



Request for Proposal

for

**“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS
& MACHINERIES WITH OPERATOR ON DAILY RENT BASIS
FOR BDA”CALL - 4**



RFP No.422

RFP Issued on 27.07.2026

Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha 751001
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**“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES
WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”**

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements

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contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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DATA SHEET

Sr.	Particular	Details
1.	Name of the Client	The Executive Engineer, Division-V, Bhubaneswar Development Authority Akash Shova Building, Bhubaneswar- 751001, Odisha
2.	Method of Selection & Proposal Validity	Least Cost Basis (LCS)
3.	Date of Issue of RFP	From 28.07. 2026 onwards
4.	Deadline for Submission of Pre-Proposal Query	NA
5	Pre-proposal meeting	NA
6.	Proposal Due Date	03.08.2026 (17.30 hrs.)
7.	Date of opening of Technical Proposal	04.08.2026 (11.30 hrs.)
8.	Date of opening of Financial Proposal	Will be intimated later on to the technically qualified bidders
9.	Bid Processing Fee (Non-Refundable)	INR 11,800/- (Rupees Eleven thousand and eight hundred only) in online mode.
10.	Earnest Money Deposit (EMD) (Refundable)	INR 2,00,000/- (Rupees Two lakh only) in online mode.
11.	Contact Person	The Executive Engineer, Division-V Bhubaneswar Development Authority (BDA), Akash Shova Building, Sachivalaya Marg, Bhubaneswar-751 001 E-mail ID: bdaeediv05@gmail.com
12.	Address for Submission of Proposal	Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha. Mode of Submission: Bids shall be submitted through ONLINE MODE only. Submission of bid through any other mode and late bid will be rejected.
13.	Place of Opening of Proposal	O/o the Executive Engineer, Division-V, Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha.
RFP can be downloaded from: www.tendersodisha.gov.in		

SECTION: 1

LETTER OF INVITATION

**“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES
WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”**

LETTER OF INVITATION

RFP No:422

Dated:27.07.2026

Name of the Assignment: “Selection of an Agency for Supply of Excavators & Machineries with Operator on Daily Rent Basis for BDA”

1. **Bhubaneswar Development Authority (BDA)**, (the “**Authority**”), invites proposal from reputed agencies for *“Selection of an Agency for Supply of Excavators & Machineries with Operator on Daily Rent Basis for BDA”*.
2. A bidder / consortium will be selected under **Lease Cost Basis (LCS)** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. 3723/F, Dated: 30.11.2018* of Finance Department, Govt. of Odisha.
3. The proposal completes in all respect as specified in the RFP Document must be accompanied with a **Non-refundable** amount of **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** towards **Bid Processing Fee** and a **Refundable amount** towards **EMD** of **INR 2,00,000/- (Rupees Two lakh only)** as prescribed in RFP, failing which the bid will be rejected.
4. The proposal must be submitted as per the details mentioned in this RFP. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal, date of opening of the technical proposal 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 - 1**]
 - b. Information to the Bidder [**Section - 2**]
 - c. Terms of Reference [**Section - 3**]
 - d. Technical Proposal Submission Forms [**Section - 4**]
 - e. Financial Proposal Submission Forms [**Section -5**]
 - f. Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]
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 / consortium of consultants 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.

**Executive Engineer, Division-V
Bhubaneswar Development Authority**

SECTION: 2

INSTRUCTION TO BIDDERS

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

1. Eligible Bidders

The bids are invited from a reputed and experienced excavator vehicle provider firm in accordance with the method of selection specified in the RFP and meeting the following conditions to apply:

Sr.	Eligibility Criteria	Supportive Documents
1.	The Agency should be a Single Legal Entity like Company registered under the Companies Act or an equivalent law outside India, Partnership Firm registered under The Indian Partnership Act or an equivalent law in India or a registered proprietary in India.	For Company/LLP: Certificate of incorporation as per relevant law For Partnership Firm: Certificate of registration or partnership deed
2.	The bidder / consortium members should have been in the relevant business for more than 2 years from the date of Incorporation on the last date of submission of the proposal. <i>Relevant business means supplying of Excavator on hire basis</i>	For Proprietorship Firm: Enlistment certificate with Odisha Government / other State Government / Government of India / PSU / ULB or any government agency in India and GST registration certificate
3.	Bidder should have supplied at least one (1) Excavator on Hire basis to Government / Semi Government Department/ PSU/Public Listed Company.	TECH -5, Copies of Work Order / Contract Document Or Completion Certificate / Letter of Completion from Concerned Authority.
4.	Bidder should be the registered owner or lease of at least two (2) Excavator of specification as mentioned in the RFP.	Registration Certificate of the vehicle along with valid driving license of the Driver. Note: If bidder opted for lease option, then, bidder is required to submit lease agreement (on Rs 100 Stamp Paper) with the owner and a power of attorney (PoA) (on Rs. 100 Stamp Paper) from owner of the excavator.

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Sr.	Eligibility Criteria	Supportive Documents
5.	The bidder must have a minimum annual turnover of INR 50.00 (Fifty Lakhs) during the last three financial years i.e.(2023-24, 2024-25, 2025-26)	TECH - 3 along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ consortium consultants.
6.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client. <i>(Affidavit in non-judiciary stamp paper of ₹ 100/- sworn in before the Executive Magistrate/ Notary Public)</i>	Self-Declaration from the Bidder / Lead consultant as per the format (TECH - 6)
7.	The bidders shall submit a Power of Attorney in favour of the bidder's representative.	Copy of power of attorney (TECH - 4)
8.	Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in last 3 years on the letterhead of the bidder	Undertaking

Please note that for the purposes of this RFP, consortium/ JV is not allowed

2. Documents/Formats needs to be submitted along with TECHNICAL PROPOSAL:

The bidder / consortium of consultants has to furnish the following documents duly signed in along with their Technical Proposal:

- a. Filled in Bid Submission Check List in Original **(Annexure-I)**
- b. Covering letter **(TECH- 1)** on bidder's letterhead requesting to participate in the selection process.
- c. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder **(TECH - 2)**
- e. Registration certificate of excavator (Ownership proof) and valid driving license of the Driver
- f. Financial Details of the bidder **(TECH - 3)** along with all the supportive documents as applicable duly signed as per the instruction.
- g. Power of Attorney **(TECH - 4)** in favour of the person signing the bid on behalf of the bidder.
- h. List of completed assignments of similar nature (Past Experience Details, **TECH - 5)** along

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with copies of contracts / work orders / completion certificate from previous Clients.

- i. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- j. Self-Declaration regarding Conflict of Interest (**TECH - 6**)
- k. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)

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 complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.

3. Bid Processing Fee :

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** in online mode. Proposals received without bid processing fee will be out rightly rejected.

4. Earnest Money Deposit (EMD) :

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 2,00,000/- (Rupees Two lakh only)** in online mode.

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 of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

Bidder withdraws its proposal during the bid validity period as specified in RFP

Bidder does not respond to requests for clarification of its proposal.

Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.

If the bidder fails to

- provide any clarifications to the Client
- agrees to the decisions of the contract negotiation meeting
- sign the contract within the prescribed time period
- furnish required Performance Bank Guarantee in time.

Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal:

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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.

6. Pre -Proposal Queries / Pre-Proposal Meeting:

NA

Pre-proposal meeting will be held as per schedule mentioned in the bidder data sheet.

7. Preparation and Submission of Proposal:

Bidder must submit their proposals by **online mode** only 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 any delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each page of the two parts should be page 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 outrightly rejected by the Client.

a. Documents Comprising the Bid

The proposals to be submitted by the bidders shall be in two separate parts, **Technical Proposal & Financial Proposal**. The Proposal shall be submitted in separate covers as under:

Part 1- Technical Proposal (to be submitted online only)

Cover 1, the “**Technical Proposal**” should have the following documents:

- a. Filled in Bid Submission Check List in Original (**Annexure-I**)
- b. Covering letter (**TECH- 1**) on bidder’s letterhead requesting to participate in the selection process.
- c. Copy of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder (**TECH - 2**)
- e. Registration certificate of excavator (Ownership proof)
- f. Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- g. Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
- h. List of completed assignments of similar nature (Past Experience Details, **TECH - 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- i. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- j. Self-Declaration regarding Conflict of Interest (**TECH - 6**)

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- k. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)

Part 2-Financial Proposal

The Cover 2 the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in this RFP.

b. Submission of Bids
(Online submission as per Govt. of Odisha e-Procurement Procedure)

The “**Technical Proposal**” and “**Financial Proposal**” must have to be submitted in two separate Sealing and Marking of Proposals along with the prescribed formats/information mentioned in the RFP Document.

Cover I Technical Proposal: To be opened on the scheduled date and time.

Cover II Financial Proposal: Not to be opened except with approval of the Authority.

The contents of the “**Technical Proposal**” and “**Financial Proposal**” shall be as specified in Section 2 of ITB.

Note:

- a) Bids shall be submitted through **online mode** only. BDA shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- b) The Scope of Work to be carried out by the Selected Agency is detailed in Section 3. The Bidders are required to quote for the entire scope of work detailed in Section 3, failing which the Bid will not be considered for evaluation.

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

8. Opening of the proposal:

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder’s representatives at the location, date and time specified in the Data Sheet.

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The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

9. Evaluation of Proposal:

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

Technical Evaluation (1st Stage): Preliminary evaluation of the proposals will be done to determine whether the proposal comply to 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 & Earnest Money Deposit (EMD) as applicable.
- ✓ General Details of the Bidder (**TECH - 2**).
- ✓ Registration certificate of excavator (Ownership proof) along with valid driving license of the Driver.
- ✓ 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.
- ✓ Self-Declaration on Conflict of Interest (**TECH - 6**).
- ✓ Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organisation in the recent past.
- ✓ Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder).
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorised representative of the bidder.

** Bids not complying to any of the above requirement, will be outrightly rejected at the discretion of the Client's authority.*

Bidders who qualify in terms of technical proposal will be called for financial evaluation.

FINANCIAL EVALUATION (2nd Stage): The financial proposals of the bidders qualifying the technical evaluation (1st Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

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10. Evaluation Process:

The award of work shall be done on **Least Cost Basis (cost-based selection approach)** among the qualifying bidders, meeting eligibility requirements. The financial bids of the technically qualified bidders only shall be opened on the due date of opening.

- a) After the preliminary evaluation with regard to the compliances being met and bidder is found responsive, Authority may or may not notify those bidders whose proposals were not considered as per conditions of RFP. The Authority shall simultaneously notify qualifying firms indicating the date and time set for opening of the Financial Proposals.
- b) The Financial Proposals shall be opened publicly in the presence of the Agency's representatives who choose to attend. The name of the Agency and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- c) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e., whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- d) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The rank of proposal shall be determined according to their financial quote.
- e) Proposals shall finally be ranked according to their financial quote. The award of work shall be done on **Least Cost Basis (Cost Based Selection approach)** among the qualifying bidders.
- f) In case of a tie with respect to the bid price for **L1**, following steps to be taken:
 - i. In case of technical score is there for evaluation, then, the bidder having higher technical score will be considered the preferred bidder.
 - ii. Further, in case of tie in technical score, then, as per the OPWD code, transparent lottery option to be followed.
 - iii. In case of technical score is not there for evaluation, then, as per the OPWD code, transparent lottery option to be followed.

11. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **5% of the contract value** from a scheduled commercial bank situated in Bhubaneswar in favour of **“Executive**

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Engineer, Division-V, BDA”, as per the format at **Annexure-II**, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of 3 months 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 three months 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.

12. 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.

13. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **12 (Twelve) months** from the date of effectiveness of the contract and will be extended on mutual consent. **The rate quoted by the bidder is valid for 24 months and BDA will use this rate to assign further work to the selected bidder on proportionate basis and in this case no ceiling is applicable to the contract.**

14. Conflict of Interest:

Conflict of interest exists in the event of:

- (i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with the Client directly or indirectly; and
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

15. Disclosure:

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to

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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.
- b. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - 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;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

16. 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 of time, disqualifying it from participating in any related bidding process for the said period.

17. 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.

18. 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.

19. Legal Jurisdiction:

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All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

20. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

21. 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 Consultant 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 consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through <Name of the Department> Department 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.

23. 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.

24. Copyright, Patents and Other Proprietary Rights:

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

BDA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

25. Force Majeure:

For purpose of this clause, “Force Majeure” means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

26. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Vice Chairman, BDA and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar.

27. Disqualification of Proposal:

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

Proposal submitted without Bid Processing Fee & EMD as applicable

Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP

During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices

Proposal is received in incomplete form

Proposal is received after due date and time for submission of bid

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

Proposal is not accompanied by all the requisite documents / information

A commercial bid submitted with assumptions or conditions

Bids with any conditional technical and financial offer

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

Proposal is not conforming to the requirement of the scope of the work of the assignment.

Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), 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 bid;

Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

Any other condition / situation which holds the paramount interest of the Client during the overall selection process.

28. Liability:

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

29. Indemnity:

The Consultant at all times during the pendency of this agreement, keep the Government/ Authority Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

SECTION: 3

TERMS OF REFERENCE (ToR)

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

1. Introduction

Bhubaneswar Development Authority (BDA) has been constituted by the Housing & Urban Development Department, Government of Odisha, to plan and regulate development within its plan area. The objective behind the constitution of the Authority was to take up planned and systematic development, prepare development plans including zonal development plans, undertake works pertaining to construction of housing colonies, shopping centers, markets, provide public amenities, regulate development and use of land and undertake schemes for improvement and clearances of slums and urban re-generation programmers. The city is well connected with the other parts of the country by rail, road and air. The reason for rapid growth of the Capital City may also be attributed to the major industrial developments taking place in the state of Odisha.

2. Project Background

Bhubaneswar Development Authority (BDA) has various properties within the BDPA Area. The Authority is authorized to undertake demolition /eviction of unauthorized/ deviated construction undertaken in violation of provisions of Act, Rules and regulations.

For the aforesaid purpose, BDA intends to select a reputed and experienced agency in accordance with the method of selection specified in the RFP for **“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA”**.

3. Broad Scope of Work:

The agency selected for the purpose will be responsible to provide required excavator along with machineries and operator during the contract period. BDA seeks Proposals (technical and financial) from prospective bidders who can provide BDA Excavators and Machineries with operators on hire basis. The agency should be capable of providing prompt, punctual, efficient, safe, courteous and quality service with outstanding record of providing machines to Govt. /Semi Govt. The machines should be regularly serviced and maintained with fulfilling compulsory requirement of as per Applicable Acts / Rules /Regulations as applicable (like Pollution certificate, road tax, Insurance). Details of tentative required excavators/machineries are as under:

Sr.	Details of Excavators / Machineries to be hired	Quantity
i	Standard Excavator with Backhoe - one cum bucket and breaker (with operator on hire basis)	01
ii	Chain mounted excavator with one cum bucket and breaker (with operator & as and when required basis)	01
iii	Compressor breaker (with operator & as and when required basis)	01
iv	Electrical needle concrete breaker (with operator & as and when required basis)	01

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

***Note:** The above list of excavators/machineries are just indicative and bidders are required to provide additional excavators/machineries as per the requirement on same terms and conditions specified in this RFP.*

4. Terms and conditions of the draft Contract Agreement:

- a. Upon selection of the agency, the Contract agreement shall be valid and continue for a period of 1 (One) year and may be extended by BDA for another 1 (One) year at BDA's own discretion. If any agency violets the Terms & Conditions of the agreement then the agreement of the said agency will stand canceled. Considering the volume of enforcement work, BDA at its discretion may keep two bidders to provide required machineries by negotiating to the lowest quoted rate.
- b. The Agency will have to provide extra machines at the same rate, terms and conditions as and when required by BDA.
- c. No. of vehicle will increase / decrease as per the requirement of BDA.
- d. The rate quoted by the agency shall include the rent for vehicles and machineries, fuel, lubricants, operators cost, insurance, maintenance, payment for statutory dues, etc. all complete. BDA shall not be liable for making any additional payment over and above to the quoted amount.
- e. However, the transportation of the excavators and machineries to the sites / location / project shall be paid over and above to the cost and shall be as per approved rates of Govt. The payment shall be made only after certification of the nodal officer / engineer and such transportation has been made as per direction of BDA / nodal officer of BDA.
- f. The machine and equipment to be provided should have commercial registration, valid fitness and valid permit as well as valid comprehensive insurance for operator/person so engaged with up-to-date payment of taxes as provided under M.V Act. In case of any accident during execution of works or while moving to site, BDA will in no way responsible and the expenditure thereon if any, will be borne by the agency.
- g. The drivers / operators of the machines should have valid driving licenses to drive the machine and equipment.
- h. BDA shall not be responsible for any damage caused to this deployed Machinery equipment by Agency/Firm due to any accident/fire/theft/natural calamity/ or any unforeseen circumstances or during performance of its duty.
- i. Excavators and machineries along with operators to be deployed / stationed at location designated by BDA or at location agreed by BDA & the make and specification of all the machineries are to be approved by the BDA before deployment.
- j. Maintenance of the vehicles / machines shall be done on off time (night time) or on holidays or on idle times with prior approval of Nodal officer.
- k. Non availability of machines at the designated location to be deemed as not availability of machineries for use.
- l. The Vehicles / machineries to be engaged shall be in good condition and of not more than 3 years old with optimum working capacity.
- m. During the period of agreement, the hiring charges shall not be enhanced.

**“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH
OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”**

- n. It will be ensured through service provider that the machine and equipment are kept under optimum running condition and avoid accidents attributable to lack of maintenance/ upkeep.
- o. BDA will in no way response to for violation of traffic rule and/ or infringement of any other law for the timing in force either by the driver of the operator or by the service provider. The operator as well as agency shall comply with relevant rule and regulation of motor vehicle Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user BDA would not be held liable / responsible in any manner what so ever. The agency shall be responsible for compliance to all applicable acts / rules / regulation relating to the services provided.
- p. The Agency would submit bills on monthly basis and BDA would ensure payment of the bills if the submission of bills will be in order accompanied by valid documents and service provided is satisfactory.
- q. The Agency shall be responsible for any police / court case concerning the vehicle during engagement. BDA shall have no liability on this account.
- r. At any point of disengagement of any / or all the vehicles / machineries due to unsatisfactory service rendered by the Agency, action as deemed fit including the initiation of blacklisting of Agency will be taken by the BDA.
- s. The cost of fuel, lubricant, repair and maintenance, replacement of tyres, tubes, battery of the vehicle and all other incidental expenses shall be borne by the Agency.
- t. A penal provision @ 3 times of the daily hire charges per excavator or machine/ day shall be imposed for non-supplying of machineries.
- u. The Agency shall supply certified logbooks to the operator of the concerned machineries and the said log books in duplicate should be maintained by the operator neatly basis with attestation of the concerned officer(s) utilizing the machine.
- v. The operator so engaged by the Agency shall have to maintain the logbook with signature and the officer concerned utilizing the machines will also countersign it. The Agency will have to furnish the logbook, attested by the concerned officer and also have to furnish for the verification before payment of bills.
- w. The Agency must undertake to ensure uninterrupted service of the hired machines throughout the period of agreement. The Agency shall have to provide substitute machine to the concerned officer failing which it will be construed as breach of contract.
- x. Dispute resolution
 - i. Amicable resolution
Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Agreement shall in the first instance be attempted to be resolved amicably through discussions between the Parties.
 - ii. Arbitration Procedure

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

Any Dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the Vice Chairman of the BDA who shall choose list of 3 independent arbitrators unconnected with affairs of either parties given option to choose one among them to be the sole arbitrator to undertake the arbitration, on such terms and conditions and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“Arbitration Act”). For all purposes, the principal Civil Court, Bhubaneswar, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.

iii. Place of Arbitration

The place of Arbitration shall be at Bhubaneswar and in case of any dispute about the venue of arbitration; the decision of the arbitrator shall be final and binding between the parties.

- y.** BDA may disengage/reject any or all the machines without assigning any reason thereof at any time within 7 (seven) days’ notice.
- z.** Operator to be deployed by the Agency:
 - i.** The agency shall responsible for the Act & Deeds of operator of the machine including the following:
 - a.** The operator shall be reachable at all time during the duty hour.
 - b.** All operators / drivers engaged should have valid life insurance.
 - c.** The operator of the machine deployed for duties maintain politeness and courteous behavior towards BDA officials / department users as well as other departmental staff. Following may be construed as “Misbehavior” and shall attract penalties as per provisions of the contract.
 - i.** Repeated instances may result in termination of services.
 - ii.** Denial of duties during contract period or during hours as noticed by BDA.
 - iii.** Use of abusive language.
 - ii.** Operator should be properly dressed in neat & clean attire and keep the machine clean and tidy.
 - iii.** The operator in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event BDA shall have full rights to terminate the contract with immediate effect.
 - iv.** Operator must be provided a working mobile phone and contact number be provided to the BDA / Authorized officials of BDA and the driver shall be reachable at all time during duty hour.

**“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH
OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”**

5. Payment Terms:

Payment will be made on submission of bill in monthly basis and the extract of logbook duly filled and countersigned by the concerned officer. The payments shall be made after deduction of applicable taxes.

Bidder should note that nos. /quantities mentioned in financial BoQ are just for reference and payment shall be made on actual use of excavator.

6. Method of Selection

A bidder will be selected under **“Least Cost Based Selection”**. All the Technical Bids shall be evaluated by BDA, and the financial bids of the technically qualified firms will be opened for evaluation. The date of opening the financial bids will be intimated accordingly. Final selection of the agency would be based on the least cost basis.

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

**“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH
OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”**

TECH -1
COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To
The Executive Engineer, Division-V
Bhubaneswar Development Authority
Akash Shova Building, Bhubaneswar-751001, Odisha

**Subject: SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES
WITH OPERATOR ON DAILY RENT BASIS FOR BDA 2ND CALL. [TECHNICAL PROPOSAL]**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, Dated: _____. I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

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

Yours faithfully,
Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: ____

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

TECH -2

Bidder's Organisation (General Details)

Sr.	Description	Full Details
1	Name of the Bidder / Consortium	
2	Address for communication: Tel: Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount : Date: Name of the Bank:	
7	EMD Details Amount : 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 [In full and initials]: _____

Name and Designation with Date and Seal: _____

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

TECH - 3

Bidder Organisation (Financial Details)

Financial Information in INR				
Details	FY 2023-24	FY 2024-25	FY 2025-26	Average
Consulting Turnover (in Lakh)				
Supporting Documents: Audited certified financial statements for the last 3 FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) <i>Filled in information in this format must 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.</i>				

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

**"SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH
OPERATOR ON DAILY RENT BASIS FOR BDA 4th call"**

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organisation) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organisation>**, **<Designation of the person>** of the company acting for and on behalf of the company under the authority conferred by the **< Notification/ Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>, <year>**.

The signatures of **<Name of person>** in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

**"SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH
OPERATOR ON DAILY RENT BASIS FOR BDA 4th call"**

Address of the Bidder:

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (List of <Nos> completed assignments only of similar nature in any sector during last <Nos> years)**

Sl. no.	Period	Name of the Assignment with details thereof	Name of the Client	*Contract Value (in INR) and Duration in Month	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list limited to <Nos> assignments of similar undertaken during the last <Nos> Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

**"SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH
OPERATOR ON DAILY RENT BASIS FOR BDA 4th call"**

TECH - 6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6).**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory *[In full initials with Date and Seal]:* _____

Communication Address of the Bidder: _____

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

**“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH
OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”**

FIN - 1

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To

The Executive Engineer, Division-V

Bhubaneswar Development Authority

Akash Shova Building, Bhubaneswar-751001, Odisha

**SUBJECT: SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES
WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th CALL [FINANCIAL PROPOSAL]**

Sir

I, the undersigned, offer to provide the 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 [Insert amount(s) in words and figures*].

The above quoted amount is exclusive of the taxes applicable as per GST Act. 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. I remain,

Yours faithfully,

Authorized Signatory

[In full and initials]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

**Amount must match with the one indicated in Fin-2.*

Note:

- 1. Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.***

“SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINERIES WITH OPERATOR ON DAILY RENT BASIS FOR BDA 4th call”

FIN - 2 (Appendix D)

SUMMARY OF COST ESTIMATES & FEE QUOTED

Sr.	Type of Excavator	Rental	No.	Rate (Rs.)	Total (Rs.)
1.	Standard Excavator with Backhoe - one cum bucket and breaker. (with operator)	Per day	365		
2.	Chain mounted excavator with one cum bucket and breaker (with operator & as and when required basis)	Per day	365		
3.	Compressor breaker. (with operator & as and when required basis)	Per day	365		
4.	Electrical needle concrete breaker. (with operator & as and when required basis)	Per day	365		
Total					

Total Costs in words: _____

Note:

- 1. Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.***
- 2. Rate quoted above is all inclusive, except GST. GST shall be paid as per prevailing rate.***

SECTION: 6

BID SUBMISSION CHECK LIST

Annexure - I

Sr.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. 11,800/- as prescribed in the RFP		
4	Rs. 2,00,000/- as prescribed in the RFP		
5	General Details of the Bidder (TECH - 2)		
6	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		
7	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments		
9	Self-Declaration on Potential Conflict of Interest (TECH- 6)		
10	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		

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 [In full and initials]:_____

Name and Designation with Date and Seal: _____

PERFORMANCE BANK GUARANTEE FORMAT

To

The Executive Engineer, Division-V

Bhubaneswar Development Authority

Akash Shova Building, Bhubaneswar-751001, Odisha

WHEREAS _____ (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service _____ (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by _____ (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the_____day of_____, <Year>

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt._____otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank & Branch

<<Any Other assignment related Material may also be included in the Annexure for the bidder>>

SECTION: 7

Procedure for E- Tendering

Procedure to participate in online bidding- e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. **THE PORTAL REGISTRATION OF THE BIDDER/ FIRM IS TO BE AUTHENTICATED BY THE STATE PROCUREMENT CELL AFTER VERIFICATION OF ORIGINAL VALID CERTIFICATES/ DOCUMENTS SUCH AS (I) PAN AND (II) REGISTRATION CERTIFICATE (RC)/ GST REGISTRATION CERTIFICATE AND GSTIN (FOR PROCUREMENT OF GOODS) OF THE CONCERNED BIDDER. THE TIME PERIOD OF VALIDITY IN THE PORTAL IS AT PAR WITH VALIDITY OF RC/ GST REGISTRATION CERTIFICATE AND GSTIN. ANY CHANGE OF INFORMATION BY THE BIDDER HAS TO BE RE-AUTHENTICATED BY THE STATE PROCUREMENT CELL. AFTER SUCCESSFUL AUTHENTICATION, THE BIDDER CAN PARTICIPATE IN THE ONLINE BIDDING PROCESS.**

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

- a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- b) The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear on the "Active Tenders" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for a specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
- c) The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

- 1.1 Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4 For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5 Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6 The bidder may ask questions related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7 The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while up-loading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8 Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 1.9 The system generates a mail to those bidders who have already uploaded their tenders and those bidders, if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/

cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/ documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be affected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

- 2.1 The EMD or Bid Security payable along with the bid is as mentioned in the bid document.
- 2.2 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 2.3 The Government of Odisha has introduced e-payment gateway into the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids".

3. FORMAT AND SIGNING OF BID:

(Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last-minute problem of power failures etc.

- 3.1 The Bidder shall go through the Bid carefully and list the documents that are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.
- 3.2 The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been uploaded in an appropriate place, he clicks the submit button to submit the bid to the portal.
- 3.3 The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after the due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 3.4 In the e-procurement process each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.
- 3.5 The Bidder should ensure clarity of the document uploaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid, if so, desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

4. SUBMISSION OF BIDS: -

- 4.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 4.2 Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the

bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

- 4.3 The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 4.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 4.5 The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 4.6 Bids cannot be submitted after the due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 4.7 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 4.8 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 4.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 4.10 The bidder should check the system generated confirmation statement on the status of the submission.
- 4.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 4.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 4.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bid.
- 4.14 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer Inviting the Bid.
- 4.15 The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/bogus, his

EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

5. SECURITY OF BID SUBMISSION:

- a. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- b. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

6. DEADLINE FOR SUBMISSION OF THE BIDS:

- 6.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer inviting the Bid.

7. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 7.1 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

8. LATE BIDS:

- 8.1 The system shall reject submission of any bid through portal after closure of the receipt time. For all purposes the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

9. MODIFICATION AND WITHDRAWAL OF BIDS:

- 9.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

9.2 In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

10. OPENING OF THE BID:

10.1 Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers' private key will be required to open the bids and all the openers have to log on to the portal during that time.

10.1.1 The bidders who participated in the online bidding can witness the opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

10.1.2 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

10.2 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

10.3 In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

10.4 The Bid openers, who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers log on the portal with their DSC the Tender cannot be opened.

10.5 In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

11. EVALUATION OF BIDS: -

11.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

11.2 After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical

nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

- 11.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 11.4 Immediately, on receipt of these clarifications, the Evaluating Officers, predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid, if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass it on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 11.5 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 11.6 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.
- 11.7 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 11.8 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 11.9 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wishes to be present.
- 11.10 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 11.11 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 11.12 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

- 11.13 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 11.14 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 11.15 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 11.16 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

12. CLARIFICATION AND NEGOTIATION OF BIDS:

- 12.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 12.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 13.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.
- 13.2 The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 13.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 13.4 If the L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application

will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted y the L1 bidder, otherwise the tender will be cancelled.

14. BLOCKING OF PORTAL REGISTRATION

- 14.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 14.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 14.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight of the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 14.4 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 14.5 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
- 14.6 Fails to execute the agreement within the stipulated date.
- 14.7 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.
- 14.8 Accordingly, the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
- 14.9 The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

DISCLAIMER

The Applicant must read all the instructions in the RFP and submit the same accordingly.

**Executive Engineer, Division-V
Bhubaneswar Development Authority**