



**Tender Notice No 06/2024-25**  
**Procurement and Installation of Three Phase**  
**62.5 KVA Silent Diesel Generator Set.**

**SCHEDLUED DATE & TIME**

<b>Available of Tender Form in Web-Site</b>	<b>26.09.2024</b>
<b>Last Date of Submission</b>	<b>09.10.2024 at 05.00PM</b>
<b>Opening of Technical Bid &amp; Financial Bid</b>	<b>14.10.2024 at 11.00 AM</b>


  
**Divisional Forest Officer**  
**Berhampur Division**




**OFFICE OF THE DIVISIONAL FOREST OFFICER,**  
**BRAHMAPUR DIVISION, AT- COURTPETA, BRAHMAPUR-760004**  
*Phone/Fax- 0680-2281354, Mob- +91 7653908594, [Email-dfobhmpur@yahoo.co.in](mailto:dfobhmpur@yahoo.co.in)*

**Tender Notice No. 06/1F-2024-25**  
**Dated, the 25<sup>th</sup> September, 2024**

**Tender Notice**  
For  
**Procurement and Installation of Three Phase  
62.5 KVA Silent Diesel Generator Set.**

  
**Divisional Forest Officer**  
**Brahmapur Division**

SL NO.	PARTICULARS	DATE & TIME / DETAILS	LOCATION / DETAILS
1	RFP No. & Date	<b>Tender Notice No.06 / 1F-2024-25 Dated 25<sup>th</sup> September 2024</b>	
2	Commencement of Download of RFP Document	<b>26.09.2024.</b>	<a href="http://www.odishaforest.in/ganjam.nic.in">www.odishaforest.in/ganjam.nic.in</a>
3	Last Date of Bid Submission (Only at Division Office Drop Box)	<b>09.10.2024</b> (Up to 05:00 PM)	Office of the Divisional Forest Officer, Brahmapur Division, At-Court Peta, Brahmapur-760004
4	Date of Technical and Financial Bid Opening	<b>14.10.2024</b> (11.00 AM)	Office of the Divisional Forest Officer, Brahmapur Division, At-Court Peta, Brahmapur-760004
5	Contact Person for Queries	Office of the Divisional Forest Officer, Brahmapur Division, At-Court Peta, Brahmapur-760004 <b>Phone/Fax- 0680-2281354, Mob- +91 7653908594, Email <a href="mailto:dfo.berhampur@odisha.gov.in">dfo.berhampur@odisha.gov.in</a></b>	
6	Address of Bid Submission.	Office of the Divisional Forest Officer, Brahmapur Division, At-Court Peta, Brahmapur-760004	
7	RFP Document Cost (Non-refundable)	<b>Rs.1000/-</b> (One Thousand Only)	By Demand Draft issued by a nationalized or scheduled bank in favour of "The Divisional Forest Officer, Brahmapur Division," payable at Brahmapur
8	EMD (Refundable, but non-interest bearing)	<b>Rs. 10,000/-</b> (Rupees Ten Thousand Only)	By Demand Draft issued by a nationalized or scheduled bank in favour of "The Divisional Forest Officer, Brahmapur Division," payable at Brahmapur.
9	Bid validity period	1 years from the last date (deadline) from the last date of submission of bids.	
10	Latest Tender document and addendum/corrigendum, if any, will be published at the websites <a href="http://www.odishaforest.in/ganjam.nic.in">www.odishaforest.in/ganjam.nic.in</a>		
11	Disclaimer: Notwithstanding anything else contained to the contrary in this tender document, DFO Brahmapur Division reserves the right to cancel / withdraw / modify fully or partially the "Invitation of Bids" or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.		

  
 Divisional Forest Officer  
 Brahmapur Division

# Section - I

## (Invitation for Bids)

### 1.1 Objective

The Divisional Forest Officer, Brahmapur Forest Division invites bids from OEM/ authorized reseller for

**“Supply, Erection and Commissioning of a Three Phase 62.5 KVA Silent Diesel Generator Set at Sonapur Ecotourism Complex (Tourist Information Center & Tourist Facilitation Center) under Berhampur Range**

### 1.2 About the Bid Documents

The tender document comprises of the following Sections:

Section – I	Invitation for Bids
Section – II	Eligibility Criteria
Section – III	Scope of Work
Section – IV	Instruction to Bidders
Section – V	General Terms & Conditions
Section – VI	Technical Specifications
Section – VII	Annexure

### 1.3 Schedule of the Tender process

- A. The tender will have 2 (Two) parts –Technical Bid and Financial Bid.
- B. The tender document including addendum/corrigendum, if any, will be available at websites –[www.odishaforest.in/ganjam.nic.in](http://www.odishaforest.in/ganjam.nic.in)
- C. Bidders may download the tender document from website and the tender document cost may be submitted along with the technical bid documents.
- D. The tender document, after duly filled in, should be submitted to the Divisional Forest Officer, Brahmapur Forest Division on or before the due date and time.
- E. Cost of the Tender Document and EMD must be submitted along with the Technical Bid Documents Only.
- F. Bids received without or with inadequate Tender Document Cost and EMD shall be rejected.
- G. Technical bids shall be opened in the presence of bidders or their representative who may choose of to attend.

## Section - II

### (Eligibility criteria)

The Bidder must satisfy all the following General and Technical Eligibility Criteria to participate in this Tender:

**1. General Eligibility Criteria (Necessary support documents are to be enclosed):**

- A. The Technical Bid Must Contain the Requisite Tender Document Cost of Rs. 1000/- and EMD of Rs. 10,000/- (Rupees Ten Thousand Only) as per the advised mode in the tender document.
- B. The bidder should be an **authorized dealer /OEM** in the business of Supplying, Integrating DG sets of any reputed OEM since **last three years**. Necessary Certificate are to be enclosed.
- C. The bidder must have been registered with GST and must furnish the GST Registration certificate, GST Clearance certificate, PAN of the Firm, up to date **IT return for last three Financial Years (2021-22, 2022-23 and 2023-24)** in the technical bid.
- D. Average annual turnover in generator Supply and Service Segment of the bidder for last 3 (Three) financial years ending on 31 March, 2024, should not be less than **Rs. 10.00 lakhs (Ten Lakhs of Indian Rupees)**. Copies of audited balance sheets, IT Returns, are to be submitted to corroborate this.
- E. The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Governments in the country of India. Self-declaration under the seal of the head/authorized employee of the organization is to be submitted.
- F. The bidder must not have any history of defaulting in execution of work orders issued by Government of India or any State Government in the country of India. A self-declaration certificate to this effect should be enclosed. Self-declaration under the seal of the head/authorized employee of the organization is to be submitted.
- G. The bidder hasn't been blacklisted by any Central/State Government institution and there has been no pending litigation with any government department on account of similar services. Self-declaration under the seal of the head/authorized employee of the organization is to be submitted.
- H. No Criminal Proceedings in any Court of Law should pending against the bidding Firm Or its Board of Directors. Self-declaration under the seal of the head/authorized employee of the organization is to be submitted.

**2. Technical Eligibility Criteria: (Necessary Supporting Documents are to be enclosed)**

- A. The bidder should be a reputed System Integrator (SI)/**Authorized Dealer** of the OEM under due authorization of the OEM only. **Authorized Dealership certificate to be submitted.**
- B. All OEMs whose products are offered by the bidder must have their valid ISO Certifications, and each of the OEM must be Registered and Operating as a Company in India for more than 5 (Five) Years.
- C. OEM and Reseller should have its own local office/ service center/personnel in Brahmapur / for providing Warranty Services and Support including after-sales service and support. Certificate to be furnished by the bidder in this regard. The Authorized dealer must make the warranty available at Brahmapur.
- D. The bidder shall submit an undertaking that the Equipment shall be installed, commissioned, Tested Run and Fault Corrected by OEM engineers and ensure direct and uninterrupted support of the OEMs during the Warranty / Contract Period.
- E. The bidder must have a Local Support Office in Brahmapur
- F. The Bidder Shall Submit an undertaking that Onsite support calls to be attended within 48 hours of the call logged between 9.30 AM to 6.00 PM in any working days during the warranty period if AMC is allowed.
- G. The Bidder Shall Submit an undertaking that: Maximum 2-days resolution for all hardware problems within the warranty period (for minor faults/faults involved with replacement of minor spares and maximum 2 weeks resolution time in case of requirements of major spare replacements.
- H. The Bidder Shall Submit an undertaking that: Patches, updates, and upgrades of the equipment's firmware (IOS) if any to be provided within the warranty period.
- I. The Bidder Shall Submit an undertaking that the whole item (including all components) will be under warranty within the warranty period.
- J. The Bidder Shall Submit an undertaking that: SI / Bidder Must be Available for all 24x7 call logging for supports unfailingly within the warranty period.
- K. Bidders must have supplied DG Sets to any Govt. Departments of Odisha in last three years. Purchase orders must be attached to corroborate this.
- L. Bidders claiming exemptions from any Terms and Conditions, have to submit valid documents as per Policies/Rules/Regulations issued by Govt of Odisha.

**Note:-**

Necessary supporting documents on fulfillment of eligibility criteria should be attached for authentication along with a **signed copy of the tender document** including addendum/ corrigendum, if any, to indicate acceptance of all terms and conditions set forth in the tender. Bidders failing to provide complete information on any of the requirements are liable to be rejected in the bidding process.

### Section - III

#### **Scope of Work/ Bill of Quantities (BoQ)**

The scope of work involves the Supply, Installation, Testing, Commissioning and Providing Full Comprehensive warranty services and support as defined by the OEMs of the products for following items to be procured by the DFO, Brahmapur Forest Division in Table-1.

**Table-1:**

<b>Item</b>	<b>Quantity (Nos)</b>
<b>PROCUREMENT OF 62.5 KVA THREE PHASE SILENT DIESEL GENERATOR SET ALONG WITH ITS INSTALLATION, TESTING AND COMMISSIONING WITH WARRANTY AND SUPPORT AT SONAPUR ECOTOURISM COMPLEX.</b>	<b>1 (one) UNIT Approximate Cost Rs 13.2 Lakh (excluding Tax)</b>

**Note:**

- a) **Bidders should quote for all the items/services in Table-1. Exclusion of any shall lead to rejection of the bid.** Purchaser reserves the right to procure any of the items or all items or more than the indicated quantity of any items, depending upon the requirement of the purchaser.
- b) The type and quantities of items/services indicated in the tender document are provisional and may change as per the actual requirement.
- c) The selected bidder is required to supply and install the items at **SONAPUR ECOTOURISM COMPLEX.**
- d) Bid price is fully inclusive of Installations, Commissioning, Testing and Full Onsite Comprehensive Warranty Service and Support as specified by the respective OEMs at the site. **The bidder may inspect the premises before giving the quote.**

## Section – IV

### **(Instruction to Bidders)**

1. The bidder will be responsible for supply, installation, testing and commissioning of items as per specification mentioned in the technical bid. The items will be supplied and installed at **SONAPUR ECOTOURISM COMPLEX**.
2. Supply, installation, and commissioning of the item shall be completed **on or before 31<sup>st</sup> October, 2024** from the date of issue of purchase/work order positively without fail. Time overrun for installation and commissioning may lead to imposition of fine by the Purchaser @ 0.5 % of Bid Value per Week of Time Overrun.
3. There are 2 (Two) parts of tender papers namely Technical Bid, and Financial Bid. The bidder is required to fill out all the parts of tender documents and place them in 2 (Two) separate sealed envelopes which should be super scribed as: (a) **Technical Bid–Tender Notice No. 06/ 1F-2024-25 Dated 26<sup>th</sup> September 2024** and (b) **Financial Bid –Tender Notice No. 06/ 1F-2024-25 Dated 26<sup>th</sup> September 2024**. These envelopes should be placed in another sealed envelope and addressed to “**The DFO Brahmapur Forest Division, O/o the DFO BRAHMAPUR FOREST DIVISION,**” clearly written on top as **Bid Document for (Supply, Erection and Commissioning of a Three Phase 62.5 KVA Diesel Gen Set) Tender Notice No. 06/ 1F-2024-25 Dated 26<sup>th</sup> September 2024 of the DFO, Brahmapur Forest Division with the name and address of the firm on the same envelope.**
4. A non-refundable demand draft of **Rs. 1000/- (Rupees One Thousand Only)** as Tender Document Cost and an EMD of **Rs. 10,000/- (Rupees Ten Thousand only)** in the form of Demand Draft issued by a Nationalized or Scheduled Bank, must be enclosed along with the Technical Bid documents.
5. Technical bid document not accompanying the requisite Tender document fee and EMD shall be considered as non-compliant, summarily rejected and will not be considered for further evaluation.
6. The sealed tenders will be opened as per the indicated schedule in presence of the tenderers or their authorized representatives as may desire to be present. Authorized representatives will be required to produce their authorization letter before opening of the tender, failing which they will not be allowed to be present.
7. Technically qualified bidders will only be informed for their financial bid within stipulated time and this will be communicated to the firm through e-mail and fax. Any clarification /



alteration in specification found suitable by the technical committee will be informed to the successful bidders for commercial inclusion.

8. Tenders shall be fully in accordance with the requirements of the general terms and conditions and the technical specifications attached hereto. Appropriate formats furnished with this specification shall be used in quoting tender prices. Incomplete, illegible, unsealed and without signature tenders will be rejected. Telegraphic tenders will not be accepted.
9. All offers should be made in English and clearly type written. Offers if submitted in any other language must be accompanied by its English Translation in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.
10. The bidders should furnish the following information and documents with the General, Technical and Financial Bids.
- 11. Tender should be submitted in the Tender Box kept at the O/o the DFO, Brahmapur Division.**
12. No tender is to be handed over to any office staffs unless otherwise communicated officially.
13. In case due date happens to be holiday the tender will be accepted and opened on the next working day. No separate intimation will be sent to bidders in this regard.
14. Bidders shall bear all costs associated with the preparation, submission of its bid and attending the Bid Opening Process and Purchaser shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
15. Bids are to be submitted in the prescribed formats only and Alternative bids / bids on format other than the format prescribed in this tender document and Conditional Tenders will be summarily rejected with forfeiture of the submitted EMD. Submission of alternative bids or conditional bids shall be treated as attempt to vitiate the bidding process by the bidder.
16. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
- 17. The leaflets/catalogue and standard technical literature etc. of the technical features** of the offered equipment's must be submitted with the technical bid for proper evaluation.
18. Warranty/Guarantee: Warranty is to be provided on the product so quoted as specified by the OEM of the product from date of satisfactory installation and commissioning.
19. Tenders shall be fully in accordance with the requirements of the general terms and conditions and the technical specifications attached hereto. Appropriate formats furnished with this specification shall be used in quoting tender prices. Incomplete, illegible, unsealed and without signature tenders will be rejected. Telegraphic tenders will not be accepted.
- 20. PRICE BID MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT ONLY.**
21. Quantity: The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.

22. The rates quoted by the bidder against items contained in bill of quantity of the Tender document, shall be inclusive of all Taxes. The various items of testing, commissioning and maintenance shall be inclusive of all costs such as GST as applicable in Odisha.
23. The price and conditions of the offer should be valid for at least a period of 1 year from the date of tender opening. Tender with validity of less than 180 days may be rejected.

**24. Bid EMD and Performance Security:**

- A. The Tender must be accompanied by a sum of Rs.10,000/- (Rupees Ten Thousand Only) as EMD in the form of Demand Draft on any of the Nationalized Bank/ Scheduled Bank in favour of "Divisional Forest Officer, Brahmapur Forest Division", payable at Brahmapur failing which the Tender shall be considered as noncompliant and summarily rejected. The EMD should at least be valid for 3 months. If the validity of the offer is extended, the EMD duly extended shall also be furnished, failing which the offer of the aforesaid shall not be considered. The EMD is liable to be forfeited, if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer. In case of a successful bidder the bid security (EMD) shall be forfeited if the bidder fails to complete the work within the stipulated period as defined in the tender document.
- B. The EMD of all unsuccessful bidders will be returned by the O/o the DFO BRAHMAPUR FOREST DIVISION, Odisha without any interest whatsoever within thirty (30) days of finalization of the tender and the EMD for successful bidder/bidders would be returned without any interest whatsoever, only after receipt of performance security / bank guarantee from it as called for in the contract.
- C. **Performance Bank Guarantee will be 10 % of the Bid Value** for the warranty period of the proposed items.
25. Bidders shall carefully examine the tender documents and the technical specification and fully inform themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from the specification or other documents, or should there be any doubt as to their meaning, they should at once notify the purchaser and obtain clarification in writing. This however does not entitle the bidder to ask for *time beyond the due date fixed for receipt of tenders*.
26. Verbal clarification and/or information given by the purchaser or its employees or representatives shall not be binding on the purchaser. Exemptions / Relaxations granted by the Government to MSEs on tenders will be extended only to the eligible bidders who are registered under MSEs Category and if and only if the majority (more than two third i.e.

66% of the value of the quoted products) of the products quoted by the bidder in the tender must be manufactured in-house as per the clause of “Approved Items of Production” in the Registration Certificate of his MSE. Valid documents in this regard must be supplied by the bidder to claim Exemptions / Relaxations under MSME.

27. Submitted tender forms with *overwritten or erased or illegible rate or rates* not shown in *figures and words in English* will be liable for rejection. In case of discrepancy between words and figures noted against the item of the tender and between unit rates and the total amount, the decision of the competent authority accepting the tender will be final and binding on the bidders. Corrections in the tender, if unavoidable, should be made by rewriting with date and initial of the tenderer after scoring out of the wrong entries. *Clerical and arithmetical* mistakes may result in *rejection* of the tender.
28. While tenders are under consideration, bidders and their representatives or other interested parties, are advised to *refrain from contacting by any means, and Purchaser's personnel or representatives* on matters relating to the tenders under study. The purchaser, if necessary, will obtain clarification on tenders by requesting such information from any or all the bidders either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of his offer after the tenders have been opened. This includes any post tender price revision/major modifications. In the event of non-compliance with this provision, the tender is liable to be disqualified.
29. The rate should be quoted in figures as well as in words, if there is variation between the rates quoted in figures and in words, the rates quoted in ‘Words’ shall be taken as correct.
30. Evaluation criteria:
  - A. Only the bidder who qualifies in technical bid will qualify for opening of the financial bid.
  - B. Award of the contract shall be made to the bidder with the lowest (L1) commercial value by taking in to account all the items. The Base Price of the Items including Import and Excise Duty will be considered in Evaluation of Financial Bid that excludes the Tax Components.
31. **Bidders must sign and stamp each page of their tender without which the tender will be considered incomplete.**

## Section - V

### (General Terms & Conditions)

#### 1. PURCHASER

Divisional Forest Officer, Brahmapur Forest Division.

#### 2. RELEASE OF EQUIPMENT

The bidders shall be responsible for releasing the equipment/items from the carriers/transporters. The equipment's shall be delivered and installed at designated locations as per the tender.

#### 3. PERFORMANCE SECURITY

For items mentioned in Table-1 of Section -III, after successful installation at site, the bidder shall furnish a **performance security of 10% of the total quoted cost in shape of a TDR pledged to the DFO, Brahmapur Forest Division. This bank guarantee shall remain valid till the end of warranty period. Waiver in performance security will be considered only after OEMs certificate that the OEM will provide all support and SI will be responsible for providing the same.**

#### 4. PRICE

The prices quoted should be in Rupees for delivery F.O.R. destination and inclusive of Excise Duty and other taxes but excluding GST. ***Any price other than F.O.R. destination price will not be considered.*** The F.O.R. destination price should be inclusive of ***Entry Tax.*** GST should be mentioned clearly and separately.

#### 5. TERMS OF PAYMENTS

- A. **100%** of the contract price (i.e. cost of the Items actually supplied) shall be paid immediately on successful delivery, Installation, Commission and Testing of all the H W & Equipment at sites with certification thereof by designated departmental authority and on submission of Performance Security and bill by the Bidder / SI.
- B. The successful bidder must sign an agreement with the designated authorized representative of the DFO, Brahmapur Division within a fortnight will all terms and conditions.

#### 6. BILLING

The supplier shall specify the **Branch / Location** from which they will raise the bill and, in whose favour, payment will be released.

#### 7. DELIVERY AND INSTALLATION

Delivery period of goods/items, their installation and commissioning will be the important consideration for award of the contract, the bidders should therefore clearly indicate the period of delivery, installation and commissioning. Bidders should give consent/preparedness for delivery of the equipment / goods / items immediately after receipt of the work/purchase order to complete installation **on or before 31<sup>st</sup> September, 2024.**

#### **PENALTY FOR DELAY IN COMPLETION OF CONTRACT**

The delivery/ installation/commissioning period quoted in the tenders should be guaranteed under a *penalty @ 0.5%* on total value of the equipment per week or amount thereof of delay subject to maximum 5% of the contract/purchase order value. The purchaser reserves the right to cancel the order if it is not executed within the prescribed completion time and forfeit the entire EMD amount. Delay in supply / installation /commissioning in the part of the supplier for equipment shall be treated as delay in the delivery/ installation of the goods. The purchaser reserves the right to cancel the order in full or in part. In the event of such cancellation, the purchaser shall have the right to *invoke the security deposit*. However, for valid reasons (like any unavoidable situation at the client site) duly notified in advance and considered by the purchaser, revised delivery schedule may be accepted at the sole discretion of the purchaser.

#### **8. FORCE MAJEURE CONDITION**

If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then purchaser may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the purchaser, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

#### **9. STANDARDS**

The equipment shall conform to the National / Internationally Accepted standards as applicable. Necessary Documentation on compliance to standard are to be provided against each item.

#### **10. COMPLETENESS OF EQUIPMENT**

The equipment shall be complete in all respects. Any components fitting, etc. which may for the equipment shall be deemed to have been included in the contract and shall be supplied by the supplier/bidder at no extra cost.

#### **11. INTER CHANGE ABILITY**

All similar materials shall be identical and interchangeable with one another in order to minimize the number of spare parts.

## **12. SALES TAX AND INCOME TAX CLEARANCE**

The attested copies of up to-date GST Clearance Certificate and Income Tax Clearance Certificate should be enclosed with the tender. Certificate validity must be available on the date of opening of Technical Bid.

## **13. SITE DELIVERY IN PERFECT CONDITION**

It will be the responsibility of the vendor to bring the materials in perfect condition to the installation site.

## **14. REPLACEMENT**

If the material/ equipment or any portion thereof gets damaged or lost during the transit and installation, the vendor shall effect the replacement of such materials/ equipment within a reasonable time to avoid delay in commissioning the equipment.

## **15. RIGHT TO REJECT/ACCEPT THE TENDER**

The purchaser reserves the right either to reject or accept any or all tenders. **The purchaser has exclusive right to alter the quantities of materials at the time of placing the final purchase order. The type and quantity of items indicated in the tender are provisional and may change as per the actual requirement.** After placing the purchase order, the purchaser may order to defer the delivery of the material. It may be clearly understood by the bidders that the purchaser need not assign any reason for the above action.

## **16. INSPECTION**

**The purchaser or his authorized representatives may inspect during the delivery, installation and commissioning of the equipment/items at the client site and the vendor shall afford all facilities for such inspection at the site. The bills shall be submitted by the bidder after such inspection.**

## **17. WARRANTY**

**18.** The equipment / stores covered by this specification should be guaranteed for satisfactory operation and under full warranty support for the period as specified by the OEM with minimum of 1 (One) Year or more.

## **19. REJECTION**

Before acceptance of the system if the equipment supplied by the vendor is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract, the purchaser shall have the right to either reject or to request in writing for rectification of the defects. Then the bidder shall with utmost diligence, at his own expense, make good the defects so specified or replace the defective equipment if the bidder fails to do so, the purchaser either.

**OR**

- B. Terminate the contract for default. Further, in the event, the vendor is not able to rectify or replace the faulty equipment within reasonable time, the purchaser reserves the right to acquire the said equipment at a reduced price considered equitable under the circumstances, and under such conditions the decision of the purchaser shall be final.

**19. PATENT RIGHTS ETC.**

The bidder shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the purchaser, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

**20. JURISDICTION OF HIGH COURT OF ODISHA**

Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

**21. EXTRAS**

The bidder shall when asked in writing by the purchaser, perform extra work and furnish extra materials, not covered by the specifications or included in the schedule, but forming and inseparable part of the work contracted for the terms of payment for such extra work or materials shall be mutually agreed upon in advance.

**22. INSTALLATION SUPERVISION AND SERVICES**

The bidder shall depute experienced Engineer/Technicians for installation, commissioning and testing of equipment supplied.

**23. EXTENSION OF DELIVERY PERIOD AND TERMINATION OF CONTRACT**

If for any reason, the bidder finds it impracticable to supply the equipment within stipulated delivery period, he will give notice in writing of such reasons and his failure to supply the materials. He may ask for extension of time, which may or may not be granted by purchaser. Should the contractor's preparation for the commencement of delivery in conformity with the contract or should he neglect to comply with any directions given to him or in any respect fail to perform the contract, the purchaser will have power to cancel the contract in which case the vendor shall be liable for any expense, loss or damage which the purchaser or indenter may incur or sustain by reason of or in connection with the Contractor's fault in addition to the forfeiture of the performance guarantee to the purchaser.

**24. OBLIGATION TO CARRY OUT PURCHASER'S INSTRUCTION**

The Vendor/Supplier shall also satisfy the purchaser or this inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

**25. TIME AND DATE OF COMPLETION OF CONTRACT**

The time and date stipulated in the tender for the completion of the work shall be deemed to be of the essence of the contract. In case of delay the vendor shall in addition to other liabilities under the contract be liable for all cost of damage and/or hold up in the work due to his failure to complete the contract or portion thereof. The purchaser shall be entitled to withhold any payment until the whole work is completed and recover from the vendor cost damages and/or held up in the work as stated above. But if the delay is due to any cause such as strike, lockout fire, accident, riot that the purchaser may admit as reasonable ground for further time, the purchaser shall allow such additional time as he may consider to have been required by the circumstances of the case.

**26. FINAL AUTHORITY**

The final authority for payments will be the purchaser except otherwise specifically stated and if the bidder desires to appeal against any matter he shall appeal to "The Principal Conservator of Forests (Wildlife) and Chief Wildlife Warden, Odisha" whose decision on such matters shall be final and conclusive.





## **Section - VI**

### **(Annexure)**

**Note:**

**All the Annexure pertaining to Bidder's Firm are to be furnished under letter Head of the company and signed by Executives not below the Rank of a Director / Power of Attorney Holder of the Company or the Promoter himself if the Bidder's Firm is proprietorship firm. In case of Partnership Firm, the signature of Managing Partner should be furnished.**

**GENERAL INFORMATION**

Company Name				
Registered Office Address				
	City		PIN	
	State		Website	
	Telephone		Cell	
	Fax		Email	
Office Address (In Odisha)				
	City		PIN	
	State		Website	
	Telephone		Cell	
	Fax		Email	
Address				
	City		PIN	
	State		Website	
	Telephone		Cell	
	Fax		Email	



Signature of Bidder with Company Seal

**SERVICE NETWORK DETAILS IN BRAHMAPUR**

Sl. No.	Service Station with Address	Officer-in-charge	No. of Service Engineers	Contact Phone/Mobile	Area Covered
1					
2					
3					



Signature of Bidder with Company Seal

**SELF DECLARATION**

Date: \_\_\_\_\_

Ref: \_\_\_\_\_

To,

The DFO Brahmapur Forest Division

<< Address >>

Ref: Tender enquiry no. XXXX

In response to enquiry no. XXXX, M/s/Mr. \_\_\_\_\_ as a \_\_\_\_\_

I/We hereby declare that our company \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

Signature of Witness

Date:

Place:



Signature of Bidder

Date:

Place:

Company seal

**SELF DECLARATION**

Date: \_\_\_\_\_

Ref: \_\_\_\_\_

To,

The DFO Brahmapur Forest Division

<< Address >>

Ref: Tender enquiry no. XXXX

In response to enquiry no. XXXX, M/s/Mr. \_\_\_\_\_ as a \_\_\_\_\_

I/We hereby declare that our company \_\_\_\_\_ is having unblemished past record and have not been declared blacklisted by any Central/State Government/PSU institution and there has been no pending litigation with any government department on account of similar services. I/We further declare that our company has not defaulted in executing any Government order in the past.

Signature of Witness

Date:

Place:

Signature of Bidder

Date:

Place:

Company seal



**REPRESENTATIVE AUTHORIZATION LETTER**

Date: \_\_\_\_\_

Ref: \_\_\_\_\_

To,

The DFO Brahmapur Forest Division.

<< Address >>

Ref: Tender enquiry no. XXXX

In response to enquiry no. XXXX, M/s/Mr. \_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company. She/he is also authorized to attend meetings and submit technical & commercial information as may be required by you in the course of processing above said application.

Thanking You.

(Authorized Signatory)

(Representative signature)

(Signature attested)



Company seal

**ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENTS**

Date: \_\_\_\_\_

Ref: \_\_\_\_\_

To,

The DFO Brahmapur Forest Division

<< Address >>

Ref: Tender enquiry no. XXXX

In response to enquiry no. XXXX, I have carefully gone through the terms and conditions contained in the above tender.

I declare that all the provisions of the tender document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature of Witness

Date:

Place:

Signature of Bidder

Date:

Place:

Company seal



## LIST OF ENCLOSURES

SL. No.	Enclosure description	Enclosed (Yes/No)	Annexure/Attachment/Page No./Envelop No. of the enclosure
1	Copy of Registration Certificate of the firm		
2	Organization Profile		
3	Annexure-1		
4	Annexure-2		
5	Annexure-3		
6	Annexure-4		
7	Annexure-5		
8	Annexure-6		
9	Up-to-date GST clearance certificate		
10	Copy of PAN no allotted by Income Tax Department		
11	Copies of Annual audited accounts statements certified by a chartered Accountant		
12	Documentary proof of authorized Dealership of OEM.		
13	Copy of the Warranty Certificate of the Gen-Set by the Manufacturer.		
14	Tender Paper Cost in a sealed envelope with technical bid (Super scribe Tender document cost on the top of the sealed envelope and write name of the firm on the back side of DD)		DD No. Amount:
15	EMD in a sealed envelope with technical bid (Super scribe EMD on the top of the sealed envelope and write name of the firm on the back side of DD)		DD No. Amount:
16	Technical bid duly signed (sealed envelope) – Annexure T1		
17	Financial bid duly signed (sealed envelope) – Annexure F1		
18	Signature and seal with Date on whole tender document.		

Signature of the Bidder with Seal



**STATEMENT OF TECHNICAL COMPLIANCE & DEVIATION (Tech Bid)**

<b>Sl. No.</b>	<b>Brand, Mfg. Yr., Model No, Warranty Certificate of the Offered Item</b>	<b>Major Deviations, if any</b>	<b>Performance Impact (PI) due to Deviation</b>	<b>Reason for Choosing the Item</b>

**Signature of the Bidder with Seal**

**Note:**

1. Major Deviation means absence of a feature mentioned in the Specs or 20% or more Performance degradation from the minimum specified value in the specifications.
2. Certification of Performance Impact due to Deviations from the Specifications shall be issued only by domain professionals having the domain experience related to the item / items for more than 10 years in organized sector or professional bodies and preferably having valid Professional Certifications on the required Domain or by Labs of Nationally Recognized Professional Bodies or National Level Government Technical Institutions in India primarily dealing with the item's domain. Necessary Credential of the Person or Institutions Certifying Performance Impact due to Deviation is to be enclosed for further authentication if necessary.

**FINANCIAL BID FORMAT (Fin Bid)****( To be furnished in separate sealed envelope as Financial Bid)***Amount in Rupees*

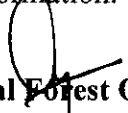
Sl. No.	Items	Brand, Mfg. Yr. , Model & Part No	Quantity	Unit Cost	Pre-Tax Total Cost	Tax at current Rate	Total Cost With Tax
1	Cost of 62.5 KVA three phase Diesel Gen set						
2	Cost of erection and commissioning of the DG Set # with 50 liters diesel						
<b>Total Cost (In Figures)</b>							
<b>Total Cost (In Words)</b>							

# (details of works to be undertaken for item 2 must be in a separate sheet under letter head)

Signature of Bidder with Seal

***End of the Tender Document at this 26<sup>th</sup> Page***
  
 Divisional Forest Officer  
 Brahmapur Division
Memo No 7681 (4) 1F/2024-25 Dated Brahmapur the 26<sup>th</sup> September 2024Copy forwarded to the

1. PCCF WL & CWLW Odisha.
2. Addl. PCCF, IT &GIS, O/o the PCCF, Odisha for kind hosting in the website [www.odishaforest.in](http://www.odishaforest.in)
3. Regional Chief Conservator of Forests Brahmapur Circle for kind information.
4. NIC center, Ganjam, Chatrapur.

  
 Divisional Forest Officer  
 Brahmapur Division