




Forest, Environment and Climate Change Department, Odisha
OFFICE OF THE DIVISIONAL FOREST OFFICER
JHARSUGUDA FOREST DIVISION
Email - dfo.jharsuguda@odisha.gov.in
Ph - 06645 - 295040

BID IDENTIFICATION NO- DFO- JSG – 02/2023 (1F)/DATED.

No. 315 /1F (Accts.), Dated, Jharsuguda the 18 October 2023

e-Procurement Notice

1. Name of work : Construction of Civil works under Jharsuguda Forest Division during the FY 2023-24
 2. Total No. of works : 06 Nos.
 3. Estimated Cost : Rs.10.13 to 16.94 (Excluding GST)
 4. Period of Completion : 04 (Four) Calendar Months
 5. Date of availability of bid Documents in portal : 18.10.2023 to 31.10.2023
 6. Last date/time for receipt of bids in the Portal : Up to 05.00 PM of 31.10.2023
 7. Date & Time of Technical bid opening : At 11.00 AM of 01.11.2023
 8. Date & Time of Financial bid opening : At 11.00 AM of 04.11.2023
 9. Class of Contractor : "C" & "D" Contractor
 10. Name and address of officer inviting bid : Divisional Forest Officer, Jharsuguda Forest Division, Jharsuguda
- (a) Further, details can be seen from the e-procurement portal www.tenderodisha.gov.in / www.dfojharsuguda.org / www.jharsuguda.nic.in
- (b) The addendum / Corrigendum if any will be hosted in the website only.


Divisional Forest Officer
Jharsuguda Forest Division


Memo No. 5949 /Dtd. 18/10/23

Copy along with enclosure submitted to the Deputy Director-cum-Deputy Secretary to Govt., I & PR Department, Odisha, Bhubaneswar with a request to get the notice published in 2 (Two) nos. leading Odia Daily newspapers & one leading English Newspaper at an early date for wide circulation of the tender call notice.

Since, the date of receipt of bids starts from dtd. 18.10.2023, it is requested that the "Invitation for Bids" may be published on or before dtd. 18.10.2023.

Complimentary copy of the News Papers containing the tender call notice may be sent to this office for reference and record.

- Encl: i) List of works
ii) Copy of Details Tender Call Notice


Divisional Forest Officer,
Jharsuguda Forest Division



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OFFICE OF THE DIVISIONAL FOREST OFFICER
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E-PROCUREMENT BID IDENTIFICATION NO- DFO JSG-01 of 2023-24

1. The Divisional Forest Officer, Jharsuguda Forest Division on behalf of Governor of Odisha invites **Percentage Rates Bids** in **Double cover system** in on-line mode system as detailed in the table from the class of eligible contractors as mentioned in **Column -05 (Five)** registered with the State Govt. and contractors of equivalent Grade/ Class registered with central Govt. / MES / Railways for execution of **Civil Works**. The proof of registration from the appropriate authority shall be enclosed along with the bid. The successful bidder who has not registered under State Government has to register under the State PWD in appropriate class of eligibility before signing of the agreement.
2. The bidder may submit bids for the following works.

Sl. No.	Name of Works	Approved Estimated Cost put of tender excluding GST (Rs. in lakhs)	EMD Required	Class of Contract	Period of Completion	Cost of Tender Paper (In Rs.)
1	2	3	4	5	6	7
1	Construction of Forest Guard Quarter at Jamuna Beat of Baghmunda Section in Belpahar Forest Range under Jharsuguda Forest Division during the FY 2023-24	13.79641	13,796/-	“C” & “D” Class	04 (Four) Calendar Months	6000.00
2	Construction of Forest Guard Quarter at Tilia Beat in Brajrajnagar Forest Range under Jharsuguda Forest Division during the FY 2023-24	13.79641	13,796/-	“C” & “D” Class	04 (Four) Calendar Months	6000.00
3	Construction of Forest Guard Quarter at Khuntamal of Lariapali Section in Kolabira Forest Range under Jharsuguda Forest Division during the FY 2023-24	13.79641	13,796/-	“C” & “D” Class	04 (Four) Calendar Months	6000.00
4	Construction of Forest Guard Quarter at Talmunda of Talmunda Section in Bagdihi Forest Range under Jharsuguda Forest Division during the FY 2023-24	13.79641	13,796/-	“C” & “D” Class	04 (Four) Calendar Months	6000.00
5	Construction of Seizure Yard at Belpahr Forest Range during the FY 2023-24	10.13388	10,134/-	“C” & “D” Class	04 (Four) Calendar Months	6000.00
6	Construction of Watch Tower at Mahulmunda PRF in Bhatlaida Beat under Kolabira Forest Range during the FY 2023-24	16.94196	16,942/-	“C” & “D” Class	04 (Four) Calendar Months	6000.00

3. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the official website : www.tenderodisha.gov.in / www.dfojharsuguda.org/ www.jharsuguda.nic.in.
4. The bidder shall transfer online towards cost of bid documents for amount specified for the work in the table at Sl.No. 1 to 10 (Col-7) above for each bid respectively through a process as mentioned the DTCN.
5. The Bidders shall transfer online the Earnest money deposit / Bid Security of the amount specified for the works on the table column 4 above as part of its bid through a process as mentioned in DTCN.
6. The Bid documents will be available in the website: www.tenderodisha.gov.in / www.dfojharsuguda.org/ www.jharsuguda.nic.in. from **18.10.2023 to 31.10.2023** for online bidding.
7. The bidders must possess compatible Digital Signature Certificate DSC Class-II or Class-III.
8. Bids Shall be received only ONLINE from dt.**18.10.2023 at 6.00 PM upto 31.10.2023 at 05.00 PM except from those contractors who have failed to carryout construction works after finalization of their Tenders as L1 and L2 Bidders for a period of three years from the date of assignment of works to them as L1 and L2 Bidders and as such their Tender papers in this Division will not be entertained and will be automatically rejected.**
9. Bids received online shall be opened at **11 AM on dated.01.11.2023** in the Office of the Divisional Forest Officer, Jharsuguda Forest Division in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
10. **Please, submit the required documents which are clear and visible, otherwise your application will be rejected. If you are unable to furnish visible documents you may also furnish the hard copies of the required document.**
11. Rate quoted by the contractor shall be excluding of GST. The GST as applicable for the work contract shall be payable to the contractor on each bill amount on production of tax invoice.
12. The successful bidder who has quoted less bid price / rate less than estimated cost put to tender as per **Works Deptt. Govt. of Odisha Office Memorandum No. 4559 dt.05.04.2021 (details attached in DTCN)** shall have to furnish i.e as additional performance security (APS) in shape of Bank Guarantee/ TDR Pledged in favour of Divisional Forest Officer, Jharsuguda Forest Division of concerned Division Within 7 days from date of intimation otherwise the bid shall be cancelled & security deposit shall be forfeited further, proceeding of blacklisting shall be intimated against the bidder.
13. Engineering contractors who are desirous to avail the facility of exemption of EMD / ISD are required to submit the scan copy of affidavit along with bid document to the effect that he / she had not yet availed the facility during current financial year as per codal provision.
14. The SC/ST contractors willing to avail the facilities as fixed by Govt. will submit scan copy of the affidavit for the same along with tender document; otherwise, they will not be entitled to avail such facilities.
15. Other details can be seen in the bidding documents.
16. Detailed information as contained in D.T.C.N. shall have to be strictly adhered to while submitting the tender papers.
17. Any tenderer desirous to avail any facility as per certain circular/order of Government have to apply for the same in writing along with the tender paper. Claim at the time of opening of tender or later will not be entertained.
18. If any of the intending bidders wish to withdraw from participation in the bid, He/She can freely **withdraw** from the participation before scheduled date and time of closure, failing which action as deemed fit as per relevant Codal practice will be taken against him/her.

19. The authority will not be held responsible for any technical problem / failure of Network, Server during the schedule dates of online bidding.
20. **Contractor has to submit CDMS registration failing which tender will summarily rejected as per E.I.C. (Civil) Letter No. 30613 (12) dt.22.07.2019.**
21. **The Agency has to submit Bid Declaration As per Finance Deptt. Lt. No. 8943 dt.18.03.2021 (Schedule – K)**
22. The Addendum / Corrigendum if any will be hosted in the website only.
23. The authority reserves all the rights to cancel any or all bids without assigning any reason.

(Hbelt)
Divisional Forest Officer,
Jharsuguda Forest Division

Memo No. 5950 /Dtd. 18/10/23

Copy submitted to the Deputy Secretary to Government, Department of Information & Technology, Odisha Bhubaneswar for favour of kind information and necessary action.

(Hbelt)
Divisional Forest Officer,
Jharsuguda Forest Division

Memo No. 5951 /Dtd. 18/10/23

Copy forwarded to the Chief Conservator of Forests (IT & GIS), O/o the Principal Chief Conservator of Forests, Odisha, Bhubaneswar for favour of kind information and necessary action. He is requested to upload the above short Tender Notice in the website of Pr. C.C.F., Odisha as early as possible.

(Hbelt)
Divisional Forest Officer,
Jharsuguda Forest Division

Memo No. 5952 /Dtd. 18/10/23

Copy forwarded to the Regional Chief Conservator of Forests, Sambalpur Circle, Sambalpur for favour of kind information and necessary action.

(Hbelt)
Divisional Forest Officer,
Jharsuguda Forest Division

Memo No. 5953 /Dtd. 18/10/23

Copy forwarded to the Collector & District Magistrate, Jharsuguda for favour of kind information and necessary action.

(Hbelt)
Divisional Forest Officer,
Jharsuguda Forest Division

Memo No. 5954 /Dtd. 18/10/23

Copy forwarded to the District Informatics Officer, Jharsuguda District, NIC Unit, Jharsuguda for information and necessary action. He is requested to upload the short tender Notice in District Portal website as early as possible.

(Hbelt)
Divisional Forest Officer,
Jharsuguda Forest Division


Memo No. 5955 /Dtd. 18/10/23

Copy forwarded to the Asst. Conservator of Forests (Admin, PP & ECT) / Head Clerk of Jharsuguda Forest Division for their information and necessary action.

(Hbelt)
Divisional Forest Officer,
Jharsuguda Forest Division


Memo No. 5956 /Dtd. 18/10/23

Copy forwarded to all Divisional Forest Officers (T & NT), Odisha for information and necessary action. It is requested to display the above said short Tender Notice in their office Notice Board.


Divisional Forest Officer,
Jharsuguda Forest Division

Memo No. 5957 /Dtd. 18/10/23

Copy forwarded to all Range Officers, Jharsuguda Forest Division for information and necessary action. They are instructed to display the said short Tender Notice in their Office Notice Board.


Divisional Forest Officer,
Jharsuguda Forest Division

Copy to Notice Board

GOVERNMENT OF ODISHA

**OFFICE OF THE DIVISIONAL FOREST OFFICER, JHARSUGUDA FOREST DIVISION,
JHARSUGUDA**

Bid identification No. DFO, JHARSUGUDA - 1F/2022-23

1. The DIVISIONAL FOREST OFFICER, JHARSUGUDA FOREST DIVISION, JHARSUGUDA on behalf of Governor of Odisha invites **Percentage Rate bids** in double cover system in **online mode** for the construction of civil works as detailed in the table, from the class of eligible contractors as mentioned in column-5 (Five) registered with the State Governments and Contractors of equivalent Grade / Class Registered with Central Government for execution of Civil Works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under state government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work.
2. Class of Contractor: As per Column -5 of Annexure.
3. Time for Completion: As per Column-6 of Annexure.
4. Tender Paper Cost : Tender paper cost submitted Online as per Col-7 of Annexure
5. E.M.D. required. : As per the Works Department Memorandum No 8943 dtd 18.03.2021, the bidder must submit "1% of Tendered Amount"
6. " in lieu of furnishing EMD at the time of submission of Bid as per format enclosed in DTCN.
7. Mode of Submission of tender. : Tender should be submitted through online mode only. Tender to be submitted in two separate folders as detailed below containing the following:-

Envelop 1:

- a) Tender Paper Cost
- b) EMD (1% of Tendered Amount)
- c) Annexure-I to Annexure-X with all related documents.
- d) Unequivocal acceptance of all the Terms & Conditions & technical specifications of the bidding documents duly seal & signed by the tenderer.

Envelop 2: The tender document issued to the bidder, with rates duly filled in, signed & stamped in all pages. There should be no condition in this envelope which will otherwise make the bid of the tenderer liable to be cancelled.

8. Period of availability of tenders on websites / Date & time of bidding / Date of opening of tender papers. : The details are as follows.

Procurement Officer	Bid IdentificationNo.	Notification of Tender for bidding		Last Date and time of seeking tender clarification	Date & Time of opening of Bid	
		From	To		Technical Bid	Financial Bid
1	2	3	4	5	6	7
Divisional Forest Officer, Jharsuguda Division	315 dt. 18.10.2023	18.10.2023	31.10.2023	31.10.2023 01.00PM	01.11.2023 11.00AM	04.11.2023 11.00AM

9. Bid documents consisting of qualification information and eligibility criteria of bidders, plans, specifications, drawings & the schedule of quantities of the various classes of work is available in website www.dfojharsuguda.org/www.jharsuguda.nic.in/www.tenderodisha.gov.in.
10. The bid for the work shall remain valid for a period of ninety (90) days from the date of opening of bids. If any Bidder / Tenderer withdraw his bid / tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited and procedure for blacklisting will be initiated.
11. Other details can be seen in the bidding documents, which is available in website www.dfojharsuguda.org/www.jharsuguda.nic.in/www.tenderodisha.gov.in.
12. Tenderer represented through power of attorney holder should ensure that the power of attorney is duly signed and identified through an affidavit from first class Magistrate containing the photograph of both the license holder and the person to whom the power of attorney is given unless the tender will be considered for rejection.
13. If the office happens to be closed due to subsequent declaration as holidays by Government or local authority on the date of opening as specified above, tenders will be opened on the immediate next working day at the same specified time and venue.
14. The successful Tenderer should produce all the original documents within 5 days of receipt of intimation for verification.
15. **Exemption of EMD.** To avail the exemption of EMD, the intending Engineering Contractor are required to produce an affidavit along with the tender paper to the effect that he has not availed the exemption of EMD for 3 (three) works during current financial year.
16. **Performance Security** shall be obtained from the bidders as per Works Department memorandum no 5992 dtd. 27.04.2021 in shape of TDR, POTD, POSB, NSC & KVP and EMD

& ISD in shape of POTD, NSC, POSB & KVP pledged in favour of the Divisional Officer, JHARSUGUDA within seven days of issue to LOA.

17. The Additional Performance Security (APS) shall be obtained from the bidders as per Works Department memorandum no 4559 dtd. 05.04.2021 in shape of TDR, POTD, POSB, NSC & KVP and EMD & ISD pledged in favour of the Divisional Officer within seven days of issue to LOA otherwise the bid shall be cancelled and the EMD shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

Works Department Memorandum no 4559 dtd 05.04.2021 (Additional performance Security in case of Abnormally Low Bids (ALBS))

Sl. No.	Range of difference between the estimated cost put to tender and bid amount	Additional Performance Security to bedeposited by the successful bidder
i	Below 5%	No Additional Performance Security
ii	From 5% and above and below 10%	50% of (difference between the estimated cost put to tender and Bid amount)
iii	From 10% and above	150% of (difference between the estimated cost put to tender and Bid amount)


18. The rates quoted by the Contractor shall be excluding GST. The GST as applicable for the work contract shall be payable to Contractor on each bill amount.
19. Prevailing rate of GST on the gross amount of the bill will be deducted from the Contractors bill as tax deduction at source (TDS) as per rules.
20. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.


Divisional Forest Officer
Jharsuguda Forest Division

ANNEXURE

**PROCUREMENT OFFICER - JHARSUGUDA FOREST DIVISION,
JHARSUGUDA**

Sl. No.	Name of Works	Approved Estimated Cost put of tender excluding GST (Rs. in lakhs)	EMD Required	Class of Contract	Period of Completion	Cost of Tender Paper (In Rs.)
1	2	3	4	5	6	7
1	Construction of Forest Guard Quarter at Jamuna Beat of Baghmunda Section in Belpahar Forest Range under Jharsuguda Forest Division during the FY 2023-24	13.79641	13,796/-	"C"& "D" Class	04 (Four) Calendar Months	6000.00
2	Construction of Forest Guard Quarter at Tilia Beat in Brajrajnagar Forest Range under Jharsuguda Forest Division during the FY 2023-24	13.79641	13,796/-	"C"& "D" Class	04 (Four) Calendar Months	6000.00
3	Construction of Forest Guard Quarter at Khuntamal of Lariapali Section in Kolabira Forest Range under Jharsuguda Forest Division during the FY 2023-24	13.79641	13,796/-	"C"& "D" Class	04 (Four) Calendar Months	6000.00
4	Construction of Forest Guard Quarter at Talmunda of Talmunda Section in Bagdihi Forest Range under Jharsuguda Forest Division during the FY 2023-24	13.79641	13,796/-	"C"& "D" Class	04 (Four) Calendar Months	6000.00
5	Construction of Seizure Yard at Belpahr Forest Range during the FY 2023-24	10.13388	10,134/-	"C"& "D" Class	04 (Four) Calendar Months	6000.00
6	Construction of Watch Tower at Mahulmunda PRF in Bhatlaida Beat under Kolabira Forest Range during the FY 2023-24	16.94196	16,942/-	"C"& "D" Class	04 (Four) Calendar Months	6000.00


Divisional Forest Officer,
Jharsuguda Forest Division

1. INSTRUCTION TO BIDDERS FOR DETAILS OF THE DOCUMENTS TO BE FURNISHED WITH TENDER

1. Details of document to be furnished
 - a. Bid Cost is to be furnished.
 - b. Copy of GSTN clearance & Registration Certificate
 - c. Copy of PAN Card.
 - d. Copy of Aadhar Card.
 - e. Contractor Registration No.
 - f. Experience as a Civil Contractor (Preference shall given to experience holder Contractor in case of tie)
 - g. Affidavit regarding correctness of information /Certificate.
 - h. Affidavit regarding no relation certificate in prescribed format.
 - i. Tenderer represented through power of Attorney holder should ensure that the power of Attorney is duly signed and identified through an affidavit from the Registering authority containing the photograph of both the license holder and the person to whom the power of Attorney is given failing which the tender will be considered for rejection.
2. The documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidders has to provide the original to the concerned Authority on receipt of such letter which will be sent through registered post.
3. DTCN is to be uploaded by the bidder. The bidder has to only agree/disagree on the condition in the DTCN. The bidders, who disagree on the condition of DTCN, cannot participate in the bidder.
4. The Engineering contractor should produce their original license for exemption of EMD before signing the agreement.
5. Mode of Submission of Tender: Tender documents should be submitted through online mode only.
6. Period of availability of tenders on Website : The details are as follows / Date of time of submission / last date of seeking clarification / Date of opening of tender papers.

Procurement Officer	Bid IdentificationNo.	Notification of Tender for bidding		Last Date and time of seeking tender clarification	Date & Time of opening of Bid	
		From	To		Technical Bid	Financial Bid
1	2	3	4	5	6	7
Divisional Forest Officer, Jharsuguda Division	315 dt. 18.10.2023	18.10.2023	31.10.2023	31.10.2023 01.00PM	01.11.2023 11.00AM	04.11.2023 11.00AM

7. Bid document consisting of qualification information and eligibility criteria of bidders, plans, specification, drawing where necessary the schedule of quantities and abstract of estimate of the various classes of work is available on the website www.dfojharsuguda.org/ www.jharsuguda.nic.in/www.tenderodisha.gov.in.
8. The bid for the work shall remain valid for acceptance for a period of ninety days from the last date of receipt of bids. If any Bidder / Tenderer withdraw the bid/tender before the said period or makes any modification in the terms and condition of the bid, the earnest money shall stand forfeited and blacklisting procedure will be initiated.
9. Other details can be seen in the bidding documents which is available in website www.jharsuguda.org/www.jharsuguda.nic.in/www.tenderodisha.gov.in
10. Authority reserves the right to reject any of all the tenders without assigning any reasons thereof.
11. (A) Tender may not, at the discretion of the competent authority, be considered, unless accompanied by attested copies of the PAN or GST Clearance Certificate and the original certificates are to be produced before the tender opening authority as and when required for verification.
(B) Bidders from outside from the state can participate in the tender without having GSTN clearance certificate subject to condition that they should submit undertakings in the form of an affidavit indicating their acceptance in that they are not registered under the GST Act as they have not started any business in the state and they have no liability under the Act. But before award of the final contract such bidders will have to produce the GSTN.
(C) Bidders registered under other state Governments/ MES /Railways/CPWD in equivalent rank may participate in the tender, but successful bidders has to register under the state PWD before sign the agreement.
12. All the rates and prices in the tender shall cover all tax viz. Central or states sales tax, octroi, any other local taxes, ferry, tollage charges, CESS and royalties and any other charges. The contractors shall produce necessary receipts in support to payment of royalty and taxes for the material supplied by them for the work failing which royalty, taxes as applicable will be deducted from their bills.
13. The work is to be completed in all respect with in the period mentioned in Annexure of NIT in Calendar months from the date of written order to commence the work.
14. After opening the tenders if a tenderer withdraws himself from the competition during the validity of tender, the EMD received along with the tender shall be forfeited & credited to the Govt. and procedure for Blacklisting of tenderer will be initiated accordingly.

15. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected & tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalise tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned procurement committee will remain present.



Divisional Forest Officer,
Jharsuguda Forest Division

2. INSTRUCTIONS TO TENDERERS

2.1 Eligibility Criteria

The eligibility criteria for participation in this tender are given below. The tenderer(s) should go through these eligibility criteria before purchasing the tender documents. Tenderer(s) not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will summarily be rejected.

- (1) The intending tenderer(s) should have the valid Registration Certificate as on date, of the required class as mentioned in Annexure of NIT.
- (2) The intending tenderer (s) should have up to date valid PAN, GSTN clearance Certificate.
- (3) The intending tenderer (s) should have furnished EMD, if required, as mentioned in NIT.
- (4) The intending tenderer (s) should have also satisfy the eligibility criteria as per NIT.

2.2. During scrutiny evaluation & comparison of the tenders the authority at his discretion may ask any tenderer for clarification on his tender document including breakdown of the unit rates. The request for clarification & the response shall be in writing. No additional documents in fresh which will affect the original status of the eligibility criteria of the tender at the time of receipt of tenders are acceptable.

2.3 The successful tenderer shall make his own arrangement for all materials T&P machineries required for satisfactory completion of work in time. unless otherwise specified in the conditions or contract.

2.4 By submitting a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site & locality of the work about the quality & availability of the required quantity of materials, medical & labour & food stuffs etc. & that the rates quoted by him in the tender will be adequate to complete the works according to the specifications & conditions attached there to & that he has taken into account all conditions & difficulties that may be encountered during its progress & to have quoted labour rates, & materials rates which shall include cost of materials with taxes, octroi & other duties, lead, lift loading & unloading, freight for materials & all other charges necessary for the completion of the work, to the entire satisfaction of the Divisional Forest Officer & his authorized subordinates. After acceptance of the contract rates, Govt. will not pay any extra charges from any reasons in case the contractor is found later on to have misjudged the condition as regards availability of materials, labour or any other factors.

2.5 Acceptance of the tender will be intimated to the successful tenderer. The tenderer is to deposit the initial security deposit & sign the agreement as prescribed in the Notice Inviting Tenders.

2.6 If the tenderer has a relative employed as Asst. Secretary & above in the Forest Department, he shall inform the Procurement committee mentioning the exact details in a covering letter along with the tender failing which his tender will not be considered.

2.7 Also if the fact or relationship subsequently comes to light, his contract will be rescinded. The Earnest Money & the total Security Deposit will be forfeited & he shall be liable to make good any loss or damage resulting from such cancellation. In case, the tenderer has no relationship with any of the Officers mentioned above he shall have to furnish with tender a certificate to this effect.

2.8 No contract work however petty may be carried out except under & in accordance with duly executed agreement, or a special written authority from Divisional Forest Officer or its authorised Subordinate.

2.9 Canvassing in any form is prohibited & the tenders submitted by the tenderers who resort to canvassing will be rejected & the tenderer will not be allowed to tender for any other works in this Organisation.

2.10 Details of drawing & specifications if any as are not supplied with the tender documents for the work may be seen in the Office of the Divisional Forest Officer, Jharsuguda Division on working days during working hours.

2.11 If any other information regarding plan & specifications etc. are required before submission of the tender, the same can be obtained from the Divisional Forest Officer, Jharsuguda Division.

2.12 The detailed specification for all items of work involved in the work shall be in accordance with the following :- (a) IRC & ISI Codes of practice & MOST publications such as specifications of road & bridge works & sound engineering practices. (b) Orissa detailed standard specification. (c) Any other standard code or specifications or work as prescribed by the Forest Department. In case of variations in provisions of codes or specifications of works referred to above, the decision of the Divisional Forest Officer, Jharsuguda, as regards the specifications to be adopted in the work, shall be final, conclusive & binding on both the parties. Every tenderer must examine the aforesaid specification before submitting his tender. The Divisional Forest Officer, Jharsuguda Division or his authorized subordinates reserve the right, without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work duly & satisfactorily. Such increase or decrease shall in no case invalidate the contractor's rates. It shall be definitely understood that the Govt. does not accept any responsibility for the correctness or the completeness of the quantities shown in the schedule. The schedule is liable to alteration by omissions or additions or deductions. Such omissions, additions or deductions to any extent shall in no case invalidate the contract & extra monetary compensation will be entertained.

2.13 The quoted rate for the work will deem to include all incidental items which may be necessary such as bailing out of water from foundation, construction of bench marks, level pillars, profiles, benching leveling of ground etc. where required. The incidental items mentioned here in any only indicative & not exhaustive. No extra payment or claim will be admissible on these grounds. All arrangements for traffic during construction including provision of temporary cross

drainage structures, if required, & treated shoulder, including their maintenance, dismantling & clearing debris, where necessary shall be considered as incidental to the works & shall be the contractors respectively

2.14 The contractor has to arrange for the adequate supply of clean water required for the works & also has to arrange adequate lighting arrangements for night work whenever necessary at his own cost. Whenever possible, & available in stock the necessary pumps & pipe lines required for the work may be supplied by the deptt. on hire charges as fixed by the Department. The cost of installations of the pumps & laying of pipe & dismantling the same including necessary carriage from the departmental godown & back shall be borne by the contractor.

2.15 The tenderers are required to go through each clause of PWD form P1 carefully in addition to the clauses here in before & herein after provided as these are deemed to be the part of the contract.

2.16 The notice inviting tenders, instructions to tenderers, general condition of contract, detailed call notice, special contract, specifications, schedule of quantities along with printed conditions of PWD form F2, approved drawing, time schedule & the rate together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions, the same is to be got clarified by the tenderer before submission of the tender. If such conflicts arise after the tenders are opened the decision of Divisional Forest Officer shall be final & binding on the contractor.


2.17 (a) The tenders will be considered to be valid for 90 days from the date of opening of the tenders,

(b) The period of validity of tender can also be extended if agreed by the tenderer & the Tender Issuing Authority.

In case of ambiguity between clauses of this DTCN & P1 contract form, the relevant clauses of P1 contract form, shall prevail over the DTCN. The clauses not covered in P1 contract form shall be governed by DTCN.

Special Condition for Execution of the work- "Construction of Watch Tower at Mahulmunda PRF Bhatlaida Beat under Kolabira Forest Range during the FY 2023-24."

- The bidder must have basic knowledge/idea of the sustainability factors being used in the buildings and shall be able to answer when questioned by the concerned officials like-
 - Off grid buildings with solar panels on top.
 - Installation of dry toilets.
 - Having idea of using staircases as dominant factor of the building.
- The bidder must be involved in executing similar construction previously, with similar techniques of construction.
- The bidder must have previous experience of working with such eco-friendly buildings and individual to execute one.


Divisional Forest Officer,
Bharsuguda Forest Division

3. GENERAL CONDITION OF CONTRACT

- 3.1 The contractor shall not sublet whole or part of the work without written consent of the concerned Divisional Forest Officer or its authorised subordinate or transfer be made by power authorizing others to receive payment on behalf of the contractor and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts of defaults and negligence of any sub-contractor employed by him as fully as if they are caused with the acts, defaults and negligence of the contractor, his agents, servants or workmen. Employing labourer directly on piece work basis shall not be deemed to be understood as subletting as explained above.
- 3.2 The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides of provision of labour, material and construction plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and subsequent maintenance for a period of not less than Twenty Four months.
- 3.3 a) The drawing shall remain in the safe custody of the Divisional Forest Officer, but two sets of copies thereof shall be furnished to the contractor on free of cost. At the completion of the work the contractor shall return to the Divisional Forest Officer one set of all the drawings, supplied to duly signed as completion drawing.
- b) No claim shall be entertained against the department on account of any increase in railway or road freight or prices of cement, steel, petrol, coal, fuel, oil, lubrication. Explosives and other materials or commodities, labour charges etc. during the course of construction or after tendering for this work till the date of completion except the incidence at price variation and period covered under the relevant Price Escalation Clause of the Agreement.
- 3.4 The contractor shall give adequate notice in writing to the Divisional Forest Officer for any further drawing or specification that may be required for the execution of the work or otherwise under the contract. In the event of any delay in the issuing of any of the detailed drawing etc. for any reasons what-so-ever reasonable extension of time may be granted on application by the contractor but on no account any claim for monetary compensation will be entertained.
- 3.5 One copy of the drawing supplied to the contractor shall be made available at the site for reference for use of the departmental officers during inspection.
- 3.6 From time to time the contractor shall submit to the Divisional Forest Officer for his approval the programme showing the order of procedure and method in which he proposes to carry out the

work and whenever required by the concerned Divisional Forest Officer or his representative furnish for his information, particulars in writing of the contractor's arrangements for the carrying out of the work and of the constructional plan and temporary work which the contractor intends to supply, use or construct as the case may be. The submission to and approval by the Divisional Forest Officer or its authorised subordinate of such programme for furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

3. 7 The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all part of the work and for the provision of all necessary instruments, appliances and labour in connection there with. If any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions or alignments of any part of the works the contractor on being required to do so by the concerned Divisional Forest Officer. The checking of any setting error to the satisfaction of concerned Divisional Forest Officer or his representative shall not in any way relieve the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, pegs and other things used in setting out of the works.
3. 8 Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective from safety or any other grounds. The contractor has to carry out any such detailed instruction from the Divisional Forest Officer or his authorized sub-ordinates regarding such structures. All the centering and shuttering should be got approved by the Divisional Forest Officer before concreting is done.
3. 9 Explosive shall not be used on the work by the contractor without the permission in writing of the concerned Divisional Forest Officer and then only in the manner and to the extent prescribed. Where explosives are used the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, loss or injury to any person or property and shall be responsible for complying with all the statutory rules and regulations prescribed by the Chief Inspector of Explosive. It is the responsibility of the contractor to procure explosive required for the work. However, the department may extend necessary possible help for procuring explosive license. No claim will however be entertained for delay or failure in rendering such help by the Department.
3. 10 The contractor shall in connection with works provide and maintain at his own cost all lights, security guards, fencing and watching as and where necessary or required by the concerned Divisional Forest Officer or his representative for the protection of the works or for the safety and

convenience of the public or others.

3. 11 The contractor shall indemnify the department against all losses and claims for injuries or damages to any person or property what-so-ever which may arise out of or in consequence of the construction and maintenance of the works and against all the claims, demands, proceedings, costs charges and expenses whatso-ever in respect of or in relation there to.
3. 12 The contractor shall abide by the C.P.W.D. safety code introduced by the Government of India. Ministry Housing & Supply in standing orders No.-44-250 dated 25-11-57 which can be seen in the office of the Executive Engineer, on any working day during office hours.
3. 13 The contractor shall abide by "Fair Wages" clause in accordance with the Government of Orissa, Works and Transport Department letter No. A - VIIIIR- 18/52/25 dated 26-02-55 and No. IIM – 56/51-28845 (A) dated 27-09- 61 and Workmen's Compensation Act. 1923 and other laws as may be introduced by the Government from time to time.
3. 14 The contractor in accordance with the requirement of the Department afford all reasonable opportunities for carrying out their works to any other contractors employed by the Department and their workmen and to the workmen of the department and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the department may enter into in connection with or ancillary to the works.
3. 15 The contractor shall at his own expenses provide and maintain all the constructional plant, temporary works, materials both for temporary and for the permanent works, labour transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.
- 3.16 The Deptt. may supply materials as are available with them but the contractor shall keep himself in touch with the day-to-day position regarding the supply of the materials from the Department and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to arising out of the delay in obtaining the materials. It should be clearly understood that the contractor is solely responsible to make his own arrangements for all the materials required for the completion of the work in time.
3. 17 On the completion of the work, all rubbish, debris, vats, tanks materials and temporary structures of any sort or kind used for the purpose of/or connected with its construction are to be removed by the contractor and all pits and excavations filled up at his own cost and his site handed over in a tidy and workmen like condition and the final payment in settlement of accounts for the said

work shall be held to be due or shall not be made to the contractors till such site clearance shall have been effected by him and such clearance may be done by concerned authorised officer of Divisional Forest Officer at the expense of the contractor in the event of his failure to comply with provisions within 7 days after receiving notice in writing from the authorised officer to that effect if it becomes necessary for the Authorised Officer to have the site clearance done as indicated above at the expense of the contractor. The department shall under no circumstances be held liable for any losses or damages to such of the contractors property as may be on such site due to such removal there from, removal of which may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the Authorised Officer.

3. 18 The contractor shall have to submit to the Authorised Officer fortnightly return of labour both skilled and unskilled as employed by him on the work in the proforma to be prescribed by the Divisional Forest Office.
3. 19 The contractors are required to quote their rates for all the items noted in the schedule of quantities. The Deptt. reserves the right of deciding the type of the structure construction to be constructed and contractor shall abide the decision of Deptt. In case of alternative items or items occurring in the tender, Divisional Forest Officer or its Subordinate may order to execute any of such item or items at which direction and the contractor shall not have choice in his decision to his advantage.
3. 20 The rates in the tender will be deemed to include cost of all materials including loading unloading, leads, lifts, taxes, royalties etc. and in other charges whether the materials are issued the Deptt. or arrange from any other sources by the contractor.
3. 21 The contractor shall supply sample of all materials, free of cost before procurement for the work for testing and acceptance as may be required by the Divisional Forest Officer, Jharsuguda Division.
3. 22 The contractor shall uncover any part or parts of the works or make opening in or through same as the Divisional Forest Officer, Jharsuguda Division or its authorised subordinate may from time to time direct for testing and shall reinstate and make good such part or parts to the satisfaction of the concerned.
3. 23 The Divisional Forest Officer or its authorised subordinate during the progress of the works has power to order in written in the site order book, so maintained at the site of work by the contractor in the form prescribed in the Deptt. from time to time.
 - a) The removal of any materials from the site within such time or times as may be specified, which in

the opinion of the Authorised Officer are not in accordance with the specification.

b) The substitution of proper and suitable materials.

c) The removal and proper re-execution of any work in respect of materials workmanship which in the opinion of the Authorised Officer is not in the accordance with the specification.

3. 24 Either during the execution or after the completion of the work, contractor shall arrange in his own cost requisite equipments for testing the structures, if found necessary by the Authorised Officer and bear the entire cost of such tests conducted as per the direction of the Divisional Forest Officer, Jharsuguda Division.

3. 25 The contractor shall on the written order of the concerned Authorised Officer suspend the progress of the work or any part thereof for such time or times and in such manner as the Divisional Forest Officer or its authorised subordinate may consider necessary and shall during such suspension, properly protect and secure the work as far as is necessary in the opinion of the DFO or its authorised subordinate. No claim in this regard will be entertained.

3. 26 The contractor after award of the work shall commence the work at site within the period prescribed by the DFO or its authorised subordinate and shall also maintain proportionate progress. The contractor should bear all expenses and charges of special or temporary road required by him in connection with access to the site. Subject to any requirement in the contract as to the completion of any portion of the works before completion of the whole, of the works shall be completed within the time stated in the contract.

3.27 The Divisional Forest Officer shall make any variation of quality or quantity of the works or any part thereof that may in his opinion be necessary and for that propose or it for or any other reasons. It shall in his opinion be desirable. If due to such alteration or additions any item or items of works are to be executed which are not specially covered by the contract then the same may be taken up departmentally through job work agreements with the same contractor or separate piece workers or through master rolls at the prevailing schedule of rate at or rates approved by the Divisional Forest Officer or its subordinate. When the extra or additional items are executed through the same contractor he shall give in writing his willingness to accept the prevailing schedule of rate or the rates approved by Divisional Forest Officer, Jharsuguda prior to taking up the work. It is to be clearly understood that no claims what-so-ever will be entertained as regards the extra or less quantity of work against the items provided in the contract or extra items of work done under written order of the concerned Divisional Forest Officer. The rate in the latter case being the Prevailing schedule of rates or the rates approved by the Divisional Forest Officer. If the contractor executes the extra items but fails to give in writing his willingness to accept the prevailing schedule of rates the decision of the Divisional Forest

Officer, will be final as regards rates admissible, which will be binding on the contractor.

a) GST on finished products shall not be paid separately. If any such tax is levied, the contractor shall bear the same. The contractor should accordingly quote the rate in percentage basis. No special conditions on this issue will be entertained. They should also give an undertaking on this point as indicated below: certified that the rates quoted by me are inclusive of sales tax on finished work. No extra amount shall be claimed.

3. 28 The construction materials if available with the Deptt. may be supplied to the contractor at the direction of the Deptt. at the place and at the rates as noted against each. The contractor may satisfy himself about the quality and quantity of materials at the time of issue. In case of non-supply these materials for any reason whatsoever it shall be the responsibility of the contractor to procure such materials (to be approved by the authorised subordinate) from the market and complete the work within the stipulated time. No monetary claim or compensation of any kind whatsoever will be entertained by the Deptt. nor this can be taken as a plea by the contractor to apply for extension of time to complete the work. The state custody and upkeep of the materials so issued by the Deptt. will be the sole responsibility of the contractor. He is also to bear in addition, the entire incidental charges such as transport, storage, handling of materials and in other expenditure incurred for return of empty cement bags and empty containers etc. at issuing stores.

3.29 The Deptt. have the right to supply at any time in the interest of work any departmental materials to be issued in the work in addition to those mentioned in appendix (A) and the contractor shall use such materials without any controversy or dispute on the account.

The rate of such materials as supplied under clause 3.28 will be at the stock issue rate fixed by the Deptt. or market rates prevalent at the time of supply whichever is higher.

3.30 The contractor may take delivery of departmental supply of materials according to his need for the work issued by the sub-divisional offices. The contractor shall make all arrangements for proper storage including cost of store sheds required for the purpose and providing for watching arrangements at his expenses.

3.31 The deptt. is not responsible for any effect due to issue of materials. Under any short contingency if the contractor stops or delays the execution of work relevant penalty clause as per P1 agreement will be enforced.

3. 32 The contractor will be responsible for the misuse, loss or damage due to any reason whatsoever of any departmental materials supplied to him for the execution of the work. In case of such loss or damage or misuse, recovery at the rate of five times the cost of the materials issued will be deducted from the bills or his other dues.

3.33 Machinery is available may be issued by the direction of the Deptt. contract on hire at daily or hourly rates as per appendix - B, without POL subject to condition that the contractor execute in advance an agreement with the Authorised Subordinate as per the circular vide work Deptt. letter No. 8949 dt. 03-02-89.

3.34 The contractor will refund the machinery taken by him for use in the work in good serviceable condition to the issuing store at his own cost.

3.35 The hire charges will be calculated from the date of issue to the date of return.

3.36 Special class Contractor shall employ under him one Diploma Holders belonging to the State of Orissa.

The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the Government of Orissa.

The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with each tender as to who would be supervising the work. In absence of such intimation the tender shall be treated as incomplete.

Each work bill of the contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Diploma engineers so employed by the contractor to the effect that the work executed and included in the bill has been supervised and measured by him/ them. The Rule is amended in Government of Orissa, Works Department Office Memo No. 13/93 24317 dtd.28.09.1993.

3.37 Amount will be released after submission of stage completion certificate for work duly verified and signed by the Divisional Forest Officer or his authorized representative as mentioned below.

A- Work Name - Construction of Forest Guard Quarter at Jamuna Beat of Baghmunda Section in Belpahar Forest Range under Jharsuguda Forest Division during the FY 2023-24

- a. Foundation
- b. Roof Level
- c. Plastering

B- Work Name- Construction of Forest Guard Quarter at Tilia Beat in Brajrajnagar Forest Range under Jharsuguda Forest Division during the FY 2023-24

- a. Foundation
- b. Roof Level
- c. Plastering

C- Work Name- Construction of Forest Guard Quarter at Khuntamal of Lariapali Section in Kolabira Forest Range under Jharsuguda Forest Division during the FY 2023-24

- a. Foundation
- b. Roof Level
- c. Plastering

D- Work Name- Construction of Forest Guard Quarter at Talmunda of Talmunda Section in Bagdihi Forest Range under Jharsuguda Forest Division during the FY 2023-24

- a. Foundation
- b. Roof Level
- c. Plastering

E- Work Name- Construction of Seizure Yard at Belpahr Forest Range during the FY 2023-24

- a. Plinth Level
- b. Lintel Level
- c. Roof Level
- d. Finishing work

F- Work Name- Construction of Watch Tower at Mahulmunda PRF in Bhatlaida Beat under Kolabira Forest Range during the FY 2023-24

- a. Plinth Level
- b. Superstructure
- c. Roof Level
- d. Finishing work

3.38 The tender amount is inclusive of labour cess 1% which will be deducted from the final payment directly and will be deposited in the concerned Govt. Account.


Divisional Forest Officer,
Jharsuguda Forest Division

ORISSA PUBLIC WORKS DEPARTMENT

(Form F₂)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the guidance of contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the Divisional Forest Officer. This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deducted from bills. Copies of the specification, designs & drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Divisional Forest Officer shall also be open for inspection by the contractor at the office of the Divisional Forest Officer.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

Receipt for payments made on account of work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts of the firm.
3. The memorandum of work tendered for and the memorandum of materials to be supplied by the Department and their issue rates shall be filled in and completed in the office of the Divisional Forest Officer/ Authorised Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
4. The amount of earnest money to be deposited will be One percent of the tendered amount, whenever required.
5. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake of the work. Incomplete tender and tenders which purpose any alternation in the work specified in the said form of invitation to tender or which contain any other conditions of any sort, or omit to note the time within which he work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or

more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money hereinbefore mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.

6. The Procure committee will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In event of a tender being rejected, the challan for the earnest money forwarded there with be returned to the tender with a pay order for the amount of the earnest money.


7. The Procure Committee shall have the right to reject all or any of the tenders.

In the event of a tender being selected for acceptance, the Procure Committee which opened the tenders will if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and to the documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender of the selected tender shall also deposit the required amount of the security money with the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the DFO or Procurement Committee may reject the tender. If the procurement Committee is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance. Such tenderer shall thereupon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Officer/Committee who is competent to accept the same. If the said Officer/Committee rejects the tender the security money deposited shall be refunded to the tenderer.

8. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Divisional Forest Office. Government securities may be endorsed to the Divisional Forest Officer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
9. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be decided as per O.M. No 5992/W Dtd 27.04.2021 of works Department (3 percent of the estimated value of the work) and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money,

shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

10. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Divisional Forest Officer or its authorised subordinate shall scrutinize all pages of the form of item, rate, tender and contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.
11. The rates quoted by the Contractor shall be excluding GST. The GST as applicable for the work contract shall be payable to Contractor on each bill amount.
12. Prevailing rate of GST on the gross amount of the bill will be deducted from the Contractor's bill as tax deduction at source (TDS) as per rules.
13. The period of the work should be kept within four months. There should be a special provision in the contract, that in no case additional time period will be allowed beyond two months and the contract will be closed as such beyond the completion.


Divisional Forest Officer,
Jharsuguda Forest Division

4. SPECIAL CONDITIONS

4.1 Care should be taken to interfere as little as possible with traffic. The contractor shall use all due precaution for the safety of traffic and shall place barriers across each and of the road which is being worked upon. Watchman shall be employed and bright red lights placed and maintained around the obstacle and elsewhere as the DFO or Authorised Subordinate may direct, all diversion signs shall be clearly marked by white washed stones or any other means, when traffic is allowed along the shoulder. Barricades and warning signs shall be put up as directed by the Authorised Officer. These Measures shall be at no extra cost of Government.

4.2 Earth work will be done as per the specification of I.R.C./ISI/ MORT&H and as directed by DFO or his Authorised Subordinate from time to time. Measurement of earth work in road embankment will be done by section measurement, after it is compacted to the desired degree as for departmental directions.

4.3 Wherever possible, temporary land may be made available to the contractor for obtaining earth and in all such cases the depth of pits in borrow areas should be as per earth work specification attached to the D.T.C.N. wherever the depth of pits exceeds the permissible limits, the contractor is liable to pay compensation as may be required to be paid to the land owners. The contractor must make his own arrangements for carriage of earth work at his own cost. No payment will be made for jungle clearance and for making a road or footpath or temporary bridges etc. wherever required for earth from the borrow areas. The contractor shall, if required also arrange to obtain and carry earth from other sources at his own cost without any extra expenditure to the department. Borrow pit materials shall not be used unless it has been tested and approved by the Authorised Subordinate. No claim will be entertained on ground of non availability of temporary land or non-availability of adequate quantity of earth.

4.4 No claim will be entertained due to any delays involved in land acquisition required for the work. It shall be constructed that the contractor has thoroughly acquainted himself about the situational condition before tendering for the work and after having fully satisfied himself about the site condition and after going through the stipulation of preceding Para of the special conditions of D.T.C.N. has a quoted his rates. Thus his quoted rates could be deemed to cover any and all distance and situations of the source of soil and also any and all modes of transport either by manual or mechanical means notwithstanding the fact that the concerned estimate or tender or scheduled of rate for the matter does not envisage such provision.

4.5 No claim will be entertained due to any delay involved in land acquisition required for the execution of the work. However, suitable extension of time may be given on the recommendation

of Authorised Officer.

4.6 The quantity of metal, gravel or moorum, sand, chips, etc. should conform to the specification attached. The stack of road metal and gravel or moorum will be measured in boxes to be provided by contractor size 1.5m x 1.5m x 0.5m which will be taken as 1.0 cum. and of chips 1.5 m x 1.5 m x 0.47 m equivalent to 1.0 Cum. The soling stones and other stones will be measured in suitable stacks as per direction of the Authorised Officer and deduction for voids at the rate of 1/6th of volume or more will be made from the total measurement upon the looseness of stacking.

4.7 A quarry chart as may be available may be seen in the office of the Divisional Forest Officer. The contractor must however, satisfied himself that materials as per requires specification and quantity are available in those quarries, no extra payment will be made to non-availability of materials as per required specification and quantity in the quarries shown in the departmental quarry chart. The quarry chart is only information and the department does not accept the responsibility, if the materials are not available in full quantity and quality.

4.8 Earth work, moorum consolidation, soling, metalling and bituminous construction will be done as per specification of I.R.C./ISI/ MORT&H.

4.9 Any other new item to be executed will be done as directed by the Authorised Officer Bridge and culvert construction will be done as per specification of I.R.C./ISI/ MORT&H.

4.10 For all purpose of payment, earthwork excavation in foundation shall mean earthwork exaction below the natural ground level. The natural level in nulls, streams, rivers, or any drainage channel shall mean bed level at the site of construction. Performance Security and defect liability: In case, any imperfection becomes apparent in the work within One year from the date of final certificate of completion, the contractor shall make the same good at his own expenses or in default the Authorised Officer may cause the same to be made good by other workmen and deduct the expenses from the security deposit and the contractor shall be liable to pay any part of the expenses not so recovered by the Authorised Officer. However, any damage to the works due to Cyclone, Flood, Earthquake or any act of God beyond the reasonable control of both the parties are excluded from such defect liability. Security deposit thus deducted from the bills can be released after expiry of One year of completion of the project by replacing the same amount in shape of NSC/ KVP duly pledged against the concerned DFO which shall however be released only after expiry of the defect liability period of One year from the date of completion. No incentive will be allowed if the project will be completed before the stipulated time.


Divisional Forest Officer,
Sharsuguda Forest Division

CHECK LIST

Sl no	Documents	submitted		Page No	Remarks
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	EMD				
2	Annexure-I				
3	Annexure-II				
4	Annexure-III				
5	Annexure-IV				
6	Annexure-V				
7	Annexure-VI				
8	Annexure-VII				
9	Annexure-VIII				
10	Annexure-IX				
11	Annexure-X				

I have personally verified that the documents is submitted in the Technical Bid which have been ticked (Yes) in the checklist in case of any document is found not available in the Technical Bid but it is ticked as "Yes" in checklist than my bid will be automatically rejected.

Seal & Signature of the Bidder

APPLICATION-TECHNICAL BID

1. Name of Tendering Civil Work Address
(Block Letter) :
2. Name of the Proprietor / Partner/ Director :
3. Full Address of Registered Office
Proof of Address to be furnished :
4. Address for correspondence
(If other than two) :
5. Contact No. and E-Mail Id of Authorized
Officer / Person : :
6. PAN No. (Please furnish document) :
7. Aadhar Card No. (Xerox copy) :
8. GST details (Please furnish document) :
9. Works Department License :
10. Contractor Registration No.
(Please furnish document) :
11. Experience as a civil contractor
(Proof of experience to be enclosed) :

Certified that the information as above is true to be best of my knowledge & I will be held responsible if anything to the Contrary / Adverse will be observed in future.

Full Name of Applicant / Authorized Person

Full Signature of Applicant / Authorized Person

Date-

Place-

Declaration by the Tenderer

1. I have submitted this financial bid against notification Nodated.....and tender terms and conditions.
2. The information furnished in the Technical bid and financial bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.
3. I would abide by the terms and conditions governing this tender. In case if I fail to supply as per the department requirement, I would be fully responsible for all the consequences that may arise. The department can exercise appropriate action in addition to forfeiting of EMD I shall pay the difference of higher cost involved and other related expenses paid if any for the execution of the contract.
4. The financial bid is separately submitted against this tender.

Place:

Date:

Seal & Signature of the Tenderer

Annexure -III

**TENDER FOR WORKS -Financial Bid (to be submitted in closed envelop
separately for each work along with schedule attached with the NIT)**

I/We hereby tender for the execution for the Governor of Orissa of the work specified in the underwritten memorandum at the rates specified therein within a period of Months from the date of written order to commence and

in accordance in all respects with the specifications, designs, drawings and other documents referred to in rule. I hereof and subject to the annexed conditions of contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- i. If several sub-works are included they should be detailed in separate list.
- ii. Performance Deposit: This deposit will be 3% of estimated cost of the work.
 - a) Name of work
 - b) Estimated cost.....Rs.
 - c) Earnest money cost.....Rs.
 - d) Initial security deposit (including earnest money) to Rs be deposited before the commencement of the work.

Place:

Date:

Seal & Signature of the tenderer:

ANNEXURE-IV

WORKING EXPERIENCE

Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years from the date of receipt of this bid. Attach certificate from the Engineer-in-Charge not the below rank of Executive Engineer or equivalent.

Project Name	Name of Employer	Description of work	Value of Contract	Contract No	Date of issue of work order	Stipulated date of completion.	Actual date of completion.	Year wise value of work done as per		Remarks explaining reasons for Delay, if any
								Year	Amount (Rs. in lakh)	
1	2	3	4	5	6	7	8	9	10	11

Seal & Signature of the Tenderer

ANNEXURE - V

WORKING EXPERIENCE

LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Seal & Signature of the Tenderer

ANNEXURE – VI

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF
TENDERED OR ABANDONMENT OF WORK BY THE TENDERER**

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No in
b) If yes: give details:

2. a) Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. Yes / No

3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. Yes / No
b) If yes, give details:

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will be summararily be rejected.

Seal & Signature of the Tenderer

AFFIDAVIT

1. The undersigned, do hereby certified that all the statements made in the required attachments for the Tender work _____ submitted to the Divisional Forest Officer, Jharsuguda Forest Division are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorized Officer of the firm /bidder)

Date :

BIDDER'S COVERING LETTER

To,
The Divisional Forest Officer,
Jharsuguda Forest Division
Jharsuguda,
Dist.-Jharsuguda

Subject: Construction of Civil works at Jharsuguda Forest Division

Dear Sir,

I, the undersigned, offer to participate in the selection process to Construction of Civil works at Jharsuguda Forest Division in accordance with your Tender Advt. No. _____ Dated _____. We are hereby submitting our proposal, which includes tender schedule with material sample sealed in separate envelopes.

I hereby declare that all the information and statements made in this proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 1 year and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this RFP are found violated, then your department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the full said earnest money deposit absolutely.

I remain,

Yours Sincerely,

Authorized Signatory with Date and Seal:

Name and Designation:

Address of the Bidder:

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To,
**The Divisional Forest Officer,
Jharsuguda Forest Division
Jharsuguda,
Dist.-Jharsuguda**

Dear Sir,

**Subject: (Authorization for attending bid opening on..... (Date) in the
Tender for Construction of Civil works at Jharsuguda Forest Division
Jharsuguda, Dist. Jharsuguda (Tender No: _____
Dtd. _____)**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.

Specimen Signature
Name of Authorized Person

Order of Preference

- 1.
- 2.



Signature of Bidder
Or
His authorized Representative

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall, where bids will be opened, will be refused in case authorization as prescribed above is not produced.

CERTIFICATE OF NO RELATIONSHIP

I hereby certify that I am not related to any officer of Jharsuguda Forest Division and any officer of the rank of Under Secretary and above of Forest Department, Govt. of Odisha, I am aware that, if the facts subsequently proved to be false, my contract will be rescinded with forfeiture of E.M.D and security deposit and I shall be liable to make good the loss or damage resulting from such cancellation. I also note that, non –submission of this certificate will render my tender liable for rejection.

Seal & Signature of the Tenderer

Date:

