndajprd@gmail.com

PROJECT INFORMATION AND GENERAL CONDITION OF CONTRACT

PROJECT INFORMATION

1. 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. Background

Kalinga Nagar Development Authority (KNDA) is in the process of hiring a reputed professional manpower provider agency to supply professional manpower in various section of KNDA on consolidated remuneration basis with fixed tenure contracts. KNDA wants to engage the said Agency for a period of 3 (three) years for the required service. Apart from the present required manpower, the Agency shall supply other professional manpower as and when requested by KNDA from time to time as per the mutually agreed terms and conditions. In this regard, agencies having skills, capacities and experience in supplying high quality professionally skilled manpower and interested in providing these services to KNDA are invited to submit their Technical and Financial Proposals.

3. Scope of Work

Task- A: Supply of Professional Manpower

- The selected Agency shall provide professional manpower of requisite qualification and experience as required by KNDA. The professional manpower i.e. professionals shall be stationed in KNDA, Jajpur Road.
- The professional would be required for various levels of posts. It may be noted that KNDA will fix a consolidated remuneration (all inclusive) for each of the professional required. This will be on the basis of approved remuneration of such professionals. The selected candidates shall be on the pay-roll of the selected Agency. The Agency shall be responsible for payment of this fixed emolument to the personnel every month on time.

- The list of positions as and when required to be filled in KNDA shall be given to the Agency in the form of Work Order as per the need /requirement from time to time during the contract period and the company shall always complete the tasks given in the work order within one month from the date of issue of work order.
- The Agency will give a list of shortlisted candidates, which is at least 1 and maximum 3 candidate against one required positions. This list shall be accompanied with updated resume/CVs of the candidates. This should be done within one month from the issuance of the letter of request/ work order. KNDA after interviewing the candidates may recommend the suitable candidate for placement by Agency in KNDA.
- KNDA will provide necessary office space to the manpower engaged.

Task- B: Replacement of Professional Manpower

- In case of non-compliance of contract clauses and poor performance of professionals, penalty in the form of deduction from retainerhip fee shall be levied by KNDA. Generally, timelines would be fixed for different assignment and non-completion within time limit will be considered as poor performance. In case of poor performance, KNDA shall ask the selected Agency to withdraw the consultant through a letter and a replacement will be provided by the Agency to the satisfaction of KNDA within 1 (one) month from the issuance of the letter.
- The agency will be responsible to conduct a thorough Antecedent Verification of the professionals to be deployed, and submit an undertaking letter regarding the verification of the same.

Task- C: Supervision and monitoring

- The agency shall supervise and monitor the professional manpower engaged in KNDA on a regular basis. The Agency shall at all times indemnify and agree and undertake to defend and hold KNDA, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of the agreement executed between KNDA and the Agency.

4. Contract Period

The Contract period with the selected Agency shall be valid for a period of three years from the date of execution of the contract agreement. The KNDA reserves its right to review the services of the selected Agency. If KNDA is satisfied with the services in supply of manpower of the Agency during the first authorization period of 3 years, the KNDA may consider to extend the contract period for another period of three years.

5. Signing of Agreement

Selected Agency will have to sign a Contract Agreement with KNDA within 7 days from acceptance of Letter of Award.

6. Default of service

Violation and/or Refusal and/or non-Performance towards any of the obligations described in scope of Services would be treated as default of service by the selected Firm. Upon default of service, upon default service, KNDA would reserve the right to forfeit the payment outstanding (if any) for the said till that particular stage. In addition, KNDA would also have the right to terminate the Agreement with the selected firm.

SUBMISSION FORMALITIES & BID EVALUATION METHODOLOGY

Submission Formalities

7. Format and Signing of Proposal

The proposal shall be submitted in two parts –

- **Part A – General & Technical Proposal**
- **Part B - Financial Proposal**

The proposal shall be typed or written in indelible ink and shall be signed by the applicant or a person or persons duly authorized. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the proposal prior to opening of the same.

8. Minimum Eligibility Criteria

For participating in this RFP process, the Bidder would be required to comply with the following criteria:

A. General Criteria :

- a) The agency shall be a company as per the Companies Act 1956 (Attach copy of the Registration Certificate of the organization). The Registered Office or one of the Branch offices of the Manpower Company/ Firm/ Agency should be located in Odisha. Adequate proofs to be submitted.
- b) The Agency should have experience of providing manpower to Public Sector Companies/Banks/ Government Department in last 3 years. Proof of such experience in the form of work-orders issued from the organizations with number of persons deployed by the agency in each such case to be attached.

c) The Agency should be registered with GST Department. (Attach copy of GST Registration Certificate) and Income Tax Department (Copy of last 3 years income tax return duly certified by CA for last three FY i.e. 2019-20, 2020-21 & 2021-22 and copy of PAN Card and TAN Card to be submitted).

d) The Agency should not be blacklisted by any Government Department/Private Agency. A self-declaration of non-blacklisting shall be submitted.

e) The Agency should have ESIC and EPF registration under relevant statutory provisions. (Attach copy of valid EPF & ESI Certificate).

f) The Agency should have valid labour licence (copy to be attached)

g) The Agency shall submit certificate extracts of the bank account containing transaction of last three years.

N.B: *No consortium is allowed.*

B. Technical Criteria:

Agencies will be qualified only if they have similar work experience i. e as, "Human Resource supply Agency for supply of Professional Manpower to Public Sector Companies/Banks/ Government Department during last three years.

- At least one work for minimum 100 nos. manpower (without Security guard) for a minimum period of 1 year,
or
- At least two works for minimum 50 nos. (without Security guard) manpower for a minimum period of 1 year,
or
- At least three works for minimum 25 nos. (Without Security guard) manpower for a minimum period of 1 year.

Notes:

The proposals of the Agencies will be evaluated as per the technical and turn over criteria subject to fulfillment of the general criteria. The applicants shall submit details of similar work experience in the Performa of Annexure-II & III along with documentary proof such as client's certificates clearly indicating the required details as numbers of different categories of professional manpower supplied, commencement and actual completion date and contract amount payable etc. In addition they will be required to submit list showing name & address, category of manpower supplied in support of his work experience. The offers submitted without this documentary proof shall not be evaluated. Joint venture is not allowed.

C. Turnover Criteria:

The applicant must have an average annual Turnover of at least INR 5 crores or above during the last three financial years i.e., 2019-2020, 2020-2021, 2021-2022.

Notes:

Turnover for last three financial years i.e., 2019-2020, 2020-2021, 2021-2022 has to be submitted by the tenderer in Annexure-II along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. If the applicant mentions Turnover for financial years other than 2019-2020, 2020-2021, 2021-2022, then the proposals will be rejected.

9. Number of Proposals

A bidder is eligible to submit only one proposal for this project.

10. Tender Document Fee

Non-refundable Tender Document (downloaded from [www.knnda.org](#)) cost in shape of Demand Draft/Pay order from any scheduled commercial bank in favour of 'Kalinga Nagar Development Authority, Jajpur Road' payable at Jajpur Road for INR 1,770/- (Rupees one thousand seven hundred and seventy only) is to be furnished by the bidder along with the technical Bid. Bid without the 'Requisite tender Document cost shall be treated as non-responsive and rejected. The mentioned Tender cost is inclusive of the GST of 18%.

11. Earnest Money Deposit (EMD)

EMD in shape of Demand Draft / Pay order from any scheduled commercial bank in favour of 'Kalinga Nagar Development Authority, Jajpur Road' payable at Jajpur Road for INR 50, 000/- (Rupees Fifty thousand only) is to be furnished by the bidder along with the Technical Proposal. Proposals without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in KNDA, Jajpur Road is allowed. Unsuccessful bidder's EMD will be discharged / returned within 30 days from the date of execution of the agreement between KNDA and the selected firm. No interest will be paid on EMD. The EMD of the successful bidder shall be returned immediately execution of the contract agreement with KNDA. The EMD may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of validity of the Bid
- (b) in case of a successful bidder, if the bidder fails to execute the work assigned

12. Validity of Bid

Proposal shall remain valid for 180 days from the last date of submission of Proposal. A Proposal valid for a shorter period shall be rejected as non-responsive.

13. Disputes

All legal disputes are subject to the jurisdiction of Jajpur Road court only.

14. Addendum / Corrigendum / Notice

Any Addendum / Corrigendum / Notice etc. for this assignment issued by Kalinga Nagar Development Authority will be hosted only on the website www.knnda.org

15. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the firm has:

- a. made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism;
- b. received all relevant information requested from KNDA;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of KNDA;
- d. satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e. agreed to be bound by the undertaking provided by it under and in terms thereof.

KNDA shall not be liable for any omission, mistake or error on the part of the firm in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the KNDA.

16. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document, KNDA reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

KNDA, also, reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the firm does not submit sufficient information as being asked for

17. Submission of Proposal - Packing, Sealing and Marking

The General & Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- **Part-A** - Technical Proposal as per the Format attached RFP in the Annexures-I, II, III of this RPF.
- **Part-B** - Properly sealed Financial Proposal in this specified format as per Annexure-IV.

The envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following:

"SELECTION OF MANPOWER AGENCY FOR PROVIDING PROFESSIONAL MANPOWER TO KALINGA NAGAR DEVELOPMENT AUTHORITY"

The Applicant's Name & address shall be mentioned in the left hand corner of the outer envelope. The inner and outer envelopes shall be addressed to KNDA at the following address:

**Secretary
Kalinga Nagar Development Authority
At- Chorda, P.O- F.C.Project
Jajpur Road, Dist- Jajpur
PIN- 755 020**

If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then KNDA will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by KNDA to the eligible applicants. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.

18. Amendment / Modification

At any time prior to the deadline for submission of Proposal, the KNDA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify any of the terms mentioned in this invitation document by the issuance of Addendum/ Amendment. All such amendments/ addendum will be circulated to the bidders and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, the KNDA may, in its sole discretion, extend the Proposal Due Date.

19. Penalty

In case of non-compliance of contract clauses and poor performance of professionals, penalty in the form of deduction from retainer ship fee shall be levied by KNDA. Generally, timelines would be fixed for different assignment and non-completion within time limit will be considered as poor performance. In case of poor performance KNDA shall ask the selected Agency to withdraw the consultant through a letter and a replacement will be provided by the agency to the satisfaction of KNDA within 15 (fifteen) days from the issuance of the letter.

20. Language

The Proposal and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this invitation document.

21. Bid Submission Due Date

Duly sealed proposal from the bidder filled in all respect must reach KNDA at the address, time and date specified in the RFP through Speed / Regd. Post or courier. 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. Hand delivery is not allowed.

22. Late Submission

Proposal received after the deadline for submission prescribed by KNDA will not be entertained and be rejected.

23. Modifications and Withdrawal of Proposals

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

24. Bid Opening Date

KNDA will open all technical bids (i.e. envelope of Part-A), in the presence of authorized representatives who choose to attend, at the date and time mentioned and in the following location:

**Office of KNDA,
At- Chorda, P.O- F.C.Project
Jajpur Road, Dist- Jajpur-755 020**

The representatives of bidders who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for KNDA, The proposal shall be opened at the appointed time and location on the next working day. The authorized representative of the bidding firm with the letter of authorization shall be allowed in the meeting for the said project.

Bid Evaluation Methodology:

Evaluation of the Technical and financial proposals will be based on Least Cost (L-I) basis.

25. Evaluation of Technical Bid

The Technical Proposals shall be evaluated on the basis of minimum eligibility criteria (General, technical and turnover criteria) as mentioned in **Clause-8**.

26. Opening of Financial Proposal

The financial proposals of the bidders who meet the minimum eligibility criteria shall be opened.

27. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by KNDA to the selected bidder and the bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected Agency is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by KNDA and the next eligible firm may be considered for the project.

28. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected firm, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of LOA. The selected Agency shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

29. Commencement of Assignment

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, KNDA may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by KNDA.

30. Proprietary data

All documents and other information provided by KNDA or submitted by the bidder to KNDA shall remain or become the property of KNDA. The bidders are to treat all information as strictly confidential. KNDA will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the consultant to KNDA in relation to the consultancy shall be the property of KNDA.

31. Payment to the selected Manpower Agency

The successful bidder shall be paid a service charge at a certain percentage rate (of the fixed emolument of the individual professionals) i.e. bidding parameter as his fee for providing manpower services to KNDA. No other payment shall be made to the bidder.

In case of non-compliance of contract clauses and poor performance of the agency, a penalty up to 10% of the service fee shall be levied on the agency. Generally, timelines would be fixed for different assignment and non-completion within time limit will be considered as poor performance. The detailed performance management provision will form part of the agreement signed with the consulting agency.

Covering Letter

(On the letterhead of the applicant)

Date:

To,

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

Ref: **"SELECTION OF MANPOWER AGENCY FOR PROVIDING PROFESSIONAL MANPOWER TO
KALINGA NAGAR DEVELOPMENT AUTHORITY"**

Sir,

Being duly authorized to represent and act on behalf of _____
(hereinafter referred to as " the applicant "), and having reviewed and fully understood all of the
proposal requirements and information provided and collected, the undersigned hereby submits
the proposal on behalf of _____ (Name of Applicant) for the
captioned project with the details as per the requirements of the RFP, for your evaluation. We
confirm that our proposal is valid for a period of 180 days from the last date of submission of
proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in
our proposal we hereby represent and confirm that our proposal is unconditional in all respects
and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our proposal, we
have not acted in concert or in collusion with any other applicant or other person(s) and also not
done any act , deed or thing which is or could be regarded as anti -competitive.

Yours faithfully

For and on behalf of (Name of Applicant)

***Duly signed by the Authorized Signatory of the Applicant
(Name, Title and Address of the Authorized Signatory)***

Details of Applicant

(On the letterhead of the applicant)

- (a) Name of the firm / company :
- (b) Name of the contact person :
- (c) Designation :
- (d) Company / Firm :
- (e) Address :
- (f) Telephone Number
- (g) Mobile Number:
- (h) E-mail address :
- (i) FAX Number:
- (j) Phone Number:
- (k) Mobile Number of the contact person at local office:
- (l) Full address of Operating Branch:
- (m) Registration Number of the Company:
- (n) GST Registration Number:
- (o) Details of Labour License:
- (p) Details of EPF Registration:
- (q) Details of ESI Registration

Average Annual Turnover:

2019-20 :

2020-21 :

2021-22 :

*Duly signed by the Authorized Signatory of the Applicant
(Name, Title and Address of the Authorized Signatory)*

Signed and sealed by a Chartered Accountant
Membership No.

Format for Project Data Sheet

Sl. No	Parameters	Remarks
1	Project Title	
2	Project Description	
3	Location	
4	Name of the client	
5	Total value of the work order (in Indian Rupees)	

FINANCIAL PROPOSAL
(On the letterhead of the applicant)

To,

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

Ref: **"SELECTION OF MANPOWER AGENCY FOR PROVIDING PROFESSIONAL MANPOWER TO KALINGA NAGAR DEVELOPMENT AUTHORITY"**

Sir,

We, the undersigned, offer to provide the service as mentioned in the scope of work of the RFP. Our financial quote is as given below,

Name of the Agency :	
Name of the Project	Financial Quote
SELECTION OF MANPOWER AGENCY FOR PROVIDING PROFESSIONAL MANPOWER TO KALINGA NAGAR DEVELOPMENT AUTHORITY, JAJPUR ROAD	Service charge in terms of percentage (%) <i>(Quoting service charges less than statutory deduction of TDS (IT) @ 2% shall liable to be rejected without giving any opportunity)</i>

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal.

The Financial Proposal is without any condition.

Yours faithfully

For and on behalf of (Name of Applicant)

***Duly signed by the Authorized Signatory of the Applicant
(Name, Title and Address of the Authorized Signatory)***