

AKASH SOBHA BUILDING, PANDIT JAWAHARLAL NEHERU MARG, BHUBANESWAR-751001

Phone: 0674-2390842/ 2392801, Fax: 0674-2390633

RFP No: Engg-IV-Vehicle-05/2014-15(Pt)/1120

Dated: 15.09.2022

REQUEST FOR PROPOSAL

FOR SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS & MACHINARIES WITH OPERATOR ON HIRE BASIS FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

Period of availability of RFP document

In BDA website www.bda.gov.in

: 19.09.2022 to 28.09.2022 up to 5.00PM

(Downloadable from website:

<http://bda.gov.in>

Last date for receipt of proposals

In physical shape

: 11.10.2022 up to 5.00PM

(As per Clause 08 of RFP)

(Through Speed Post /Registered post only)

(No drop box facility available)

Date and time of opening of

Technical Bid

: On. 12.10.2022 at 11.30AM

Place of submission of proposals

In physical shape

**: Executive Engineer, Division No-IV
Bhubaneswar Development Authority**

Akash Sova Building,

Pt. Jawaharlal Nehru Marg, Bhubaneswar-751001

Date and Time of financial

Bid opening.

: To be intimated later to the qualified Bidders.

For further information

Please contact

: Executive Engineer, Division No-IV

Bhubaneswar Development Authority

Akash Sova Building, Sachivalaya Marg

Bhubaneswar - 751 001

OR

Sri P.K.Panda, A.E.E (Mech.) (Mob) 9439780865.

1. Objectives

Bhubaneswar Development Authority (BDA) is a statutory body constituted under ODA Act-1982. 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 engages man and machineries for smooth execution of such demolition/eviction at the cost and risk of the occupier/ deviator. The machineries are usually hired from private agency on payment through negotiation. In order to maintain fairness and to ensure proper service by Pvt. Agency, BDA proposed and decided to select a suitable operator through tender process and float RFP for response. The contract shall be initially for a period of **one year** and may be extended for another year based on satisfactory performance of the agency and shall be at the sole discretion of the BDA. 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).

Sl. No.	Details of Excavators / Machineries to be hired	Quantity
1	Category of Vehicles & machineries on Hire basis	
i	Standard Excavator with Backhoe - one cum bucket and breaker. (with one operator on monthly hire basis)	01
ii	Chain mounted excavator with one cum bucket and breaker (with one operator as and when required)	01
iii	Compressor breaker. (with one operator as and when required)	01
iv	Electrical needle concrete breaker. (with one operator as and when required)	01

2. Minimum Eligibility Criteria:

- The agency should have at least the minimum eligibility criteria mentioned below. :
 - i. The agency should be a single business entity.
 - ii. Aggregate experience of at least **two (2) years** in the field of supplying of at least one (1) Excavator of specification as mentioned in the RFP on hire basis to Government / Semi Government Department.
 - iii. Should be the registered owner of at least one (1) Excavator of specification as mentioned in the RFP.

2. Undertaking

The agency shall provide an undertaking for the following without which the proposal shall be disqualified; (in format provided in Annexure-VI)

- All the machines to be supplied by the agency should be insured.
- The behavior of the operator to be engaged by the agency for the machineries shall be well mannered, decent and well dressed. The operator shall be well conversed with all the roads in and around Bhubaneswar.
- All the machines to be supplied by the agency shall be in good condition and in case of any breakdown the agency shall have to replace / repair it immediately without hampering the official activities and any deviation entail imposition of penalty for non supplying of excavators/ machineries.

2.1 Even if an applicant agency satisfies the above requirements, it will be subject to disqualification, at any stage of Contract period, if it has:

- a. Made a false representation in the form, statement and attachments required in the proposal submission documents,
- b. Record of poor performance such as abandoning work, not complying the Terms & Conditions of the contract agreement properly, bad behavior of the operator and,
- c. If it has been convicted by any court of law in their earlier assignment. The bidder shall submit an undertaking for the same at the time of bidding.

Note:-

The supply of service, machineries and equipments, along with operator, employees and mechanics if any, and any of their statutory responsibility shall be upon the selected agency. For all purposes the tender work is on "Turn Key" basis and the selected bidder shall be the principal employer and in circumstances BDA shall be responsible concerning the aforesaid and in case any claim/dispute raised shall be invalid in view of this express provision and even thereafter the selected bidder shall indemnify BDA in all respect.

2.2. A bidder must not have, during the last five (5) years, failed to perform any of such contract, as evidenced by imposition of a penalty by the client or an arbitrator or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any organization or agreement nor have had any agreement terminated for breach of contract by such bidder.

3. Selection Procedure

The broad stages for selection of the Agency constitutes as under.

- a) **Invitation of Request for Proposal (RFP) in the form of Technical & Financial Proposal:**
BDA invites the proposals from prospective bidders to submit their proposal to participate in the bidding process in two separate sealed envelopes;

One envelop shall contain the Technical Bid which shall consist of all the submission requirements and other envelope should contain financial Bid.

- b) Evaluation of the Technical bid:** The proposals of the bidder who fulfills all the technical eligibility criteria will be qualified for financial Bid opening. The proposals of the bidder, which are not technically qualified, will not be eligible for Financial Bid opening.

- c) Financial Bid opening and selection of the agency:** Selection of an agency shall be on the least cost (L1) basis i.e., technical qualified bidder quoting the lowest financial bid shall be awarded with the contract. However, the authority (BDA) reserves the right to call for the 2nd, 3rd & 4th lowest bids for negotiation for short listing and empanelment at the negotiated price. in case the service provided by the L-1 bidder is not satisfactory or in extreme urgency situations and in such case if the second lowest bidder agrees to supply at the price proposal of the lowest bid (L-1) submitted then his bid may be taken into consideration. The decision for hiring multiple operators for supply of different types of Excavators and machineries at the rates of 1st lowest bidders lies at the sole discretion of the BDA.

- d) Letter of Award and Signing of Agreement:** Consequent upon selection of bid, BDA shall issue the (LOA) to be executed within seven days of its service and consequential execution of the agreement within such period specified by BDA.

- e) Performance Security:** Successful bidder shall be required to submit Performance Security of **Rs.2,00,000.00 (Rupees Two lakh)** only in shape of NSC/POSB/KVP/ POTD/ Bank Guarantee from any nationalized / Scheduled Commercial Bank counter guaranteed by its local branch at Bhubaneswar duly pledged in favour of Executive Engineer, Division No.IV, BDA, Bhubaneswar within 10 days of issuance of LOA which should be valid till the agreement is in force.

4. Earnest Money (EMD)

- a)** The bidder shall furnish along with bid the “**Bid security declaration form**” in **schedule-K** as per Works Department office memorandum No-5984 dt.27.04.2021.
in favour of Executive Engineer, Division No-IV, BDA, Bhubaneswar.
- b)** Bids received without “**Bid security declaration**” shall be summarily rejected.

5. Period of the Contract

Upon selection of the agency, the Contract shall be valid and continue for a period of **1 (One) year** and can be extended by BDA for another 1 (one) year at its own discretion based on the satisfactory performance. BDA shall have exclusive and irrevocable right to review the performance of the

selected agency on quarterly (on every 3 months) and only in case of satisfactory performance of the agency the services shall be continued.

6. Termination

If in the view of BDA, the performance of selected agency is not satisfactory and the agency violates the terms and conditions of the contract, BDA may at its sole discretion, terminate the engagement of the Agency at any time. The BDA, in doing so, shall intimate the Agency in writing with its termination letter. The decision of BDA in this matter shall be final and binding.

7. Final decision making authority

BDA reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for such action of BDA.

8. Submission Requirement

To be eligible for a valid proposal, the bidders are required to submit their proposal in two Envelopes comprising

- **Technical Bid in Envelope 'A'**
- **Financial Bid in Envelope 'B'**

The **Technical Bid (Envelope 'A')** and **Financial Bid (Envelope 'B')** must be inserted in a separate sealed envelope, along with **applicant's name, address, phone number** in the left hand corner of the envelope.

If any applicant does not fulfill the submission criteria mentioned with this Clause, it will be subject to cancellation of the proposal.

Envelope A- Technical Bid

The Technical Proposal of the applicant would consist of the following Annexures and the below mentioned information with documentary evidences for evaluating their proposals as valid and responsive:

- a) Covering Letter - **Annexure I**
- b) Information about the Applicants - **Annexure II**
- c) Self-Declaration – **Annexure III**
- d) Power of Attorney – **Annexure-IV**
- e) Declaration – **Annexure-VI**

- f) Copy of Registration certificate of the Agency, if applicable.
- g) Copy of Fitness certificate of machines,
- h) Copy of Valid insurance.
- i) Copy of Valid GST registration certificate along with updated return filed before the Competent Authority
- j) Copy of work order or agreement executed between the Agency and the client for supply of machine and equipment like excavator in support of his past experience.
- k) Copy of valid license of the agency.
- l) Copy of Pan Card of the agency.

The original documents/records/certificates should be produced by the bidders within three days of opening of the technical bid for verification in the office of the EE, Division no-IV, BDA.

- m) **Bid Document Processing Charges** - An non-refundable amount **INR 6000/- + 18% GST (Totaling to Rs.7080/-)** towards processing charges in the shape of Demand Draft from any Nationalized / Scheduled commercial bank in favour of the Executive Engineer, Division No-IV, Bhubaneswar Development Authority, payable at Bhubaneswar should be furnished failing which the bid will be rejected.
- n) Bid security declaration in schedule-K, in favour of Executive Engineer, Division No.IV, BDA, Bhubaneswar should be submitted failing which the bid will be treated as non-responsive and will be rejected.

All Applicants shall strictly follow the above submission requirement along with its related supporting documents at the time of submission of the bid. Short or non-submission of desired information and deviation in submission of formats for any/ all of the above information must be the reason for rejection of the proposals for this bidding process.

Envelope B-

The Envelope B would contain the financial Bid in **Annexure-VII**,
Annexure VII- Covering Letter containing financial bid.

Both the envelopes i.e., **Envelope 'A'** and **Envelope 'B'** must be packed in a separate sealed outer cover and clearly super scribed with the following:

REQUEST FOR PROPOSAL FOR SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATOR AND MACHINERIES WITH OPERATORS ON HIRE BASIS TO BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

The outer sealed cover containing envelop A & B should be submitted to Executive Engineer, Division No.IV, BDA, Akash Sova Building, Sachivalaya Marg, Bhubaneswar by **Speed Post / Registered Post** on or before the last date and time indicated in bid schedule. The authority is not responsible for any postal delay.

The Financial Bid should clearly indicate the price to be charged without any qualification whatsoever and should include all taxes, duties, levies, GST and other charges as may be applicable in relation to the activities and works to be carried out. The financial rates quoted by the bidders should be within the maximum limits as prescribed by the Govt. of Odisha from time to time.

The application along with all forms in appropriate formats and documentary proofs must be in **spiral binding form** and each page initialed by the bidders and serially numbered.

The Proposals shall be addressed to BDA, Bhubaneswar at the following address:

**Executive Engineer, Division-IV
Bhubaneswar Development Authority
AKASH SOVA BUILDING, SACHIVALAYA MARG.
Bhubaneswar – 751 001**

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

9. Language of Proposal

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

10. Number of Proposals

An Applicant is eligible to submit only one Proposal.

11. Proposal Submission Date

Proposals submitted in all respect must reach BDA office at the specified address on or before the scheduled date through **Speed post / Regd. Post** (no drop box facility shall be available for submission). If the specified date for the submission of Proposal is declared as a holiday for BDA, Bhubaneswar, the Proposal will be received up to the appointed time on the same time on next working day.

12. Late Submission:

Proposals received after the deadline for submission prescribed by the BDA will be rejected.

13. Confidentiality

An Applicant shall treat all the information, records, reports, technical data, contracts, agreements, maps, drawings and any other documents provided to them under this RFP process if gets selected and upon signing of the Contract Agreement for performing their responsibilities and obligations as

confidential. An undertaking in this regard would require to be submitted by the Applicant at the time of signing of the Contract Agreement.

14. **Jurisdiction**

All disputes arising shall be subject to the jurisdiction of the civil court at Bhubaneswar, India and will be governed by the laws of India.

15. **Terms and conditions of the draft Contract Agreement (Annexure-VIII)**

- 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.
- b. The Agency will have to provide extra machines at the same rate, terms and conditions as and when required by BDA.
- c. The monthly 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.
- d. 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.
- e. 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.
- f. The drivers / operators of the machines should have valid driving licenses to drive the machine and equipment.
- g. 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.
- h. 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.
- i. Shall not be engaged for any other works / Private works during the contract period.
- j. Non availability of machines at the designated location to be deemed as not availability of machineries for use.
- k. The Vehicles / machineries to be engaged shall be in good condition and of not more than 3 years old with optimum working capacity.
- l. During the period of agreement the hiring charges shall not be enhanced.

- m. 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.
- n. 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.
- o. 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.
- p. The Agency shall be responsible for any police / court case concerning the vehicle during engagement. BDA shall have no liability on this account.
- q. 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.
- r. 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.
- s. **A penal provision @ 3 times of the daily hire charges per excavator or machine/ day shall be imposed for non-supplying of machineries.**
- t. 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.
- u. 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.
- v. 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.
- w. 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
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.

- x. BDA may disengage/reject any or all the machines without assigning any reason thereof at any time within 7 (seven) days notice.

16. Operator to be deployed by the Agency:

- i. The agency shall responsible for the Act & Deeds of operator of the machine including the following:
- ii. The operator shall be reachable at all time during the duty hour.
- iii. All operators / drivers engaged should have valid life insurance.
- iv. 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.
 - a. Repeated instances may result in termination of services.
 - b. Denial of duties during contract period or during hours as noticed by BDA.
 - c. Use of abusive language.
- v. Operator should be properly dressed in neat & clean attire and keep the machine clean and tidy.
- vi. 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.
- vii. 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.

17. 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.

Covering Letter

To,

**The Executive Engineer, Division No-IV
Bhubaneswar Development Authority
Akash Shobha Building, Sachivalaya Marg
Bhubaneswar - 751 001**

Dear Sir,

NAME OF PROJECT: REQUEST FOR PROPOSAL FOR SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS AND MECHINERIES WITH OPERATORS ON HIRE BASIS TO BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)"

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the RFP Document issued by BDA. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents during submission of our RFP.

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

We understand that BDA reserves the right to reject any Proposal without assigning any reason thereof. This proposal is without any condition and is valid for 180 days from the last day of submission of proposals.

(Signature of Authorized Person)(With seal)

Date:

Information of Applicants

Name of the Agency (In full):

Name of the Contact Person:

Address:

Telephone no:.....

E-mail address:

Year of incorporation:

(Certificate of Registration to be furnished)

Details of PAN:

(Copy of PAN Card to be furnished)

Details of G.S.T Registration No.:

(Copy of G.S.T Registration certificate to be furnished)

Number of excavators owned by the agency:.....

(Supporting documents to be furnished)

Experience of providing machineries as per RFP provisions:.....

(Supporting documents to be furnished- Like Client Experience Certificate)

Numbers of years of experience in the field of supply of machines on hire to Government/Semi Government/PSU organizations/ large organization..... (Supporting documents to be attached)

The Applicant shall provide details and **documentary evidences** as proof for the below mentioned information:-

- a) Registration certificate of the Agency
- b) Fitness certificate of vehicles,
- c) Valid insurance of each machineries,
- d) Valid G.S.T registration certificate along with updated return filed before the Competent Authority
- e) Work order or agreement executed between the Agency and the Client for supply of machines in the past.
- f) Valid license of the operator,
- g) Pan Card of the Agency

(Signature of Authorized Person) (With seal)

Date:

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

**The Executive Engineer, Divn-IV
Bhubaneswar Development Authority,
Akash Shova Building,
Sachivalaya Marg,
Bhubaneswar-751001**

Sir,

In response to the RFP No. for the Selection of Agency for providing Vehicle Hiring Services, I/We hereby declare that presently our Company/Service provider_____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our ISD/Performance security may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: - Date:, Place:.....

Annexure-IV

Power of Attorney:

(On Non-Judicial Stamp Paper of requisite value before the notary public)

Know all men by these presents, we..... (name of service provider and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the for theproject, proposed by the (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client. AND, we do hereby agree to ratify and con service provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. [IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2017.

For

(Name and registered address of client) (Signature, name, designation, and address)

Witness: 1. (Signature, name and address)

2. (Signature, name and address)

Accepted

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.

Name of the Bank: -----

To
The Executive Engineer-IV,
Bhubaneswar Development Authority
Akash Shova Building
Sachivalay Marg,
Bhubaneswar-751 001.

PERFORMANCE BANK GUARANTEE FORMAT
(On Non-Judicial Stamp Paper of requisite value)
(Applicable for the Selected Bidder only)

In consideration of the BDA acting through----- (Designation & address of Contract Signing Authority), (hereinafter called “Bhubaneswar Development Authority”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----- -- dt Made between..... (Designation & address of contract signing Authority) and (here in after called “the said Service Provider” for the work..... (here in after called “the said agreement”) having agreed for submission of an irrevocable Bank Guarantee Bond for only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Bhubaneswar Development Authority an amount not exceeding (.....only) on demand by the Bhubaneswar Development Authority.

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Bhubaneswar Development Authority through the Secretary, Bhubaneswar Development Authority, Bhubaneswar or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Bhubaneswar Development Authority by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .. (..... Only).

3. (a) We (indicate the name of Bank) further undertake to pay to Bhubaneswar Development Authority any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

4. We,.....(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Bhubaneswar Development Authority under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (Designation & Address of contract signing authority) on behalf of the Bhubaneswar Development Authority, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Bhubaneswar Development Authority or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Bhubaneswar Development Authority within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Bhubaneswar Development Authority. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the Bhubaneswar Development Authority the full amount of guarantee on demand and without demur.

6. We, (indicate the name of Bank) further agree with the Bhubaneswar Development Authority that the Bhubaneswar Development Authority shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Bhubaneswar Development Authority against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the Bhubaneswar Development Authority or any indulgence by the Bhubaneswar Development Authority to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.

8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Bhubaneswar Development Authority in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by Bhubaneswar Development Authority Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter. Dated: the day of for (indicate the name of bank)

Signature of Banks Authorised official

Witness (Name)----- Designation with Code No. ----- 1 Full Address----- 2.

Undertaking

To,
The Executive Engineer-IV
Bhubaneswar Development Authority,
Akash Shova Building,
Sachivalaya Marg,
Bhubaneswar-751001

Sir,

In response to the RFP No. _____ for the Selection of Agency for providing excavator and machineries on hiring basic Services, I/We _____ having our registered office at _____ do hereby undertake that:

- i. All the excavators and machineries to be supplied by the agency should be insured.
- ii. The behavior of the operator to be engaged by the agency for the machineries shall be well mannered, decent and well dressed. The operator shall be well conversed with all the roads in and around Bhubaneswar.
- iii. All the machines to be supplied by the agency shall be in good condition and in case of any breakdown the agency shall have to replace / repair it immediately without hampering the official activities or else penalty shall be imposed for non supplying of Excavators / machineries will be imposed.

In addition to the above, we undertake to abide all the terms and conditions of the RFP.

Thanking you,
Yours faithfully,

Name of the Bidder: -
Authorized Signatory: -

Seal of the Organization: - Date:, Place:.....

FINANCIAL Bid
(Covering letter)

To,

The Executive Engineer - IV
Bhubaneswar Development Authority
Akash Shobha Building,
Sachivalaya Marg
Bhubaneswar–751 001

Sir,

NAME OF PROJECT: REQUEST FOR PROPOSAL FOR SELECTION OF AN AGENCY FOR SUPPLY OF EXCAVATORS AND MACHINERIES WITH OPERATORS ON HIRE BASIS TO BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

We, the undersigned, offer to provide the services of supply of Excavators and Machineries with operators in accordance with your RFP. Our Financial Bid is as per the format provided in the RFP. The quoted amount is inclusive of all taxes, charges, fees as per applicable laws. Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid for 180 days from the last day of submission of proposals. This financial Bid covers remuneration for all personnel cost, all incidental man power expenses. The Financial Bid is without any condition.

FINANCIAL BID

SI. No.	Supply of Machine and equipment on Hire basis	Number	Hire charges including fuel cost
	Category of machinery on hire basis	A	B
i	Standard Excavator with Backhoe - one cum bucket and breaker with one operator. (Hire charges per month)	01	
ii	Chain mounted excavator (220/70LC) with one cum bucket and breaker (with one operator) Rate per hour/day	01	
iii	Compressor breaker. (with one operator) Rate per hour/day	01	
iv	Electrical needle concrete breaker. (with one operator) Rate per hour/day	01	
	Total Amount (without GST)		
	Applicable GST		
	Total Amount (Including GST)		

Signature of Applicant

Name: -

Date:-

Place:-

(Signature of Authorized Person) (With seal)

Date:

Form of Agreement

(On Non-Judicial Stamp Paper of requisite value)

(Applicable for the Selected Bidder only)

This agreement is hereby made between the Bhubaneswar Development Authority, Bhubaneswar through its Executive Engineer, Division no-IV, BDA being fully authorized by the Secretary, BDA. (herein after called the 1st party)

AND

The Successful bidder with full address having proprietor (name) on behalf of the agency (herein after called in 2nd party) on day of month of year for hiring the services of Excavator and machineries with operator of prescribed specification as well as on the rate Terms & Conditions stated as follows:

Signature of the 2nd party
with seal

Signature of the 1st party
with seal

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 BDAs own discretion. If any agency violets the Terms & Conditions of the agreement then the agreement of the said agency will stand cancelled.

B) The Agency will have to provide extra machines at the same rate, terms and conditions as and when required by BDA.

C) The monthly 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.

D) 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.

E) 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.

F) The drivers / operators of the machines should have valid driving licenses to drive the machine and equipment.

G) 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.

H) 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.

- I) Shall not be engaged for any other works / Private works during the contract period.
- J) Non availability of machines at the designated location to be deemed as not availability of machineries for use.
- K) Vehicles / machineries should not be older than 2 years.
- L) During the period of agreement the hiring charges shall not be enhanced.
- M) 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.
- N) 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.
- O) 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.
- P) The Agency shall be responsible for any police / court case concerning the vehicle during engagement. BDA shall have no liability on this account.
- Q) 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.
- R) 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.
- S) A penal provision @ 3 times of the daily hire charges per excavator or machine/ day shall be imposed for non-supplying of machineries.**
- T) 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.
- U) 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.
- V) 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.
- W) 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:- 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.

X-BDA may disengage/reject any or all the machines without assigning any reason thereof at any time within 7 (seven) days notice.

SCHEDULE-K

BID SECURITY DECLARATION FORM

Date: _____

RFP No.: _____

To (Insert complete name and address of the Purchaser)

I/We- The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of my/our Bid by the Purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of the person whose name and capacity is shown)

in the capacity of (legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

**Name of the Authorised Signatory
(with sign and seal)**

Submitted by

(23 no of pages)

APPROVED BY

Sd/-
Executive Engineer,
Division No.IV, BDA.

Sd/-
Engineer Member,
BDA, Bhubaneswar