



KALINGA  
NAGAR  
DEVELOPMENT  
AUTHORITY

**KALINGA NAGAR DEVELOPMENT AUTHORITY,  
JAJPUR, ODISHA**

RFP No: 02/2025

Date: 15/07/2025

**REQUEST FOR PROPOSAL (RFP)**

FOR

SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE SERVICES AT VYASA SAROVAR, VYASANAGAR, JAJPUR ON LICENSE BASIS.

The Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, Government of Odisha, invites sealed proposals from eligible bidders for "Selection of Agency for Operation and Maintenance Services at Vyasa Sarovar, Vyasaganar, Jajpur" on license basis.

Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from <https://jajpur.odisha.gov.in>

The major events under the bid process are:

Sr. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	16.07.2025
4	Last Date for Submission of Proposal	05.08.2025 (by 05.00 PM)
5	Date of Opening of Technical Proposal	07.08.2025 (at 11.00 AM)
6	Date of pre-	24.07.2025 (at 11.00 AM)
7	Date of Opening of Financial Proposal	To be intimated later
8	Method of Selection	Cost based Selection (HCS)

The proposal complete in all respects must reach the undersigned by **Speed Post/Registered Post/Courier** only latest by **05.08.2025** before **5.00 PM** in a sealed envelope clearly mentioning on the top of it "**Selection of Agency for Operation and Maintenance Services at Vyasa Sarovar, Vyasaganar, Jajpur**" on license Basis. The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof.

**Address for Submission of Proposal:**  
**Kalinga Nagar Development Authority,**  
**At-Chorda, P.O-F.C. Project,**  
**Jajpur Road, Dist.- Jajpur (Odisha),**  
**PIN-755020**  
**Email ID: [jajpur.Odisha.Gov.in](mailto:jajpur.Odisha.Gov.in)**  
**Website: [www.jajpur.odisha.gov.in](http://www.jajpur.odisha.gov.in)**



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NAGAR  
DEVELOPMENT  
AUTHORITY**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE  
SERVICES AT VYASA SAROVAR, VYASANAGAR, JAJPUR ON  
LICENSE BASIS**

**Secretary  
Kalinga Nagar Development Authority  
Jajpur Road, Jajpur**

*[Handwritten signature]*  
15/12/25

**SECRETARY**  
Kalinga Nagar Development Authority  
JAJPUR ROAD

**APPROVED**

*[Handwritten signature]*

**COLLECTOR, JAJPUR &  
VICE-CHAIRMAN**  
Kalinga Nagar Development Authority  
Jajpur Road



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## DISCLAIMER

This Request for Proposal (RFP) is issued by the Office of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, Govt. of Odisha, hereinafter referred to as Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, Government of Odisha.

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur who is the Client. It does not claim to contain all the information that a recipient may require for the purposes for deciding for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur/ Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, Government of Odisha shall be the sole and final authority with respect to selection of a Bidder/ Organisation for the purpose through this RFP.

## Section I: Letter of Invitation and Factsheet

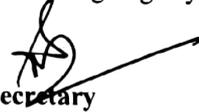
### 1. Letter of Invitation

RFP No: 02/2025

Dated: 15/07/2025

**Name of the Assignment: "Selection of Agency for Operation and Maintenance Services at Vyasa Sarovar, Vyasaganar, Jajpur" on license basis.**

1. The "Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, Govt. of Odisha" invites sealed proposal from eligible bidder under the process for "**Selection of Agency for Operation and Maintenance Services at Vyasa Sarovar, Vyasaganar, Jajpur**". More details on the proposed study are provided at Section-3: Terms of Reference (ToR) of this RFP Document.
2. A bidder will be selected under HCS procedure as prescribed in the RFP Document.
3. The proposal, complete in all respects as specified in the RFP Document must be accompanied with a Non-refundable amount of **INR 10,000/- (Rupees Ten Thousand only)** towards Bid Processing Fee and a refundable amount towards EMD of **INR 1,00,000/- (Rupees One Lakh only)** in form of **Demand Draft** in favour of "**Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur**" drawn from any Nationalized/Scheduled Bank payable at Jajpur, Odisha failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post /Registered Post/Courier only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is **05 08 2025 before 5.00 PM** and the date of opening of the technical proposal is **Dt.07.08.2025** in the presence of the bidder/bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:
  - a. Letter of Invitation [Section – I]
  - b. Instructions to the Bidder [Section – II]
  - c. Terms of Reference [Section – III]
  - d. Technical Proposal Submission Forms [Section – IV]
  - e. Financial Proposal [Section – V]
  - f. Annexure [Section – VI]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.



Secretary

**Kalinga Nagar Development Authority  
Jajpur Road, Jajpur**

**2. Bidder Data and Factsheet**

Sr. No	Particular	Details
1	Name of the Issuer	The Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur,
2	Method of Selection	Cost Based Selection (HCS) Method
3	Date of Issue of RFP	16.07.2025
4	Deadline for Submission of Pre-Proposal Query	24.07.2025
5	Issue of Pre-Proposal Clarification	28.07.2025 (by email)
6	Proposal Due Date	05.08.2025 (by 05.00 PM)
7	Date of opening of Technical Proposal and Presentation	07.08.2025 (at 11.00 AM)
8	Date of opening of Financial Proposal	To be intimated later
9	Availability of RFP Document	<a href="https://jajpur.odisha.gov.in">https://jajpur.odisha.gov.in</a>
10	Contact Person / Address for Submission of Proposal	The Secretary, Kalinga Nagar Development Authority (KNDA), At-Chorda, P.O-F.C. Project, Jajpur Road, Dist.- Jajpur (Odisha), PIN-755020 Email ID:
11	Place of Opening of Proposal	Office of the Secretary, Kalinga Nagar Development Authority (KNDA),
12	Mode of Submission	Speed Post / Registered Post/Courier only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected.
13	Bid Processing Fee (Non-Refundable)	INR 10,000/- (Rupees Ten Thousand only) (including GST) in the form of demand draft drawn in favour of "Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur" drawn from any Nationalized/Scheduled Bank payable at Jajpur.  The bid processing fee shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal.
14	Earnest Money Deposit (EMD) (Refundable)	INR 1,00,000/- (Rupees One Lakh only) in the form of demand draft drawn in favour of "Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur" drawn in any Nationalized / Scheduled Bank payable at Jajpur. The EMD shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal.

**NOTE:**

- Amendments/ Corrigendum(a) to the RFP document, if any, would be published on the website. Please visit the website '<https://jajpur.odisha.gov.in>' regularly for the same.
- Proposals must be submitted before the date, time and venue mentioned in the Factsheet through

- Proposals must be submitted before the date, time and venue mentioned in the Factsheet through Speed/Registered Post. Proposals that are received after the deadline will not be considered.
- Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur reserves all the rights to cancel the Selection Process and reject any or all the proposals at any point of time.
- No contractual obligation whatsoever shall arise from the RFP document unless and until a formal contract is signed and executed between Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur and the Selected Bidder.
- Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur disclaims any factual or other errors in the RFP document (the onus is purely on each Bidder to verify such information) and the information provided therein are intended only to help the Bidder(s) to prepare a proposal in accordance with the terms and conditions as set out in this RFP document.

## Section II: Instructions to the Bidders

### 2.1 General Terms of Bidding

- 2.1.1. Bidders are invited to submit Technical Proposal (referred to as “**the Proposal/ Bid**”), as specified in the schedule of RFP, for the services required under the Project. The Proposal will form the basis for grant of Work Order/Contract to the Selected Bidder. The Bidder who is declared as a Selected Bidder hereunder shall enter into an agreement **Agreement/Contract**) for the purpose of discharging the obligations under the Project as outlined therein which inter alia shall include obligations towards the scope of work (“**SOW**”) under and in accordance with the provisions of the RFP. Subsequently, the Agreement to be entered between the Selected Bidder and the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur in the form provided by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur as part of the Bidding Documents pursuant hereto.
- 2.1.2. Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall receive Proposal(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, as modified, altered, amended and clarified from time to time by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur (collectively the “**Bidding Documents**”), and all Proposal(s) shall be prepared and submitted in accordance with such terms on or before the Bid submission end date specified in Notice for Request for Proposal (the “**Proposal Due Date**”).
- 2.1.3 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders (the “**Bidder**”) about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the Scope of Work and obligations of the Selected Bidder set forth in the Agreement or the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur the rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur.
- 2.1.4 The Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur requires that the Bidder hold the Secretary, KNDA’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out its obligations in the best interests of Secretary, KNDA and the Project.
- 2.1.5 It is Secretary, KNDA’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Project. Pursuant thereto, Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur:
- (a) will reject the Proposal for award if it determines that such Bidder has engaged in corrupt or fraudulent activities in competing for the Project in question;
  - (b) will declare a Bidder ineligible, either indefinitely or for a stated period, for any award of the contract or Work Order if it at any time determines that such Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order/ Contract.

**2.2 Number of Proposals:** No Bidder shall submit more than 01 (one) Proposal for the Project. In the event of such an occurrence (i.e., submission of more than 01 (one) Technical or Financial Proposal), both the Proposals, shall be summarily rejected.

**2.3 Acknowledgement by Bidder**

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

- (i) made a complete and careful examination of the Bidding Documents;
- (ii) received all relevant information requested from Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur;
- (iv) satisfied itself about all matters, things and information, necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under;
- (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur; or a ground for termination of the Contract by the Selected Bidder;
- (vi) acknowledged that it does not have a Conflict of Interest; and
- (vii) agreed to be bound by the undertaking provided by it under and in terms hereof. Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur and/ or its consultant.

**2.4 Right to reject any or all Proposals:**

Notwithstanding anything contained in this RFP, the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of above, the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur reserves the right to reject any Proposal if:

- (i) at any time, a material misrepresentation is made or discovered; or
- (ii) the Bidder does not provide, within the time specified by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, the supplemental information sought by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Bidder may lead to the disqualification/ debarment/ blacklisting of the Bidder.
- (iv) If such disqualification/ rejection occurs after the Proposals have been opened and the First Ranked Bidder gets disqualified/ rejected, then Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur reserves the right to:
- (v) choose the Selected Bidder in accordance with clause 3.6.3 and 3.6.4 of this RFP; or
- (vi) take any other measure as may be deemed fit in the sole discretion of Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, including annulment of the Selection Process.
- (vii) Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur reserves the right to debar or blacklist the First Ranked Bidder or any Bidder whosoever is disqualified at any stage of the Selection Process for reasons inclusive of but not limited to reasons mentioned above as well as

failure to comply with instructions enumerated in the RFP/Annexures/Addendum/Corrigendum/Work Order/Contract.

- (viii) That the Proposal by the Bidder suffers from a material misrepresentation/improper response includes but is not limited to the non-fulfillment of any of the conditions or requirements of the Selection Process.
- (ix) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that 1(one) or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Work Order or entering into of the Contract, and if the successful Bidder has already been issued the Work Order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur to the Bidder, without Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur being liable in any manner whatsoever to the Bidder Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may have under this RFP, the Bidding Documents, the Agreement or otherwise.
- (x) Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur thereunder.
- (xi) The Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

### 3. Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Sr. No.	Pre-Qualification Criteria	Specific Requirement	Documents Required
1.	Legal Entity	The Bidder/Bidder shall be in operation for the past two (2) years as on submission of the bid and shall be registered as: <ul style="list-style-type: none"> <li>• Company under Companies Act, 1956/2013 or</li> <li>• Society registered under The</li> </ul>	<ul style="list-style-type: none"> <li>• Registration documents of the Bidder as a duly registered legal entity in India along with:</li> <li>• Registration document showing incorporation of the Bidder;</li> </ul>

		<p>Societies Registration Act, 1860</p> <ul style="list-style-type: none"> <li>• Trust registered under the Indian Trusts Act, 1882 or</li> <li>• Partnership Firm registered under the Indian Partnership Act, 1932 or</li> <li>• Limited Liability Partnership firm registered under the Limited Liability Partnership Act, 2008 registered</li> </ul>	<ul style="list-style-type: none"> <li>• Details of Board of Director/ Managing Director/ CEO/ Partners/ Governing body or council/ managing or executive committee members/ Trustees/ Proprietor signed by the PoA Holder</li> <li>• PAN Card of the registered legal entity</li> <li>• GST certificate of the registered legal entity</li> <li>• Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing names, addresses and relevant details of all partners of the Partnership Firm</li> <li>• Certified copy of Trust Deed in case of the Trust</li> <li>• Copy of the Registration of Deed and byelaws, in case of a Society</li> <li>• Any other supporting document, as may be required</li> </ul>
2.	No failure of performance on any contract,	<p>A Bidder including any Associate should, in the last 2 (two) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this RFP is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any</p>	<p>Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur would place sole reliance on the certification provided by the Bidder in this regard in its Cover Letter. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur</p>

		rescinding or abandoning of such contract, it may make a representation to this effect to the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur for seeking a waiver from the disqualification hereunder and the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.	
3.	Consortium	No consortium/ JVs/ associations/ subcontracting shall be allowed under this project.	Declaration of submitting as independent Bidder from the Authorized Signatory.
4.	Blacklist	The Bidder shall not have been blacklisted by any Central/ State Government Ministry in India or Public Sector Undertakings or any Government Agencies. Any Bidder that has been barred by the Central Government, any State Government, a statutory authority, or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.	Notarized Undertaking by the Authorized Signatory
5.	Experience	The Bidder shall have 2 years of prior experience of similar nature which includes Operation and Maintenance/Facility Management of Parks and Recreational Areas /Gardens etc. of any Central/ State Government/ Public Sector Undertakings/ Reputed NGOs/INGOs/similar large scale private establishments.	Copies of Work Orders/ Sanction Orders/ MOUs/ Engagement Letters/ Completion Certificates or equivalent documentary evidence shall be provided as proof. Documents in other languages shall be supplemented by an English translated copy.
6.	Authorized Representative	A Power of Attorney in the name of the person signing the proposal.	Original Power of Attorney (Notarized on a Rs. 100/- Non-Judicial Stamp Paper)
7.	Cost of Tender/	The Bidder shall furnish a Tender	Original Demand Draft

	Tender Fee	Fee of <b>INR 10,000.00</b> (Rupees Ten Thousand Only), in the form of Demand Draft in favour of 'Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur', and payable at Jajpur.	
8.	Earned Money Deposit (EMD)	The Bidder shall furnish an EMD of <b>INR 1,00,000.00</b> (Rupees One Lakh) Only, in the form of Demand Draft in favor of 'Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur', and payable at Jajpur.	Original Demand Draft
<b>NOTE: The copies of documents submitted towards Pre-qualification criteria are to be substantiated through production of originals, when asked for.</b>			

In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that 01(one) or more of the Qualification Criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Work Order or entering into of the Contract, and if the Selected Bidder/ Consortium has already been issued the Work Order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur to the Bidder, without Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur being liable in any manner whatsoever to the Bidder The Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may have under this RFP, the Bidding Documents, the Agreement or otherwise.

Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur thereunder

#### 4. Documents / Formats for submission along with Technical Proposal

The bidder must furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process
- Bid Processing Fee & EMD as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the last three financial years FY, 2021-22, 2022-23 & 2023-24

- General Details of the Bidder (TECH – 2)
- Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder or Board of Directors
- List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients,
- Duly filled in Technical Proposal Forms (TECH - 6 to 10)

**Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP document. The proposal must be completed in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative. Client at its own discretion reserves the right to ask for clarifications/supporting documents at any time during evaluation. Additional time may be given for submission of documents. This will remain at discretion of client.**

#### **5. Bid Processing Fee**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 10,000/- (Rupees Ten Thousand) Only in the shape of DD from any Nationalized/Scheduled Bank in favour of “**Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur**” and payable at Jajpur, its validity shall not be less than 180 (one hundred and eighty) days from the Bid Due Date. Proposals received without a bid processing fee will be rightly rejected.

#### **6. Earnest Money Deposit (EMD)**

The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to INR 1,00,000/- (Rupees One Lakh only) in shape of DD from any scheduled Nationalized/Scheduled bank in favour of “**Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur**” payable at Jajpur.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the standard form of Work Order); or,
- If any Bidder withdraws its Proposal during the Bid Validity Period as specified in this RFP and as extended by the Bidder from time to time; or,
- In the case of the Selected Bidder, if the Selected Bidder fails to accept the Work Order or execute the Contract or fails to furnish the Performance Security within the specified time limit; or,
- If the Bidder commits any breach of terms of this RFP or is found to have made a false, representation to Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur; or
- A Bidder submits a non-responsive Proposal.

#### **7. Validity of the Proposal**

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the Technical Proposal. The Client reserves the rights to reject a proposal valid for a shorter period as

non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

#### 8. Pre-Proposal Queries

Bidders can submit their queries in respect of the RFP and other details, if any, to Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur through email at [kndajprd@gmail.com](mailto:kndajprd@gmail.com) till the date mentioned in the Bidders Data and Factsheet. Clarifications to the above will be uploaded in <https://jajpur.odisha.gov.in> of the respective bidders for the purpose of preparation of the proposal. Requests for alternation / change in existing terms and conditions of the RFP will not be considered / entertained. (Mention the subject title)

#### 9. Submission of Proposal

Bidders must submit their proposals by **Registered Post / Speed Post / Courier only** to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving the proposal. The proposal must be submitted as mentioned below. Each part should be separately bound with no loose sheets. Each page should be numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be rightly rejected by the Client. Bidders should submit only 1 bid.

The procedure for submission of the proposal is described below:

##### 1. Technical Proposal (Original):

The envelope containing technical proposal shall be sealed and superscripted as "**TECHNICAL PROPOSAL – SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE SERVICES AT VYASA SAROVAR, VYASANAGAR, JAJPUR**" and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information must be furnished as part of technical proposal.

##### 2. Financial Proposal (Original):

The envelope containing financial proposal shall be sealed and superscripted as "**FINANCIAL PROPOSAL – SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE SERVICES AT VYASA SAROVAR, VYASANAGAR, JAJPUR**" and to be furnished inside one envelope. The duly filled-in financial proposal forms should contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only.

The "**Technical Proposal**" and "**Financial Proposal**" must be submitted in two separate sealed envelopes (with respective markings in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as "**TECHNICAL PROPOSAL (SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE SERVICES AT VYASA SAROVAR, VYASANAGAR, JAJPUR)**".

The second envelope must be marked as "**FINANCIAL PROPOSAL (SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE SERVICES AT VYASA SAROVAR, VYASANAGAR, JAJPUR)**" and it should contain Financial Proposal only. Both the above envelopes must be sealed and placed inside a third main envelope with proper labelling of following information in bold:

**NAME OF THE ASSIGNMENT:**

**RFP NUMBER AND DATE:**

**NAME OF THE BIDDER:**  
**DEADLINE FOR SUBMISSION OF BID:**  
**NAME AND ADDRESS OF THE BIDDER:**  
**CONTACT NUMBER OF THE BIDDER:**

**Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.**

#### **10. Opening of the Proposal**

The ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder/bidder's representatives at the location, date specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with a proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The **SECOND ENVELOPE** containing **FINANCIAL PROPOSAL** only of the technically qualified bidders will be opened after completion of technical evaluation stage. The date for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

#### **11. Evaluation of Proposal**

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

- A. Preliminary Evaluation (1<sup>st</sup> Stage) \*:** Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
- Filled in Bid Submission Check List in Original (**Annexure-I**),
  - Covering letter (**TECH 1**) on bidder's letterhead requesting to participate in the selection process,
  - Bid Processing Fee and EMD as applicable,
  - Copy of Certificate of Incorporation/ Registration,
  - Copy of PAN,
  - Copy of Goods and Services Tax Identification Number (GSTIN),
  - Copies of IT Return for the last three Financial Years (**FY, 2021-22, 2022-23 & 2023-24**),
  - General Details of the Bidder (**TECH 2**),
  - Financial Details of the bidder (**TECH 3**) along with all the supportive Documents as applicable duly signed and certified as per the instruction,
  - Power of Attorney (**TECH 4**) in favour of the person signing the bid on behalf of the bidder,
  - List of completed assignments of similar nature (Past Experience Details, **TECH 5**) along with copies of contracts / work orders / completion certificate from previous Clients,
  - Duly filled in Technical Proposal Forms (**TECH 6 to 10**),
  - All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.
- \*Bids not complying to any of the above requirements, will be out rightly rejected at the discretion of the Client's authority.
- B. Technical Evaluation (2<sup>nd</sup> Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for proposal evaluation:

	Average annual turnover of at least 5 Cr. In the last 3 financial years, i.e., FY,2021-22, 2022-23 & 2023-24.
1.2	The Bidder shall have minimum 2 years of prior experience of similar nature which includes Operation and Maintenance/Facility Management of Parks and Recreational Areas / Gardens etc. of any Central/ State Government/ Public Sector Undertakings/ Reputed NGOs/ INGOs/ similar large scale private establishments.
	<b>Technical Presentation</b>
	<b>Presentation on Approach, Methodology and Work Plan</b> 1. Understanding of the Assignment and Issues/Challenges 2. Approach, Methodology and Work Plan 3. Similar Case Studies on projects undertaken or in progress.
	<b>Note:</b> * Experiences – 2 years preceding the application due date ** Copies of work orders / original experience certificates from the clients / MoU /agreements etc must be submitted as a proof for each assignment. No assignment should be repeated across various categories of evaluation parameters. Ongoing assignments will be considered for evaluation only if 6 months of the project period have elapsed.

## 12. Final Selection of Bidder

- The Financial Proposals of only those applicant firms, qualifying the technical evaluation i.e. the 2<sup>nd</sup> stage shall be considered for opening of financial proposals. The financial proposals shall be opened in the presence of the bidder/bidder's representative who wishes to attend the meeting with proper authorization letter. The name of all bidders along with the quoted financial price will be announced during the meeting. The firm with the maximum quoted financial price will be selected for negotiation.
- If the Secretary of Kalinga Nagar Development Authority (KNDA), Jajpur cancels or rejects all the bids, they may choose to ask all eligible bidders to submit new bids again.
- In the case of two or more Bidders quoting the same value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence.
- The Authority reserves the right to call the Selected Bidder for the Negotiations.

## 13. Evaluation of Financial Proposal

### Highest Cost Selection (HCS)

The financial proposals will be evaluated based on the Highest Cost Selection (HCS) method. This procurement evaluation method is predicated on selecting the proposal that offers the lowest evaluated price from among the bidders that have been determined to be technically qualified. The core principle of HCS is to award the contract to the bidder who meets the minimum required technical standards at the lowest cost. established. In such cases, after ensuring that the proposals meet the essential technical criteria, the price becomes the sole determining factor for selection.

## 14. Performance Bank Guarantee (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **Rs. 5,00,000** from a Scheduled/Nationalized Bank in favour of “**Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur**”, as per the format

#### **14. Performance Bank Guarantee (PBG)**

Within 7 days of notifying the acceptance of a proposal for award of contract, qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **Rs. 5,00,000** from a Scheduled/Nationalized Bank in favour of “**Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur**”, as per the format at Annexure- II, for a period of **Sixty Days (60 Days)** beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of Sixty Days beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after Sixty Days of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

#### **15. Contract Negotiation**

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

#### **16. Conflict of Interest**

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) The Bidder or its Associate and any other Bidder or its Associate thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty-five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) A constituent of such Bidder is also a constituent of another Bidder; or

- (iii) Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) Such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

#### **17. Grant of Work Order**

- After selection, a work order ("Work Order") will be issued, in duplicate, by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur to the Selected Bidder(s). The Work Order will be handed to the Selected Bidder or emailed or posted to the Selected Bidder's address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Selected Bidder (s) shall, within 03 (three) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. Thereafter, the Selected Bidder will enter into an Agreement with the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur ("Selected Agency") and shall work in accordance with the SOW mentioned in the RFP
- The acceptance of the Work Order by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfil the conditions as specified in this RFP and the Work Order, including the execution of the Contract within the prescribed time, all to the satisfaction of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur.
- In the event the duplicate copy of the Work Order duly signed by the Selected Bidder (s) is not received by the stipulated date, the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Selected Bidder(s) as mutually agreed genuine pre-estimated loss and damage suffered by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur on account of failure of the Selected Bidder(s) to acknowledge the Work Order.
- Additionally, non-acceptance of the Work Order by the Selected Bidder within the time prescribed therein shall lead to forfeiture of the Earnest Money Deposit of such Selected Bidder and thereafter, the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall be free to award the Project to the next Bidder in sequence, or to proceed in the manner as considered in the best interest of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, at the sole discretion of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur

#### **18. Disclosure**

- Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder,

including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

- Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  1. A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
  2. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
  3. Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

#### **19. Anti-corruption Measure**

- A. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- B. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period, disqualifying it from participating in any related bidding process for the said period.

#### **20. Language of Proposals**

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

#### **21. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

#### **22. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Civil Court of Jajpur only.

#### **23. Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders 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 Bidder/Bidder of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the Bidder/Bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired during the contract.

#### **24. Amendment of the RFP Document**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through NIC Jajpur website. Any such addendum will be binding on all the bidders. To give bidders

reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

**25. Client's right to accept any proposal, and to reject any or all proposal/s**

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

**26. Disqualification of Proposal**

The proposal is liable to be disqualified in the following cases as listed below:

- A. Proposal submitted without Bid Processing Fee & EMD as applicable.
- B. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
- C. During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
- D. Proposal is received in incomplete form.
- E. Proposal is received after due date and time for submission of bid.
- F. Proposal is not accompanied by all the requisite documents / information.
- G. Bids with any conditional technical and financial offer.
- H. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
- I. Proposal is not properly sealed or signed.
- J. Proposal is not conforming to the requirement of the scope of the work of the assignment.
- K. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at one or any point of time during the bid process.
- L. If, any of the bid documents, excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- M. Any other condition / situation which holds the paramount interest of the Client during the overall section process.

**27. Fraud and Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur under the Bidding Documents and/ or the Agreement, or otherwise.

Without prejudice to the rights of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur hereinabove and the rights and remedies which the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may have under the RFP, or otherwise if a Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process such Bidder, at the sole and absolute discretion of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, shall not be

eligible to participate in any tender or RFP issued by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur during a period of 2 (two) years from the date such Bidder, is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. The following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur who is or has been associated in any manner, directly or indirectly, with the Bidding Process or work order or has dealt with matters concerning the Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- (ii) Save and except as permitted under the Clause of this RFP, engaging in any manner whatsoever, whether during the Bidding Process person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical adviser of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur in relation to any matter concerning the Project;
- (b) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts.
- (c) "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- (d) "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the Project Sponsoring Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

### Section III: Terms of Reference

#### 1. Background:

Vyasa Sarovar, sprawling across 100 acres within Vyasaganar Municipality, is a site of deep spiritual and cultural significance, best known for the revered Vyasadeva Temple. Each year, the Vyasa Mahotsava, observed during Shukla Paksha Ashtami Navami, draws thousands of devotees to this sacred space. In an effort to further enhance the site's cultural and recreational value, this project envisions the development of a Mahabharata-themed Park. The initiative seeks to transform Vyasa Sarovar into a vibrant hub that seamlessly weaves together mythology, tourism, and wellness. The proposed theme park will offer visitors an immersive journey into the epic narrative of the Mahabharata, while also providing open spaces that promote community engagement, physical activity, and overall well-being. This fusion of spirituality, heritage, and recreation positions Vyasa Sarovar as a one-of-a-kind destination in the region.

The property at Vyasa Sarovar includes the following facilities:

1. Plantation & Lawn
2. Waterbody
3. Food Court- 1 no.
4. Administrative zone
5. Paddle Boats- 16 nos.
6. Maintenance Store – 2 nos
7. Toilet Block Type 1- 2 nos.
8. Toilet Block Type 2- 3 Nos.
9. Covered Sit out space- 10 Nos
10. Floating Fountain- 7 nos.
11. Parking – for 4-wheeler and 2-wheeler
12. Overhead water Tank- 03 Nos.
13. Children's Play Equipment
14. Electrical Illumination (Streetlight, Bollard lights)
15. Water Supply, Sanitation, Irrigation and External sewerage System
16. Pathways.
17. Signages
18. Sculptures and murals  
(Enclosed as Annexure -III)

#### 2. Project Objective

The objective of the Vyasa Sarovar project are as follows:

1. To ensure efficient and sustainable operation and maintenance of the Vyasa Sarovar Theme Park and associated facilities.
2. To foster revenue generation activities by utilisation of the facilities such as Ticketing, boating, parking, food court, renting spaces etc.
3. To perform key services such as sanitation, housekeeping, ticketing, food kiosks, and visitor support.
4. To uphold cleanliness, safety, and hospitality standards for enhancing tourist and visitor experiences.
5. To promote cultural programming and local traditions, which includes events and activities within the park.
6. To integrate wellness, spirituality, and recreation as core aspects of the park's daily functioning.

7. To establish a monitoring and feedback system involving KNDA, municipal authorities, and visitors for continuous improvement.

### 3. Scope of the Work

The general scope of the work of the project are follows:

#### 1. Facility Operation & Management

- i. Daily cleaning and upkeep of the theme park premises, including pathways, seating areas, lawns, and water bodies.
- ii. Regular maintenance of restrooms, drinking water points, and public utility spaces.
- iii. Deployment of housekeeping teams in shifts to ensure round-the-clock cleanliness.

#### 2. Housekeeping & Sanitation

- i. Deploy cleaning teams for:
  - a. Daily sweeping and mopping of walkways, seating areas, and open spaces.
  - b. Twice-daily cleaning of toilets, urinals, and wash basins.
  - c. Regular cleaning of water fountains, sculptures, and thematic installations.
- ii. Ensure availability of cleaning materials (phenyl, gloves, brooms, bins, etc.) and PPE kits.
- iii. Maintain cleanliness logs and submit weekly sanitation reports.

#### 3. Landscape and Horticulture Maintenance

- i. Daily watering of gardens, plants, and trees using municipal water sources or treated greywater.
- ii. Scheduled pruning, trimming, and weeding activities by workers trained in horticulture.
- iii. Maintenance of plant beds, floral decorations, and seasonal beautification.
- iv. Management of composting units for garden waste.

#### 4. Solid Waste Management

- i. Placement and routine emptying of color-coded bins (wet, dry, sanitary) at strategic locations.
- ii. Segregation of waste at the source and transportation to municipal collection points.
- iii. Operation and upkeep of composting pits/organic waste converters (if installed).
- iv. Awareness creation among visitors about waste segregation.

#### 5. Operation of Ticketing & Information Desk

- i. Assign personnel for managing entry gates and ticketing counters using manual or digital ticketing systems.
- ii. Provide visitor information services related to park layout, facilities, events, and Mahabharata installations.
- iii. Maintain records of daily footfall and revenue collection, submitted to the municipality weekly.

#### 6. Food and Refreshment Services

- i. Operate and maintain food courts serving local, hygienic snacks, beverages, and water.
- ii. Ensure compliance with FSSAI hygiene standards.
- iii. Promote use of biodegradable packaging.
- iv. Maintain cleanliness in and around food courts.

#### 7. Creative Use of Spaces Available and Revenue Generation-

The agency shall ensure creative use of spaces available and take necessary measures for revenue generation through the following.

- i. Advertisement without affecting ambiance.
- ii. Collection from sale of entry tickets.

- iii. Collection from parking fee.
- iv. Collection from sale of boating tickets.
- v. Collection from rental of shops, food court.
- vi. Collection from Reservation for Party space/ social gatherings etc.
- vii. Revenue generation from any other activities by utilization of the property with prior approval from the appropriate authority.
- viii. Conduct regular guided tours for school groups, tourists, and pilgrims.
- ix. Support organizing traditional dance, music, and storytelling sessions during weekends or festivals.
- x. Organising Yoga camps by trained teacher with ticketing system.
- xi. Managing and providing for photo shooting corners and spaces.
- xii. Any other, with permission from Secretary.

**8. Maintenance of Physical Infrastructure**

- i. Daily inspection and upkeep of:
  - a. Benches, lights, dustbins, play equipment, and display boards.
  - b. Statues, murals, and Mahabharata-themed installations.
- ii. Immediate reporting of damages or safety hazards to the Municipality.
- iii. Handyman services for minor repairs (painting, tightening fixtures, etc.).

**9. Safety and Emergency Support**

- i. Assist visitors' safety, especially during large gatherings or festivals.
- ii. Maintain basic first-aid kits at designated points.
- iii. Support fire safety protocols and coordinate with local police/fire services during emergencies.
- iv. Assist elderly and differently abled visitors as needed.
- v. Authority will not be held responsible for any mishap, accident by any means.

**10. Training and Capacity Building**

- i. Facilitate training sessions for deployed personnel (at least quarterly) in the following areas:
  - a. Soft skills: communication, customer service, and complaint handling.
  - b. Health and hygiene practices.
  - c. Hospitality and cultural narration.
  - d. Waste management and composting techniques.
- ii. Maintain attendance and training feedback records.

**11. Vehicle Parking Management**

- i. Designated Parking Operations
  - a. Deploy personnel at entry/exit points of designated two-wheeler and four-wheeler parking areas.
  - b. Ensure smooth traffic flow and organized parking with proper line marking and signage.
- ii. Ticketing and Fee Collection
  - a. Issue parking slips and collect prescribed parking fees from visitors.
  - b. Maintain daily records of vehicles parked and fees collected, to be submitted to the municipality or nodal agency.
- iii. Traffic Control and Visitor Assistance
  - a. Assist drivers in finding appropriate parking spots.
  - b. Guide pedestrians from parking zones to the main park entry safely.
  - c. Prevent unauthorized parking or encroachments.
- iv. Safety and Security of Vehicles
  - a. Maintain vigilance in the parking area during operating hours.

- b. Report any suspicious activity or vehicle-related issues to the concerned authority.
- c. Support in case of vehicle breakdowns (calling help, guiding exits).
- v. Cleanliness and Maintenance of Parking Area
  - a. Daily sweeping and waste removal from the parking zone.
  - b. Ensure proper lighting, dustbins, and signage are maintained in the area.
  - c. Coordinate with the landscape team for any green cover maintenance around the parking zone.

**12. Monitoring, Documentation & Coordination**

- i. Maintain daily attendance and duty rosters of all deployed personnel.
- ii. Submit:
  - a. Weekly O&M performance reports.
  - b. Monthly financial utilization reports (if fund support is provided).
  - c. Incident reports in case of emergencies or complaints.
- iii. Attend review meetings with Vyas Nagar Municipality and KNDA and share feedback for service improvement.

**13. Role of the Agency:**

- a. The Agency shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed.
- b. Agency shall obtain all the clearance, no objections or any certification in the name of the property or as per direction given by the client from any agency/ body/ department at its own cost if required.
- c. Agency shall abide by the central/State labour Legislation as may be applicable from time to time. It shall be the responsibility of the agency/Agency to provide necessary insurance cover to their workers/labours/visitors as may be required under the law.
- d. Agency shall not sublet his work to any other agency in any circumstances, no sub-Agency is allowed, however, if some specialized work which is to sublet/subcontract then the written approval of KNDA is required before commencement of that specialized work.
- e. Monitoring and reporting of major civil works those need to be done. Minor civil repairs like leakage, replacement/repair of partition, false ceiling, flooring, minor cracks, replacing glass panels, minor plumbing works and other repairs in toilets, touching up painting etc.

**14. Support from Client:**

Replacement/ Major Repair of item/properties not covered in comprehensive AMC beyond the cost of the items/assets having value as determined by the appropriate authority shall be borne by the client.

Agency should have to obtain all the clearance, no objections or any certification in the name of the property or as per direction given by the client from any agency/ body/ department at its own cost.

**15. Duration of the contract:**

The selected Bidder will enter into an Agreement with the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur and shall work in accordance with the SOW mentioned in the RFP. The contract shall be valid for an initial period of 5 years (60 months) from the signing date of the contract. Following the initial five-year period, the contract may be extended by mutual agreement for subsequent two-year terms, conditional on the agency's satisfactory performance.

**16. Viability Gap Funding (VGF):**

Agreement is not intended to, and does not, provide for any form of Viability Gap Funding (VGF) or similar financial support from the Kalinga Nagar Development Authority or District Administration. The selected agency shall bear all costs and risks associated with the Project's viability and profitability, including any shortfall in revenues or costs.

**17. Other:**

No tickets are needed for officials/dignitaries during their visit, as long as approval has been taken from the competent authorities.

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**Section IV: Technical Proposal Submission Forms**

**Tech - 1 Covering Letter**  
(On Bidder's Letter Head)

[Location, Date]

To,

**Secretary, Kalinga Nagar Development Authority (KNDA),  
Jajpur**

**Subject: Selection of Agency for Operation and Maintenance Services at Vyasa Sarovar, Vyasagar,  
Jajpur [TECHNICAL PROPOSAL]**

Dear Sir,

We are submitting our Proposal as [\_\_\_\_ *Insert name of the Bidder* \_\_\_\_].

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

1. We acknowledge that Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals
2. This statement is made for the express purpose of appointment as the Selected Agency for the aforesaid Project
3. We shall make available to Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur any additional information it may deem necessary or require for supplementing or to authenticate the Proposal
4. We acknowledge the right of Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law our right to challenge the same on any account whatsoever
5. We certify that in the last 03 (three) years, we/ or our Associates have neither failed to perform on any assignment or contract, 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, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part
6. We declare that:
  - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda issued by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur;
  - (b) We do not have any Conflict of Interest in accordance with the terms of the RFP;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur or any other public sector enterprise or any government, Central or State; and
  - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
  - (e) We declare that the undertakings given by us along with the Proposal in response to the RFP for the Project are true and correct as on the date of making the Proposal and we shall continue to abide by

them.

- (f) We declare that there is no pending, active or previous legal action that prevents us from submitting the Proposal and executing the Agreement or fulfilling the conditions of the Project.
7. We understand that Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may cancel the Selection Process at any time and that Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders
  8. We declare that we or any Member of the Consortium, or any of our/ their Associates are not directly or indirectly related to any other Bidder applying for selection as an Agency for the Project
  9. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we or our Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our Associates.
  11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our Associates or against our CEO or any of our Partners /Directors/ Managers/ employees.
  12. We declare that we or any of our/ their Associates have not paid and shall not pay any bribe to any officer of Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur for awarding this Project at any stage during its execution or at the time of payment of bills and further, if any officer of Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur asks for bribe/gratification, we/any member of the Consortium, or our/ their, Associates shall immediately report it to the appropriate authority in Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur.
  13. We further certify that we or any member of the Consortium or any of our /their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Proposal
  14. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur of the same immediately
  15. We agree that if at any stage, any information/documents submitted by us are found to be false, we or our Associates shall be liable for debarment from tendering in Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, apart from any other appropriate/legal action, as the case maybe.
  16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur in connection with the selection of Agency or in connection with the Selection Process itself in respect of the abovementioned Project. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
  17. We agree to keep this offer valid for 180 (one eighty) days from the Proposal Due Date specified in the RFP, or provide extension of Bid Validity Period, if so, required by Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur.
  18. We agree that if we fail to provide extension of Bid Validity Period, it will be construed that Bid is withdrawn and we will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of the Bid documents submitted or refund of the EMD

19. A Power of Attorney in favor of the Authorized Signatory to sign and submit this Proposal and documents is attached herewith
20. The Financial Proposal has been/shall be submitted online as per the prescribed timeline set out in the RFP document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us
21. We agree and undertake to abide by all the terms and conditions of the RFP

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP

Yours faithfully,

**Authorized Signatory with Date and Seal** :

**Name** : \_\_\_\_\_

**Designation** : \_\_\_\_\_

**Address of Bidder** : \_\_\_\_\_

**Contact Number of Bidder** : \_\_\_\_\_

**Email id of Bidder** : \_\_\_\_\_

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**Tech 2: Bidder's Organization (General Details)**

S. No.	Description	Full Details
1	<b>Name of the Bidder</b>	
2	<b>Address for communication:</b> Tel: Email id:	
3	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No.: Email id:	
4	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
5	<b>Local office in Odisha</b> If yes, please furnish contact details	Yes / No
6	<b>Bid Processing Fee Details</b> Amount: DD No.: Date: Name of the Bank:	
7	<b>EMD Details</b> Amount: DD No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

**Authorized Signatory with  
Date and Seal** :

**Name** : \_\_\_\_\_

**Designation** : \_\_\_\_\_

**Address of Bidder** : \_\_\_\_\_

**Contact Number of Bidder** : \_\_\_\_\_

**Email id of Bidder** : \_\_\_\_\_

**Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.**

**Tech 3: Bidders Financial Details**

**Annual Average Turnover Statement**  
**(To be furnished on the letter head of the Chartered Accountant)**

The Annual Turnover of M/s \_\_\_\_\_ for the last 3 FYS are given below and certified that the statement is true and correct.

<b>Financial Information (In INR)</b>				
<b>Details</b>	<b>FY 2021-22*</b>	<b>FY 2022-23*</b>	<b>FY 2023-24*</b>	<b>Average</b>
Annual Turnover (in Crores)				
	Page no in the bid proposal	Page no in the bid proposal	Page no in the bid proposal	
<b>* Provisional audited statement shall not be considered.</b>				
<b>Supporting Documents:</b>				
Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).				
Filled in information in this format shall have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.				

Signature and Seal of the Company Auditor / Chartered Accountant with Date in original

Name of Chartered Accountant / Authorized Signatory of Company Auditor

[In full initials with Date and Seal]: \_\_\_\_\_

Membership No. Chartered Accountant / Authorized Signatory of Company Auditor

**Authorized Signatory with**

**Date and Seal**

**Name**

**Designation**

**Address of Bidder**

**Contact Number of Bidder**

**Email id of Bidder**

**[NB: No Scanned Signature will be entertained]**

**Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.**

**Tech 4: Format for Power of Attorney  
(Notarized on INR 100.00 Stamp Paper)**

Know all men by these presents, We, .....(Insert name of Bidder)..... (name of the firm and address of the registered office) do hereby constitute, nominate, appoint, and authorize Mr. / Ms. (Insert Name of PoA Holder)....., presently residing at .....(Insert address)....., who is presently employed with us and holding the position of .....(Insert designation of the PoA Holder in the organization)....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for the “Insert name of Project” for a period of \_\_\_\_\_ years (“Project”) as defined under this RFP for the (Name of the Authority) (the “Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur”), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, representing us in all matters before the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... (Insert name of Bidder) ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2025

**Accept**

(Signature of PoA Holder)

(Name, Title and Address)

**Notarized**

Name of the Authorized :  
Representative

(Signature of the Authorized Representative with Date)

CERTIFIED

Signature of person executing attorney



**Authorized Signatory** :  
**with Date and Seal**  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

**WITNESS:**

- 1) Full Name .....  
Address .....  
Signature .....
  
- 2) Full Name .....  
Address .....  
Signature .....

**Notes:**

- *The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*



**Tech 5: Bidders Past Experience Details**

1. Name of the Organization: As mentioned in the Registration Certificate. Also attach the certification copy (along with page number in the proposal).
2. Ownership details:
3. Date and Place of Registration/Establishment:
4. Address of Head Office:
5. Correspondence Address (if different from above):
6. Telephone Number and Email id:
7. Name, contact number and email id of Authorized person for this project:
8. Name, contact number and email id of the Chief Officer/Head of the Organization:
9. Work Experience for providing similar services of counselling:

Sr. No.	Name of the Project*	Source of funding (Govt./ Private)	Project Start Date	Project End Date	Project Cost (In Lakhs)	Major Task Carried Out
1						
2						
3						

(\*Photocopies of Work Orders/ Sanction Orders/ MOUs/ Engagement Letters/ Completion Certificates of equivalent projects to be attached as documentary proof along with page number in the proposal. More lines can be added for enumerating experience as required.)

10. Any award/recognition for execution of similar projects: Attach copy and mention page number in proposal.
11. Details of Tender Fees DD: Attach copy and mention details here
12. Details of EMD DD: Attach copy and mention details here

Note 1: Information provided in this form shall sufficiently support/justify the criteria of the Technical Qualification Form.

Note 2: All the claims shall be substantiated through production of supporting documents. All supporting documents shall have the period of execution, along with details of the project components clearly highlighted.

**Authorized Signatory with Date and Seal** : \_\_\_\_\_  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

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**Tech 6: Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client**

**A: On the Terms of Reference / Scope of Work:**

[The Bidder needs to present and justify in this section, if any modifications to the Terms of Reference they are proposing to improve performance in carrying out the assignment (such as deleting some activity considered unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

**B: On Input and Facilities to be provided by the Client:**

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Implementation]

**Authorized Signatory with** : \_\_\_\_\_  
**Date and Seal** : \_\_\_\_\_  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

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## Tech 7: Description of Approach, Methodology and Workplan to Undertake the Assignment

[Technical Approach, Methodology and Work Plan are key components of the Technical Proposal. In this Section, bidder should explain their understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, the bidder shall highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections viz 'Technical Approach & Methodology, Work Plan, Organization & Staffing, Challenges Envisaged']

- a) **Technical Approach and Methodology:** In this chapter, you shall explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You shall highlight the problems being addressed and their importance and explain the technical approach you shall adopt to address them. You shall also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
  - b) **Work Plan:** In this chapter, you shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates. The proposed work plan shall be consistent with the technical approach and methodology, **showing understanding of the TOR** and ability to translate and implement **each of the objectives, services, and care to be provided, and scope of work** into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the Work Schedule.
  - c) **Organization and Staffing:** In this chapter, you shall propose the structure and composition of your team. You shall list the main disciplines of the assignment, the key expert responsible, and proposed staff. The details of these resources shall be given in Technical Form – 5 and 6.
  - d) **Challenges Envisaged:** In this chapter, you shall list out some major challenges that could arise while implementation of the project. Also, the proposed action plan/road map and quality control mechanisms that you shall contemplate to follow while overcoming these challenges.
- Bidders are requested to furnish the above information limiting it up to 5-7 pages only with Arial Font Size-10.

The agencies who are selected for technical presentation shall adhere to the following format while presentation:

Maximum Number of Slides	Slide Heading	Maximum Marks (30)	Maximum Time for Presentation
1 to 3	Understanding of the Assignment and Issues/Challenges	10	5 minutes
4 to 6	Work Plan and Staffing	10	5 minutes
7 to 10	Similar Case Studies	10	5 minutes
	Question & Answer Session		5 minutes

**Note 1:** Information provided in the form shall correspond to the Technical Presentation.

**Note 2:** All the claims shall be substantiated through production of supporting documents.

**Note 3:** Pool of certified Career Counsellors along with certificates to be submitted for award of marks as per Point 1.4 of Clause 9B (Section-2) of this RFP document.

Authorized Signatory :

**with Date and Seal**

**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

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**Tech 8: Proposed Plan to Carry out the Assignment**

Month ▼	1	2	3	4
Sequence of Activities / Sub Activities				
↓				

Indicate all main activities / sub activities of the proposed assignment and other associate sub-periodic activities.

**Authorized Signatory with Date and Seal** :  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

**Tech 9: Non-Consortium Declaration**

We, \_\_\_\_\_ <name of the Organisation>, having our registered office at \_\_\_\_\_, <HQ address of the Organisation> hereby certify and confirm that in the preparation and submission of our Proposal for \_\_\_\_\_ (name of the Project) under this RFP Reference No. \_\_\_\_\_, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive.

We declare that we are submitting this proposal as an independent Bidder, and not as a part of any consortium/Joint Venture/Associations.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2025

**Authorized Signatory with  
Date and Seal**

**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

**TECH 10: Affidavit Format for Not Blacklisting**  
**(Notarized on Rs.100/- Non-Judicial Stamp Paper)**

**Affidavit**

I, M/s. \_\_\_\_\_ (the name of the Organization) having our registered office at \_\_\_\_\_, <HQ address of the Organisation> hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Social Security & Empowerment of Persons With Disabilities Department, Govt. of Odisha / Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the \_\_\_\_\_ (Date of Signing of this proposal).

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2025

**Authorized Signatory with** : \_\_\_\_\_  
**Date and Seal**  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

*Handwritten mark*

**Section V: Financial Proposal Submission Forms**

**Fin 1: Covering Letter**

(On Bidders Letter Head)

(To be enclosed with financial bid envelop)

[Location, Date]

To,

**Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur  
Jajpur**

**Subject: Selection of Agency for Operation and Maintenance Services at Vyasa Sarovar, Vyasaganar,  
Jajpur [FINANCIAL PROPOSAL]**

Sir,

I, the undersigned, offer to provide the career consulting services for \_\_\_\_\_ [Insert title of assignment] in accordance with your Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_\_. Our attached Financial Proposal is for the sum of **INR \_\_\_\_\_ [Insert amount(s) in words and figures\*]**, which includes all the deliverables, travel, and overhead expenses etc for the period of 3 years.

The above quoted amount is inclusive of all the applicable taxes at the time of invoicing. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP Document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

**Authorized Signatory** :  
**with Date and Seal**  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_



**Fin 2: Summary of Financial Proposal**  
*(on Bidders Letterhead)*  
**(To be sealed, signed and stamped in separate envelope)**

Name of the Bidder: \_\_\_\_\_

Sl. No.	Description of Item	License fee per annum (In Rs.)
	<b>Total Quoted Amount (Excluding GST)</b>	
<b>Rupees in Words</b> _____ <b>Only Excluding GST</b>		

**Note:**

**\*License fee to be paid by agency to KNDA per annum.**

**Authorized Signatory** : \_\_\_\_\_  
**with Date and Seal**  
**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Address of Bidder** : \_\_\_\_\_  
**Contact Number of Bidder** : \_\_\_\_\_  
**Email id of Bidder** : \_\_\_\_\_

*h*

**Section VI: Annexures**

**Annexure I: Bid Submission Checklist**

Sr. No.	Description	Submitted (Yes/No)	Page No.
	<b>Technical Proposal (Original)</b>		
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH 1)		
3	Bid Processing Fee of Rs. 10,000/- in form to DD		
4	EMD of Rs. 1,00,000/- in form of DD		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 FYs (2020-21, 2021-22 & 2022-23)		
9	General Details of the Bidder (TECH 2)		
10	Financial details of the bidder (TECH 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH 4) in favour of the person signing the bid on behalf of the bidder		
12	List of completed assignments of similar nature (Past Experience Details) (TECH 5) along with the copies of work orders for the respective assignments		
13	Comments and Suggestions (TECH 6)		
14	Description of Approach, Methodology & Work Plan (TECH 7)		
15	Work Plan (TECH 8)		
16	Non-Consortium Declaration (TECH 9)		
17	Affidavit Format for Not Blacklisting (TECH 10)		
18	Covering Letter (Financial Proposal) (FIN-1)		
19	Financial Proposal (FIN-2)		

**Undertaking:**

- All the information has been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

**Authorized Signatory with**

**Date and Seal**

**Name**

**Designation**

**Address of Bidder**

**Contact Number of Bidder**

**Email id of Bidder**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*E*

**Annexure II: Performance Bank Guarantee Format**

[Location, Date]

To,

**Secretary, Kalinga Nagar Development Authority (KNDA),  
Jajpur**

In consideration of you, \*\*\*\*\*, having its office at \*\*\*\*\*, (hereinafter referred to as the "Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for (NAME OF PROJECT)\*\*\*\*\* (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur an amount of Rs. \*\*\*\*\* (Rupees \*\*\*\*\* Only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur is disputed by the Bidder or not, merely on the first demand from the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur stating that the amount claimed is due to the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... Only).
3. This Guarantee shall be irrevocable and remain in full force for a period of XXXXXXXXX days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur and the Bidder or any

dispute pending before any Court, Tribunal, Arbitrator or any other Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall be entitled to treat the Bank as the principal debtor. The Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur, and the Bank shall not be released from its liability under these presents by any exercise by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur or any indulgence by the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur to the said Bidder or by any change in the constitution of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\*\*\* (Rupees \*\*\*\*\* Only). The Bank shall be liable to pay the said amount or any part thereof only if Secretary, Kalinga Nagar Development Authority (KNDA), Jajpur serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before \*\*\*\*\*
13. This guarantee shall also be operatable at our branch at \*\*\*City, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment hereunder Appendix II claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

(Signature of the authorized officer of the Bank)

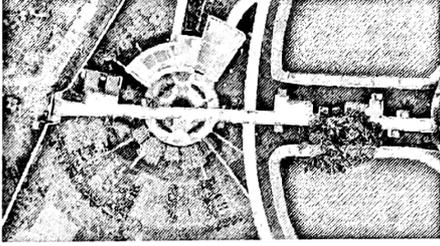
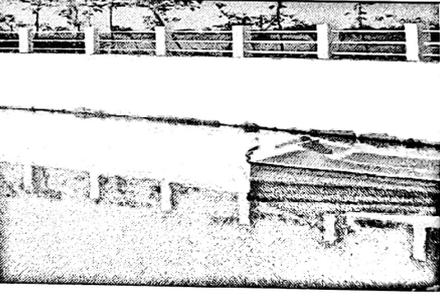
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Name and designation of the officer

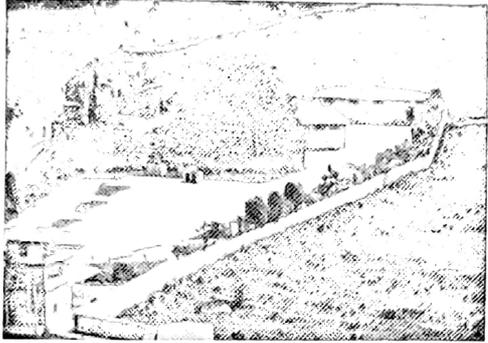
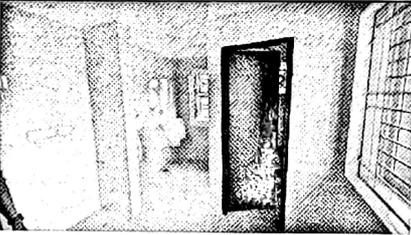
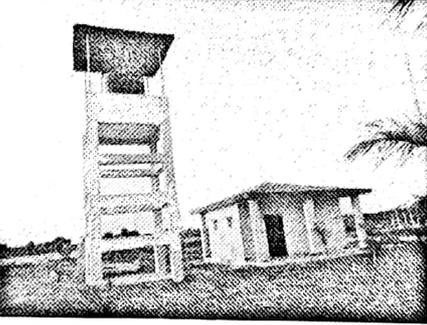
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Seal, name & address of the Bank & Branch

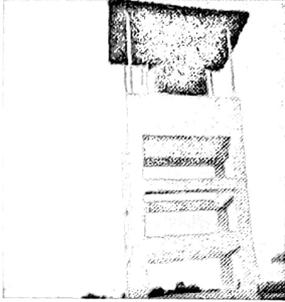
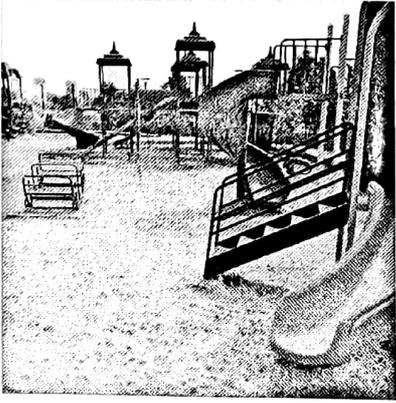
ANNEXURE – III: DESCRIPTION OF PROPERTY

A	Location GPS	<a href="https://maps.app.goo.gl/bjqd2RtRznAYvLik6">https://maps.app.goo.gl/bjqd2RtRznAYvLik6</a>			
Sl. No.	Item	No.	Area	Unit	Photos
1	Plantation & Lawn	1	19	Acre	
2	Waterbody	2	8	Acre	
3	Food Court	1	1600	Sqft	
4	Administrative zone	1	600	Sqft	
5	Paddle Boats	16	2-seater and 4-seater	Nos.	

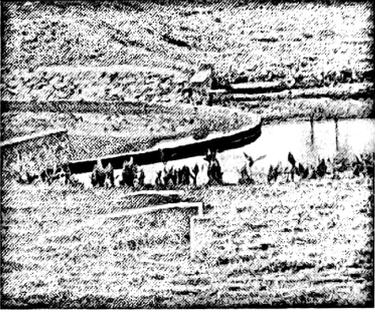
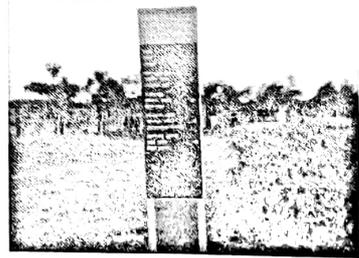
6

6	Maintenance Store	2	1291	Sqft	
7	Security Room 2 floor	1	400	Sqft	
8	Toilet Block Type 1	2	430	Sqft	
9	Toilet Block Type 2 + Drinking water Facility	3	430	Sqm	
10	Covered Sit out space	10	100	Sqft	

4

11	Floating Fountain	7	-	Nos.	
12	Parking	1	2	Acre	
13	Overhead water Tank	3	-	Nos.	
14	Children's Play Equipment	1	-	Nos.	

2

15	Electrical Illumination (Streetlight, Bollard lights etc. .)	350, 219	-	Nos	
16	Water Supply, Sanitation, Irrigation and External sewerage System	-	-		
17	Pathways	-	3	km	
18	Signages	-	-	Nos.	
19	Sculptures and murals	12	-	nos.	

4