



**GOVERNMENT OF ODISHA FOREST, ENVIRONMENT &
CLIMATE CHANGE DEPARTMENT.**

OFFICE OF THE DIVISIONAL FOREST OFFICER, BRAHMAPUR DIVISION, BRAHMAPUR.

Re-Tender Call Notice No.157/1F (Accounts) 53/2023 Date:- 03.07.2023.

TENDER DOCUMENT

FOR

**SUPPLY OF VARIOUS TYPE OF MATERIALS TO BRAHMAPUR
FOREST DIVISION ON ANNUAL RATE CONTRACT BASIS
DURING THE FINANCIAL YEAR 2023-24.**

Divisional Forest Officer
Brahmapur Division

(Document can be downloaded from website www.odishaforest.in / <https://ganjam.nic.in>)

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**OFFICE OF THE DIVISIONAL FOREST OFFICER, BERHAMPUR DIVISION
AT-COURTPETA, BRAHMAPUR-760004**

Phone/Fax- 0680-2281354, Mob- +91 7653908594, Email-dfo.berhampur@odisha.gov.in

**RE-TENDER CALL NOTICE FOR SUPPLY OF VARIOUS TYPES OF MATERIALS
TO BERHAMPUR FOREST DIVISION ON ANNUAL RATE CONTRACT BASIS
DURING THE FINANCIAL YEAR 2023-24**

Sealed tenders are invited through offline bids in single stage under two bid systems viz; technical bid and financial bid from manufacturers/authorized distributors/dealers having its office in Odisha for supply of "Various Type of Materials to be supplied to different Range of Berhampur Forest Division on Annual Rate Contract Basis" related to clothes. Equipments, Computers and Electronics, Stationary, Construction Materials, etc under CAMPA and such other schemes during 2023-24. The completed bids must reach in the O/o Divisional Forest Officer, Berhampur on or before 18.07.2023 up to 05.00 P.M. THROUGH Regd. Post/Speed Post/Courier Service and can be dropped in Tender Box placed in the Office of the Divisional Forest Officer, Berhampur. The standard bidding documents and term and conditions can also be downloaded from www.odishaforest.in/http://ganjam.nic.in during 04.07.2023 to 18.07.2023.

The tender documents contains the Term & Conditions can be obtained in person from the I/c Section Officer or from the Dealing Assistant, O/o The Divisional Forest Officer, Berhampur Forest Division on any working days during office hour (10.00 A.M. to 05.00 P.M.) from 04.07.2023 to 18.307.2023 on production of the cost of tender paper of Rs 1000/- (One Thousand) only in shape of Demand Draft drawn in favour of the Divisional Forest Officer, Berhampur Forest Division, on any Nationalized Bank at Berhampur, Ganjam, Odisha.

**Divisional Forest Officer,
Brahmapur Division.**



OFFICE OF THE DIVISIONAL FOREST OFFICER, BRAHMAPUR DIVISION

AT-COURTPETA, BRAHMAPUR-760004

Phone/Fax- 0680-2281354, Mob- +91 7653908594, E. Mail dfo.berhampur@odisha.gov.in

Tender Call Notice No **157** /1F-(ACCOUNTS)-51/23,

Dated, Brahmapur the **03rd July, 2023**

Divisional Forest Officer, Brahmapur Division invites offline bids in single stage under two bid system, viz., technical bid and financial bid from manufacturers / authorized distributors / dealers having its office in Odisha for supply of following "Various Type of materials to be supplied to different Range of Brahmapur Forest Division on Annual Rate Contract Basis" related to clothes, equipment, computer and electronics, stationary, construction materials, Planting materials, etc under CAMPA and other Schemes.

2. Document Download:

The tender document having detailed instructions and terms & conditions are available on the website www.odishaforest.in / <https://ganjam.nic.in>. Detailed sheet for the tender is as under:

Memo No.4618 (A) dt.03.07.2023

Copy along with its enclosure submitted to the Deputy Director, Information & Public Relation Department (Adv), & Deputy Secretary to Government of Odisha, Bhubaneswar for information and necessary action. He is requested to publish in two Odia / English Daily News Papers (All editions).

Encl: As above.

Divisional Forest Officer
Brahmapur Division

Memo No.4618 (B) dt.03.07.2023

Copy along with its enclosure submitted to the Addl. Principal Chief Conservator of Forests, (CAMPA)/ Chief Conservator of Forests, (PP&A), Office of the Principal Chief Conservator of Forests, Odisha, Bhubaneswar for favour of kind information and necessary action.

Encl: As above.

Divisional Forest Officer
Brahmapur Division

Memo No.4618 (C) dt.03.07.2023

Copy along with its enclosure submitted to the Additional Principal Chief Conservator of Forests, (IT&GIS), Office of the Principal Chief Conservator of Forests, Odisha, Bhubaneswar for favour of kind information and necessary action.

He is requested to upload the Tender Notice in the Website of PCCF, Odisha at an early date.

Encl: As above.

Divisional Forest Officer
Brahmapur Division

Memo No.4618 (D) dt.03.07.2023

Copy along with its enclosure submitted to the Regional Chief Conservator of Forests, Brahmapur Circle, Brahmapur for favour of kind information and necessary action.

Encl: As above.

Divisional Forest Officer
Brahmapur Division

Memo No.4618 (E) dt.03.07.2023

Copy along with its enclosure forwarded to the District Information Officer, NIC, Collectorate, Ganjam Chatrapur for information and necessary action. He is requested to display the Tender Notice in the District Website.

Encl: As above.

Divisional Forest Officer
Brahmapur Division

Memo No.4618 (F) dt.03.07.2023

Copy along with its enclosure forwarded to the All Forest Range Officers, Brahmapur Forest Division for information and necessary action. They are instructed to display the Tender Notice on their respective Range Office Notice Board.

Encl: As above.

Divisional Forest Officer
Brahmapur Division

2. Abridged Version for Publication in Newspaper



**OFFICE OF THE DIVISIONAL FOREST OFFICER, BRAHMAPUR DIVISION
AT-COURTPETA, BRAHMAPUR-760004**

Phone/Fax- 0680-2281354, Mob- +91 7653908594, E. Mail dfo.berhampur@odisha.gov.in

**Re-Tender Inviting Notice for fixation of Rate contract for Supply of Various
Type of materials to Brahmapur Forest Division on Annual Rate Contract
Basis**

**Ref: Re-Tender Call Notice No.157 /1F-(ACCOUNTS)-51/23,
Dated, Brahmapur the 3rd th July, 2023**

Divisional Forest Officer, Brahmapur Division invites bids from the Manufacturers/Suppliers for fixation of Rate Contract for various type of materials to Brahmapur Forest Division on Annual Rate Contract Basis related to supply of clothes, equipment, computer and electronics, stationary, construction materials Planting Materials, Vermicompost, Insecticide and Fertilizers etc. under CAMPA and other Schemes.

1	Tender Publishing Date	04.07.2023, 10:00 AM
2	Bid Document Download Start Date	04.07.2023, 10:00 AM
3	Bid Submission Start Date	04.07.2023, 10:00 AM
4	Last date for Bid Clarification	15.07.2023, 05:00 PM
5	Bid Submission End Date	18.07.2023, 05:00 PM
6	Bid Opening Date	19.07.2023, 11:00 AM

For more information visit www.odishaforest.in / <https://ganjam.nic.in>

3. Bid Submission:

Bids shall be submitted offline only at O/o the Divisional Forest Office, Brahmapur Division, At/Po Courtpetta, Brahmapur Dist:- Ganjam, PIN- 760004.

Tenderer/ Contractor are advised to follow the instruction "Instructions to Bidder for offline Bid Submission.

4. Such tender paper as downloaded shall be accompanied with all required documents, GSTIN No. & GST clearance certificate, manufacturing/dealer license and it must be submitted/ put into the tender box kept in the office of the undersigned latest by 05.00 PM on 18.07.2023.

5. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.

Submission of Tender

6. The tender shall be submitted offline in Tender Box in Two parts, viz., technical bid and financial bid in one sealed cover mentioning name, address of the bidder and items name for which biddings are made.

7. A non-refundable demand draft of **Rs. 1000/- (Rupees One Thousand)** Only as Tender Document Cost in the form of demand draft issued in favour of DFO Brahmapur Division payable at Brahmapur of a Nationalized Bank, must be enclosed along with the Technical Bid documents.

8. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents.

9. The officers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

10. Divisional Forest Officer, Brahmapur Division reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the tender documents, without assigning any reason, whatsoever.

TECHNICAL BID

11. The following signed and scanned copies of documents are to be furnished by the bidder along with Technical Bid as per the tender document:

- i) Registration certificate as per existing norms (indicating the legal status—company/partnership firm/proprietorship concern, etc.);
- ii) GST and PAN Card Registration Certificates;
- iii) Income Tax Returns filed for the last three consecutive financial years. (2020-21, 2021-22 & 2022-23);
- iv) Proof of experience of supplying the quoted items to the Departments/Ministries of the Government of India / PSUs/ Autonomous Bodies (copies of two Purchase Orders issued during each of the last three years to be attached);
- v) Audited Profit & Loss Account Statements for the last three financial years; (2020-21, 2021-22 & 2022-23)
- vi) Besides above, following are also required:
 - (a) Price Bid Undertaking as per Annexure-IV,
 - (b) Tender Acceptance letter as per Annexure-V,
 - (c) Declaration regarding blacklisting or otherwise as per Annexure-VI, and
 - (d) Letter of Authorization for attending the Bid Opening as per Annexure-VII.
 - (e) Technical Data Sheet as mentioned Annexure-II

FINANCIAL BID

Schedule of rate / price bid is enclosed.

Divisional Forest Officer,
Brahmapur Division.

INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i) 'The Purchaser' means the Divisional Forest Officer Brahmapur Division.
- (ii) 'The Bidder' means the individual or firm who participates in this tender and submits bid.
- (iii) 'The supplier' means the individual or firm supplying the goods under the contract.
- (iv) 'The contract price' means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligation.

2. Bid Document

- (i) Instructions to the bidder
- (ii) Terms and conditions of the tender
- (iii) Technical Bid Format
- (iv) Financial/Price bid Format (Price Schedule)

2.1 The bidder(s) is/are expected to examine all instructions, terms and conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

3. Minimum Eligibility Criteria:-

Bidders should:-

- (i) be an Indian company/firm engaged in supplying the quoted items in Odisha and having its office in Odisha.
- (ii) have minimum three years of experience of supplying the quoted items to the Departments/Ministries of the Government of Odisha/PSUs/Autonomous.
- (iii) Have not been blacklisted by the Deptts. /Ministries of the Govt. of Odisha/PSUs/Autonomous Bodies. (Declaration has to be submitted in the prescribed format- (Annexure-VI)

The Financial/Price Bids for the bidder whose Technical Bids found

complete and conform to the eligibility criteria, shall be opened.

4. Documents/Certificates

The bidders are required to submit the following documents along with Technical Bid (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration certificate as per existing norms (indicating the legal status—company/partnership firm/proprietorship concern, etc.);
- (b) Copy of GST Registration Certificates;
- (c) Copy of PAN Card;
- (d) Copies of Income Tax Returns filed for last three financial years;
- (e) Besides above, following are also required:
 - (a) Price Bid Undertaking as per Annexure-IV,
 - (b) Tender Acceptance letter as per Annexure-V,
 - (c) Declaration regarding blacklisting or otherwise as per Annexure-VI, and
 - (d) Letter of Authorization for attending the Bid Opening as per Annexure-VII.

5. Clarification on Bid document

In case the prospective bidders need any clarification regarding any terms and conditions of the tender, he/she/they may seek clarification only through the email on or before the time indicated in the Critical Date Sheet.

6. Amendment of Bid document

6.1 At any time prior to 'Bid Submission Start Date' indicated in Critical Date Sheet, the purchaser may for any reason whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bid documents by amendment. The amendment will be uploaded from www.odishaforest.in / <https://ganjam.nic.in> for the benefit of all the prospective bidders.

6.2 In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the Director, General Procurement Branch may at his discretion, extend the deadline for the submission of bids.

7. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification. For this purpose, financial bids quoted not in the multiple of 50 paise will be treated as frivolous and will be rejected.

8. Non transferability

This tender is non transferable.

9. Documents comprising the bid

- 9.1 The Bid should consist of all the documents/certificates as mentioned in Clause 4 of Instructions to the Bidders, price bids, etc., required.
- 9.2 The bids shall comprise of (i) technical bid and (ii) the financial bid:

N.B.: All the documents Submitted must be legible and clearly signed, otherwise the bid is likely to be rejected.

10. Bid Prices

- 10.1 The rates should be quoted in Indian Rupees only in words as well as figures. GST as applicable should be quoted separately. **If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.**
- 10.2 Only one price should be quoted for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.
- 10.3 Rates/prices should be valid for one year from the date of signing of the agreement. Rates/Prices shall remain fixed during the entire period of contract, i.e., one year. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid with an adjustable price quotation will be treated as non responsive and will be rejected.
- 10.4 Prices should be quoted FoD basis (Free delivery) only.

11. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for opening the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

12. Signing of the bids

The bidder has to authenticate with his clear signature and upload the required bid owning responsibility for their correctness/authenticating documents one by one as indicated in the tender document. The required documents for the tender should be properly paged and indexed and the requisite information should be highlighted also.

13. Deadline for submission of bids

- 13.1 Bids must be Submitted in the office of the Divisional Forest Officer, Brahmapur Division on or before the prescribed date and time mentioned in the Critical Date Sheet of NOTICE INVITING TENDER (NIT).

13.2 Divisional Forest Officer, Brahmapur may, at his discretion, extend the deadline for bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

13.3 The responsibility for submission the bids in time would rest with the bidder.

14. Bid Opening

14.1 On the date and time indicated in the 'Critical Date Sheet' of Notice Inviting Tender (NIT) bids will be opened at Divisional Forest Officer, Brahmapur Forest Division in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. The representatives are required to bring photo identity card issued by the firm / employer and also a copy of the authorization as given in the 'Annexure-VII'

14.2 Bids shall be numbered serially by competent authority. The bidder's names, documents submitted/ not submitted and such other details as the competent authority, at its discretion may consider appropriate shall be announced at the bid opening.

15. Clarification of Bids

15.1 To assist in the examination, evaluation and comparison of tenders, the Purchaser may ask the bidders individually for clarification of their tenders.

15.2 The request for clarification and their response shall be through email only but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Purchaser during the evaluation of the tenders.

15.3 The bidder shall promptly provide all necessary information and documents to be submitted to the Purchaser during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings, etc., having a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to be rejected summarily.

16. Technical evaluation

16.1 The Purchaser shall carry out the evaluation solely based on the uploaded certificates/documents in the e-procurement system.

16.2 The competent authority or a committee constituted by him shall examine/ evaluate the technical bids to determine whether they (i) fulfil the eligibility

criteria, (iii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.

16.3 Prior to financial evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

16.4 A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

17. Financial evaluation and comparison of substantially technically responsive bids

17.1 The Purchaser shall carry out the evaluation solely based on the uploaded schedule of rates (price bids) in the e-procurement system.

17.2 The financial bids of technically qualified bidders only will be recommended for opening and consideration by the Competent Committee/Purchase Committee/Authority.

17.2.1 The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; (iv) the bids are generally in order, etc.

17.2.2 The purchaser shall shortlist those who are eligible and submitted substantially technical responsive bids for opening of financial bid. The names of the successful bidders will be displayed on the Notice Board of the DFO, Brahmapur. Such successful bidders may like to attend the financial bid opening. The date, time and venue of the financial bid opening will be intimated to the successful bidders. The financial bids of unsuccessful bidders would not be opened.

17.3 A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

18. Contacting the Purchasers

18.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.

18.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

19. Award of Contract Award Criteria

The contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

20. Right to accept/reject any or all Bids

The Purchaser reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

21. Signing of Agreement

Upon the receipt of the notification of award by the successful bidder, bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Document and submit the same to the Divisional Forest Officer, Brahmapur within a week of the date of receipt of notification of award. The Divisional Forest Officer, Brahmapur shall return the draft duly approved within ten days from the receipt of the draft and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within two weeks from the receipt of the approved draft.

TERMS & CONDITIONS

1. Application

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods

2. Standards

2.1 The goods supplied under this contract shall conform to the standards prescribed specifications mentioned there against the goods in the financial bid.

2.2 The bidder should furnish the full specification of the goods offered in the tender. No change shall be permitted after opening of bids.

3. Liquidated damages

If the supplier fails to deliver the items or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof. In case no supply is made even after expiry of 30 days from the date of issue of order of supply, the amount of security deposit shall be forfeited and the contract shall stand terminated. However, if the purchaser is satisfied that the delay in supply was caused by the circumstances beyond the contract of the supplier, they may grant him in writing extension of time which will not exceed 30 days which shall not be extended again.

4. Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchase as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

5. Termination for Default

5.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part, if

- (a) the supplier fails to deliver any or all the goods/items within the time period (s) specified in the Purchase Orders, or any extension thereof granted by the purchaser;
- (b) the supplier fails to perform any other obligation(s) under the Contract; and
- (c) the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- (d) Supply of defective goods not conforming to samples, poor quality, design, brand, etc.,

5.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated. The purchaser is free to procure the undelivered / delayed/defective supply from other source at the risk and cost of the supplier.

6. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

7. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

8. Mode of Payment

8.1 Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the LSS. Payment will be made direct to the supplier through A/c payee cheque/RTGS/NEFT (Electronic Mode) only.

8.2 No request for other mode of payment will be entertained. No advance payment will be made in any case.

9. Change in quantity

Quantity given in the price bid is approximate depending on the usage of the Purchaser/LSS. It may likely to vary depending upon the actual usage and the selected firms should be able to supply the quantity mentioned in the tender. LSS reserves the right to vary the quantity mentioned.

10. Agreement

The selected bidder should sign an agreement with the Divisional Forest Officer, Brahmapur as per the specimen (Annexure -IX)

11. Purchaser's Rights

11.1 The LSS reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

11.2 Provided that a bid is substantially responsive, the LSS reserves the right to seek necessary information or documentation from the bidder (s), within a reasonable period of time, to rectify non-material, non-conformity, or omission in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bids.

11.3 The LSS reserves the right to award the contract to more than one bidder.

11.4 If a firm after award of the contract violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/Performance security shall be forfeited.

12. Frequency of Purchase orders/ Delivery

12.1 Purchase Orders (POs) will be issued as and when demand arises. The delivery has to be effected within 10 working days. However, Divisional Forest Officer, Brahmapur reserve the right to get the supply immediately depending upon the urgent requirement especially during Parliament Session. The name and mobile number of the nodal person, who can be contacted at any time, even

beyond office hours and on holidays should be provided to this office. In case, the firm fails to supply the required quantity within stipulated period of time from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for blacklisting the firm may also be taken.

12.2 The Inspection Team of the Divisional Forest Office, Brahmapur Division shall inspect the items on receipt to examine whether the items supplied are in conformity with requirements/specifications in terms of make, model, quality, size, colour, shade, dimensions, etc. before issuance of the same to the officers/staff of the Purchaser. In case the inspection team rejects the consignment for not conforming to the required specifications the supplier has to replace the consignment ensuring conforming to the required specifications within the given time.

12.3 Any loss or damage to the purchaser due to delayed / defective /damaged / poor quality supply shall be recovered from the payable dues to the supplier including PSD.

13. Penalty for substandard / inferior quality

13.1 A penalty of 20% of P.O shall be imposed on the supplier for supplying items which are sub-standard (inferior quality)/ not as per approved sample, if any. Further the firm is liable for blacklisting.

13.2 If the selected bidder/firm does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser.

14. Validity of rates

Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered non-responsive.

15. Supply in original packing

Items shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, place and Price. The supply shall be completed as prescribed in Purchase Order.

16. Guarantee/Warrantee

16.1 Minimum Guarantee/Warrantee of the item should be at least one year from the date of delivery.

16.2 In the event of any manufacturing defects of item, the firm/bidder has to replace the same free of cost.

17. General/Others

17.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited.

17.2 The bidders will be bound by the details furnished by them to LSS, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

ANNEXURE-I

INSTRUCTIONS FOR OFFLINE BID SUBMISSION

The bidders are required to submit of their bids in Tender Box on the Divisional Forest Officer, Brahmapur Division. The instructions given below are meant to assist the bidders in registering on the Divisional Forest Officer, Brahmapur Division, prepare their bids in accordance with the requirements and submitting their bids offline on the Divisional Forest Officer, Brahmapur Division.

More information useful for submitting Divisional Forest Officer, Brahmapur Division.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable in the tender document.
- 4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc., the bidders should follow this time during bid submission.
- 5) The tender documents become readable only after the tender opening by the authorized bid openers.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender vide Telephone No. 7653908594.

ANNEXURE-II

TECHNICAL BIDS

INFORMATION AND DOCUMENTS TO BE SUBMITTED

- 1 Name of the Tenderer Firm /Agency / Company :
- 2 Address of the Tenderer Firm/ Agency/ Company:
.....
.....
- 3 Contact details of the Tendering Firm/Agency:
 - (a) Tel. No. with STD (O).....
(Fax).....(R).....
 - (b) Mobile No.....(c) E.Mail.....
 - (d) Website.....
- 4 Name of Proprietor/Partners/Directors of the firm/agency:
- 5 Bidder's bank Details:-
 - (i) Name of Account Holder:
.....
 - (ii) Complete A/c No.
(Current/Saving).....
..
 - (iii) Name of Bank
.....
 - (iv) Name of Branch with complete Address
 - (v) IFS Code of Branch
.....
 - (vi) 9 Digit MICR Code of Branch
.....
(Attach one copy of cancelled cheque leaf after cutting the cheque number).

6. Registration and incorporation particulars of firm:
(Pl. attach copies of the relevant documents/certificates)
7. GST registration details
(Pl. attach copy of the relevant document/certificate)
8. Permanent Income Tax Number (PAN)/Income Tax Circle/TIN
.....
(Pl. attach certified copies of last three years Income Tax Returns)
9. Copies of Income Tax Returns filed for last three financial year -----
.....
10. Annual turnover for the last three financial years
.....
(Audited balance sheets and Profit & Loss A/c Statement should be attached)
11. Authorization from manufacturer against this Tender valid throughout the contract period, in case the firm is not a manufacturer of the item.....
12. Copies of two PO's issued by Deptts./Ministries of Govt of India/PSUs /Autonomous Bodies of Govt. of India during the last three years.....
13. Price Bid Undertaking (Annexure – IV)
.....
14. Tender Acceptance Letter (Annexure-V)
.....
15. Declaration regarding blacklisting or otherwise by the Govt. departments (as per (Annexure-VI)
.....
16. Any other information:
.....

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated..... Name & Address of Firm.....

Authorised Signature & Seal of the Firm

ANNEXURE-III
PRICE BIDS (SCHEDULE OF RATES)

The below mentioned Financial Proposal/Commercial bid format of various types of materials is provided as along with this tender document. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with Divisional Forest Officer, Brahmapur Division.

SL No.	Description of Items	Specification/ Brand	Tentative Quantity	Unit	Unit Rate without any levies	% of GST	GST amount in Rs.	Total Amount in Rs. (9 = 6+8)
1	2	3	4	5	6	7	8	9
1	Boots	Liberty Warrior 88-46HSTG Jungle Boot for Men, Olive Green Men Canvas Boot	Unit Quantity	Nos.				
2	Clothes	camouflage print cotton clothes for men doberman	Unit Quantity	Meter				
3	Lathis	Polycarbonate lathis	Unit Quantity	Nos.				
4	Caps	with Logo of Brahmapur Forest Division	Unit Quantity	Nos.				
5	Belt	Nylon Broad Bet	Unit Quantity	Nos.				

6	Mega Phone	X Portable PA Megaphone - Foldable 30 watts Handheld Megaphone Announcement with Recorder, USB and Memory Card Input. Talk Record Play Siren Music (AM 30 HD USB)	Unit Quantity	Nos.					
7	Fire Jackets	With Logo of Brahmapur Forest Division, Reflective safety Jacket	Unit Quantity	Nos.					
8	Hand Gloves	Fire protective gloves	Unit Quantity	Nos.					
9	First Aid Kits	BLINE Portable Double Layers Plastic Rectangular Medicine Cabinet Household First Aid Kit Medical Box (Red White) or similar product	Unit Quantity	Nos.					
10	Power chain Saw	iBELL 2058CS, 18" 58CC Powerful 2 Stroke Handed Petrol Chain Saw, Woodcutting Saw for Farm, Garden and Ranch with Tool Kit - 6 Months Warranty	Unit Quantity	Nos.					
11	Brushwood cutter	TOOLS DEN TD-BC-FD30 Heavy Duty Petrol Brush Cutter, Grass Cutter with 52Cc Displacement	Unit Quantity	Nos.					
12	Mobile Phones	6GB Ram, 256 GB	Unit Quantity	Nos.					
13	Walkie Talkie	Motorola, XiR P3688	Unit Quantity	Nos.					

14	Walkie Talkie	Motorola, GP 328	Unit Quantity	Nos.					
15	Water Bottles	Milton / Tupperware 1L, 500 ml (to be quoted separately)	Unit Quantity	Nos.					
16	Track Suits	with Logo of Brahmapur Forest Division, Fabric - 80% cotton	Unit Quantity	Nos.					
17	Rain Coat	First Grade Nylon with full sleeps and packing pouch	Unit Quantity	Nos.					
18	Mosquito Net	DIVA N DIYA Mosquito Net Double Bed Nets for King Size Foldable Mosquitoes Net with Adults Child Maskito	Unit Quantity	Nos.					
19	Dry Sack / water proof bag	Wildcart / Epson Waterproof PVC Dry Bag Sack, 20 L	Unit Quantity	Nos.					
20	Fire Blowers	Stihl Blower BR 600, BR 800 (to be quoted separately)	Unit Quantity	Nos.					
21	Videography or video editing service	High definition standard quality	Unit Quantity	5 to 6 minutes					
22	Bicycles	Hurcules 24-inch frame hight	Unit Quantity	Nos.					
23	Almirah	Godrej - 6.8 feet height official Almirah gauge 20 mm	Unit Quantity	Nos.					
24	Desktop	Dell Inspiron 24 5400 All in One Desktop 11th Generation Intel Core i5-1135G7 8GB	Unit Quantity	Nos.					

		RAM, 1TB HDD+256GB SSD, 2GB Graphics Windows 10 + MS Office 23.8 inches FHD All in One Desktop (Silver)							
25	Printer Epson A4 printing	Epson L5290 Wi-Fi All-in-One Print, Scan, Copy, Fax with ADF Ink Tank Printer	Unit Quantity	Nos.					
26	A4 size paper	JK Copier Paper - A4, 75 GSM, 1 Ream, 500 Sheets	Unit Quantity	Pkt.					
27	Drones	DJI mavis 3 thermal 3t or higher specification	Unit Quantity	Nos.					
28	File and Folders	Leather Multipurpose 24 File Sleeve A4 Professional Files and Folders to Store Certificate, Legal Size Documents for Home, Office, School (Grey) with DFO , Brahmapur Division logo & name	Unit Quantity	Nos.					
29	Pen Drives	HP 128 GB, 64 GB, 32 GB	Unit Quantity	Nos.					
30	Shredder	8-Sheet Strip Cut Paper With CD and Credit Card Shredder With 12 Liter Waste Basket Capacity	Unit Quantity	Nos.					

31	Portable LED Projectors	Samsung The Freestyle 100" Smart and Compact Portable LED Projector with in-Built OTT Apps (SP-LSP3BLAXXL, HDR10, Wi-Fi, 360 Sound, 180 Degree Projection Angle, Auto Focus & Auto Key Stone, White)	Unit Quantity	Nos.					
32	Antivirus software	Quick Heal Total Security - 10 User for 1 year & 3 year separately	Unit Quantity	Nos.					
33	Camera Bag	DIGITEK® (DCB 001) Waterproof Camera Bag, Lightweight DSLR Backpack, Lens Accessories Carry Case for All DSLR Cameras-Made in India	Unit Quantity	Nos.					
34	Official Chair	Leather chair Godrej without wheel	Unit Quantity	Nos.					
35	Computer Chair	SIHOO® M76 Home & Office Medium Back Office Chair, Breathable Mesh Ergonomic Chair, Study Chair with Comfortable Lumbar Support, Adjustable Flip-up Armrest for Work from Home(Black)	Unit Quantity	Nos.					
36	Table	Godrej Interior size 5' X 3'	Unit Quantity	Nos.					

37	Camera Trap	Cuddeback x change/C1 Black flash with camera case, SD card upto 32 GB, 8 AA rechargeable batteries as complete functional units	Unit Quantity	Nos.					
38	Camera Trap Batteries	AA, to be used in the Camera Trap, Rechargeable	Unit Quantity	Nos.					
39	Cement	Ultratech/ACC/Konark	as per demand	MT					
40	Iron Road	HYSD size of different thickness (rate to be mentioned against size and brand)	as per demand	MT					
41	Solar Light	Solar Panel 75 W (high efficiency multi crystalline silicone, Life – 25 years, MSME approved), In built Li PO4 battery – 14.8 V, 14 AH (345 VAH) Life 5 years, 15 W LED Lamp, 2 in 1 with inbuilt battery, make – syska/Osram/Phillips, IP 65 Protection Type, GI Pole 76 mm dia, 6 m mounting height with 1 m light arm structure, & 1 pc panel mounting structure, green/silver painted with all installation and on-site repair for 5 years	as per demand	Nos.					
42	Rack (Official)	GI Specification 6'X 3' 18 gauze	Unit Quantity	Nos.					

43	High Power Search Light	LED, minimum 1000-meter range, Lithium Battery, min 15 W, min 8 Hour operating time, 220 V, 50 Hz, rechargeable	Unit Quantity	Nos.				
44	DSLR	Nikon Coolpix P1000 20.8 MP DSLR	Unit Quantity	Nos				
45	Fibre Net Tree Guard	Size 6' X 4' of 400 GSM (Superior Quality)	As per demand	Nos				
46	Vermicompost		As per demand	KG				
47	Chemical Fertilizer	NPK 10.26.26 / NPK 19.19.19	As per demand	KG				
48	Insecticide	Granulra / Chlropyriphorus	As per demand	KG				
49	Bio fertilizer	NPK Based/ NPK Liquid	As per demand	KG/ Litre				
50	Bio fertilizer Herbal Product	Margozyme / Plano boost/ Grow boost (HNF) Watopack / Neem guard	As per demand	KG/ Litre				
51	Chemical fertilizer	Urea	As per demand	KG				

Quotation is only indicative figure and will be procured as per actual consumption and requirement. Items with similar or more than above specification can be compared for the technical qualification, provided other conditions of the tender notice are met.

NB: - Item wise sample to be provided at the time of Tender Opening, wherever required.

Items to be delivered at Range Office Headquarters without any additional charges.

Only manufacturers/suppliers who can ensure maintenance/replacement of the parts of the items supplied should bid in the document.

ANNEXURE -IV

PRICE BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

.....
.....

To,

Divisional Forest Officer
Brahmapur Division.

Dear Sir/Madam,

I/We submit the Price Bid for Various Types of Materials, 2023-24 and related activities as envisaged in the Bid document.

I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agreed to abide by them.

I/We offer to work at the rates and applicable taxes as indicated in the financial bid, Annexure-III.

Yours faithfully,

Signature of authorized Representative with date

ANNEXURE -V

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date

:.....

To,

The Divisional Forest Officer,
Brahmapur Forest Division.

Dear Sir,

2 I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the web site(s), namely, <https://www.angul.nic.in> / <https://www.odishaforest.in>

3 I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.to (Including all documents like annexure (s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms and conditions/clauses contained therein.

4. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

5. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in totality/entirely.

6. I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-VI

DECLARATION

(To be given on Company Letter Head)

To

The Divisional Forest Officer,
Brahmapur Forest Division.

Dear Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by all the terms and conditions of this Tender.
2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office as per-condition for obtaining the Supply / Purchase Orders.
3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/ banned / suspended business dealing. I/We further undertake to report to the Divisional Forest Officer, Brahmapur immediately after we are informed but, in any case, not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Date:

Designation with Seal of the Firm

ANNEXURE -VII

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

(To be given on Company Letter Head)

Subject: Authorization for attending the tender opening on
..... of the tender for supply of
.....

Following person is hereby authorized to attend the bid opening
for the tender mentioned above on behalf of M/s..... (name of
the bidder)

Name

Specimen signature

Alternate representative

Name

Specimen signature

Signature of the bidder Or

Officer authorized to sign the bid documents
on behalf of the bidder

ANNEXURE-VIII
PERFORMANCE SECURITY BOND FORM

In consideration of the Divisional Forest Officer Brahmapur Division (hereinafter called 'the Secretariat') having agreed to exempt ----- (Hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement No. ----- Dated ----- made between ----- and ----- for the supply of ----- (Hereinafter called 'the said Agreement'), of performance security for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the Bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- contractor (s) do hereby undertake to pay to the Secretariat an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Secretariat by reason of any breach by the said Contractor(S) of any the terms or conditions contained in the said Agreement.

2 We (Name the Bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Secretariat stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Secretariat by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Secretariat in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding-----

3 We undertake to pay to the Secretariat any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond shall be valid discharge of our

liability for payment there under and the contractor (s)/ supplier (s) shall have not claim against use for making such payment.

4. We (name of the Bank) ----- further agree that the guarantee herein contained shall remain in full force and affect during for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation. And that it shall continue to be enforceable till all the dues of the secretariat under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till ----- (Secretariat) certifies that the terms and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

5. We (Name of the Bank) ----- further agree with the Secretariat that the secretariat shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretariat Against and said Contract (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract (s) or for any forbearance, act or omission on the part of the Secretariat or any indulgence by Secretariat to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitutions to the Bank or the contractor (s)/ supplier (s).

7. We (name of the Bank) ----- lastly undertake not to revoke this guarantee during its currency except with the pervious consent of the Lok Sabha Secretariat in writing.

Dated the ----- day of -----, Two thousand seventeen only.

For -----

--

(Indicate the name of the Bank)

Witnesses:

- 1.

Telephone No. (s);- -----

STD Code- -----

FAX No. -----

E-Mail Address:- -----

ANNEXURE-IX

SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order.

The agreement is made on this.....day of2023 between M/s..... herein referred to as the contractor carrying on business under the name and style of M/s.....of the one part and The Divisional Forest Officer, Brahmapur Forest Division. , acting through the Divisional Forest Officer, Brahmapur Forest Division, herein after referred to as the other part whereas the said contractor has agreed with The Divisional Forest Officer, Brahmapur Forest Division, for supply of required items in conformity with the requirements & specifications.

Now this indenture witness that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:-

1. The contractor agrees to undertake to supply as per the requirement as agreed to in their bid on the rates quoted by him/them. The rates are inclusive of Goods & Services Tax.
2. The supply of..... which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from.....to The Tender is valid for a period of one year from the date of signing of the agreement. The contract may be extended with the same terms & conditions and rates for three more months with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the Secretariat. If the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery with specification etc. mentioned in the Purchase Order (PO), the purchaser shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof.
4. The Performance Security Deposit (PSD) shall be released after two months after successful completion of the work at the end of the contract period including the warranty or extended period, if any.
5. That all disputes, differences and questions arising out of or in any

way touching or concerning this agreement or subject matter thereof or the representative rights , duties or liability of the parties shall be referred to the sole arbitration of the Divisional Forest Officer, Brahmapur or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

6. The Performance Security Deposit (PSD) is liable to be forfeited by the Divisional Forest Officer without any prejudice to any other rights and remedies of Divisional Forest Officer in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.
7. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.

That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and the Divisional Forest Officer has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the
of Company/Firm

Signature of the authorized official
Divisional Forest Officer,
Brahmapur Forest Division.

Signature:
Name :
Address :

Signature:
Name :
Address :

WITNESSES