



**OFFICE OF THE DIVISIONAL FOREST OFFICER,
KUCHINDA (K.L.) DIVISION,
KUCHINDA**

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**TERMS AND CONDITIONS OF TENDER FOR CONSTRUCTION FOREST QUARTER AT
GODRAPADA K.L SECTION UNDER BHOJPUR K.L RANGE, KUCHINDA K.L DIVISION.**

1. The Divisional Forest Officer, Kuchinda (K.L.) Division, Kuchinda on behalf of Governor of Odisha invites Sealed Percentage rate bids as detailed in table below, from eligible contractors registered with the state government & contractors of equivalent Grade/ class registered with Central Government /MES/Railway or other licensing authority for execution of civil work on production of definite proof from the appropriate authority.

2. The bidders may submit bids for the following work.

Sl. No	Name of the work	Area of the work	Concerned T.I.A	Approx value of work (in Rs.)	Cost of Bid papers (in Rs.)	Cost of bid document (In Rs.)	Class of Contractor	Period of Completion
1	2	3	4	5	6	7	8	9
1	Construction of new Forester Quarter at Godrapada K.L Section under Bhojpur K.L Range, Kuchinda (K.L.) Division	Plinth area-839 sft.	Kuchinda (K.L.) Division	15,00,000	6000	0	C & D	90 days

3. Bid documents consisting of specifications the schedule of quantities and the set of terms & Conditions of contract and other necessary Documents can be downloaded from the website: www.sambalpur.nic.in & www.odishaforest.in and can be obtained on 10.00 A.M. of 05.01.2023 during the office hours and will be closed on 16.01.2023 except Sunday and public holiday.

4. As per the Works Department Memorandum No 8943 dt. 18.03.2021 the bidder must submit "Bid Security Declaration" in lieu of furnishing EMD at the time of Bid as per format enclosed in Detailed Tender Call Notice.

5. Bid documents along with annexure-I to VII must be delivered through Regd. Post/ Speed Post or in person in the tender box to be maintained in the office of the undersigned. The bids must be kept in sealed envelope containing the name of the work for which the tender is submitted.

6. Bid documents may be obtained from the office of the undersigned against anon-refundable cost of the documents as indicated columns-6 which will be deposited in shape of Demand Draft (DD) drawn in any nationalize bank in favour of Divisional Forest Officer, Kuchinda (K.L.) Division, Kuchinda payable at Kuchinda.

7. Engineering contractor desirous of availing E.M.D. exemption shall submit an affidavit to the effect he/she has not availed these facilities for more than two works during the current financial year. The name of the work and authority to whom he has submitted the tender shall be specified in the affidavit. If the same is not enclosed with the tender it shall be treated as normal and no claim for E.M.D. exemption shall be entertained.

8. The bid will be opened on 24.01.2023 at 10.00 A.M. in the office of the undersigned in the presence of the bidders or their authorized representative who wish to attend. If the rate quoted by the bidder is less than 15% of the tender amount, than such a bid shall be rejected & tender shall be finalized basing on merits of rest bid.

But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimate cost then transparence lottery will be held at 1.00 P.M. on the same date where all bidders or their authorized representative, the concerned procurement committee will remain present. If the office happens to be closed on the last date of receipt or opening of the bid as specified, then the bid will be received and open on the next working day at the same time and venue unless otherwise notified.

9. Additional Performance Security (APS) shall be obtained from the bidder as per works Department Memorandum No.4559 dt.05.042021 in shape of TDR, POTD, POSB, NSC & KVP and EMD & ISD pledged in favour of the Divisional Forest Officer, Kuchinda (K.L.) Division, Kuchinda within seven days of issue to Letter of Acceptance (LoA) otherwise the bid shall be cancelled and the EMD shall be forfeited.

Further proceeding for blacklisting shall be initiated against the bidder.

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

10. In case of relaxation claiming under SC/ST contractors, the necessary supporting document shall be enclosed in the document submitted for claiming the benefit. In case no documents enclosed, the relaxation will not be applicable. Such case will be created as General category only.
11. The rates quoted by the Contractors shall be excluding GST as applicable for the work contract shall be payable to Contractor on each bill amount.
12. Prevailing rate of GST/TDS and labourcess will be deducted from the gross amount of this bill from the contractors bill as per rules.
13. The tender should be mandatorily accompanied with the Xerox Copies of the valid registration Certificate. Bid Security Declaration. Valid GST Registration, PAN Card and other requisite documents specified in eligibility criteria and as per the DTCN, otherwise bid shall be created as non responsive.
14. The other details can be seen from the bidding documents, which will be available in the website **www.sambalpur.nic.in** and **www.odishaforest.in**.
15. The successful tenderer should produce all the original documents within 5 days of receipt of intimation for verification.
16. Any addendum / corrigendum/ cancellation of tender can also be seen in the website **www.sambalpur.nic.in** and **www.odishaforest.in**.
17. The Divisional Forest Office. Kuchinda (K.L.) Division, Kuchinda reserves the right to increase / reduce the scope of work and cancel the tender without assigning any reason thereof.
18. All disputes or difference whatsoever arising between the parties out of or relating to meaning and operation or effect of the work order or the breach the same shall be tried in Civil Court, Sambalpur.

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

1. Details of document to be furnished
 - a. Bid Cost is to be furnished.
 - b. Copy of GSTN clearance Certificate
 - c. Copy of PAN Card.
 - d. Copy of Registration Certificate.
 - e. Affidavit regarding correctness of information/Certificate.
 - f. Affidavit regarding no relation certificate in prescribed format.
 - g. Tenderer represented through power of Attorney holder should ensure that the power of Attorney is duly signed and identified through an affidavit from the Registering authority containing the photograph of both the license holder and the person to whom the power of Attorney is given failing which the tender will be considered for rejection.
2. The documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the original to the concerned Authority on receipt of such letter which will be sent through registered post.
3. The Engineering contractor should produce their original license for exemption of EMD before signing the agreement.
4. Bid document consisting of qualification information and eligibility criteria of bidders, plans, specification, drawing where necessary the schedule of quantities and abstract of estimate of the various classes of work is available on the website www.sambalpur.nic.in
5. The bid for the work shall remain valid for acceptance for a period of ninety days from the last date of receipt of bids. If any Bidder / Tenderer withdraw the bid/tender before the said period or make any modification in the terms and condition of the bid, the earnest money shall stand forfeited and blacklisting procedure will be initiated.
6. Other details can be seen in the bidding documents which is available in website www.sambalpur.nic.in
7. Authority reserves the right to reject any of all the tenders without assigning any reasons thereof.
8. (A) Tender may not, at the discretion of the competent authority, be considered, unless accompanied by attested copies of the PAN or GST Clearance Certificate and the original certificates are to be produced before the tender opening authority as and when required for verification.

(B) Bidders from outside from the state can participate in the tender without having GSTN clearance certificate subject to condition that they should submit undertakings in the form of an affidavit indicating their acceptance in that they are not registered under the GST Act as they have not started any business in the state and they have no liability under the Act. But before award of the final contract such bidders will have to produce the GSTN.
(C) Bidders registered under other state Governments/ MES /Railways/CPWD in equivalent rank may participate in the tender, but successful bidders has to register under the state PWD before sign the agreement.
9. All the rates and prices in the tender shall cover all tax viz . Central or states sales tax, octroi, any other local taxes, ferry, tollage charges, CESS and royalties and any other charges. The contractors shall produce necessary receipts in support to payment of royalty and taxes for the material supplied by them for the work failing which royalty, taxes as applicable will be deducted from their bills.
10. The work is to be completed in all respect with in the period mentioned in Annexure of NIT in Calendar months from the date of written order to commence the work.
11. After opening the tenders if a tenderer withdraws himself from the competition during the validity of tender, the EMD received along with the tender shall be forfeited & credited to the Govt. and procedure for Blacklisting of tenderer will be initiated accordingly.
12. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected & tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned procurement committee will remain present.

INSTRUCTIONS TOTENDERERS

2.1 Eligibility Criteria

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

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

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

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

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

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

2.6 If the tenderer has a relative employed as Asst. Secretary & above in the Forest Department, he shall inform the Procurement committee mentioning the exact details in a covering letter along with the tender failing which his tender will not be considered. Also if the fact or relationship subsequently comes to light, his contract will be rescinded. The Earnest Money & the total Security Deposit will be forfeited & he shall be liable to make good any loss or damage resulting from such cancellation. In case, the tenderer has no relationship with any of the Officers mentioned above he shall have to furnish with tender a certificate to this effect.

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

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

2.9 Details of drawing & specifications if any as are not supplied with the tender documents for the work

may be seen in the Office of the Divisional Forest Officer, Kuchinda (K.L.) Division, Kuchinda on working days during working hours.

2.10 If any other information regarding plan & specifications etc. are required before submission of the tender, the same can be obtained from the Divisional Forest Officer, Kuchinda (K.L.) Division, Kuchinda.

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

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

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

2.14 (a) The tenders will be considered to be valid for 90 days from the date of opening of the tenders,
(b) The period of validity of tender can also be extended if agreed by the tenderer & the Tender Issuing Authority.

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

GENERAL CONDITION OF CONTRACT

The contractor shall not sublet whole or part of the work without written consent of the concerned Divisional Forest Officer or its authorized subordinate or transfer be made by power authorizing others to receive payment on behalf of the contractor and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts of defaults and negligence of any sub-contractor employed by him as fully as if they are caused with the acts, defaults and negligence of the contractor, his agents, servants or workmen. Employing labourer directly on piece work basis shall not be deemed to be understood as subletting as explained above.

The contract comprises the construction, completion and maintenance of the work for a period of not less than Twenty Four months.

3.1 The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all part of the work and for the provision of all necessary instruments, appliances and labour in connection there with. If any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions or alignments of any part of the works the contractor on being required to do so by the concerned Divisional Forest Officer. The checking of any setting error to the satisfaction of concerned Divisional Forest Officer or his representative shall not in any way relieve the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, pegs and other things used in setting out of the works.

3.2 Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective from safety or any other grounds. The contractor has to carry out any such detailed instruction from the Divisional Forest Officer or his authorized sub-ordinates regarding such structures. All the centering and shuttering should be got approved by the Divisional Forest Officer before concreting is done.

3.3 The contractor shall in connection with works provide and maintain at his own cost all lights, security guards, fencing and watching as and where necessary or required by the concerned Divisional Forest Officer or his representative for the protection of the works or for the safety and convenience of the public or others.

3.4 The contractor shall indemnify the department against all losses and claims for injuries or damages to any person or property what-so-ever which may arise out of or in consequence of the construction and maintenance of the works and against all the claims, demands, proceedings, costs charges and expenses what so-ever in respect of or in relation thereto.

3.5 The contractor shall abide by the C.P.W.D. safety code introduced by the Government of India. Ministry Housing & Supply in standing orders No.-44-250 dated 25-11-57 which can be seen in the office of the Executive Engineer, on any working day during office hours.

3.6 The contractor shall abide by "Fair Wages" clause in accordance with the Government of Orissa, Works and Transport Department letter No. A - VIIIIR- 18/52/25 dated 26-02-55 and No. IIM – 56/51-28845 (A) dated 27-09- 61 and Workmen's Compensation Act. 1923 and other laws as may be introduced by the Government from time to time.

3.7 The contractor in accordance with the requirement of the Department afford all reasonable opportunities for carrying out their works to any other contractors employed by the Department and their workmen and to the workmen of the department and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the department may enter into in connection with or ancillary to the works.

3.8 The contractor shall at his own expenses provide and maintain all the constructional plant, temporary works, materials both for temporary and for the permanent works, labour transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.

3.9 On the completion of the work, all rubbish, debris, vats, tanks materials and temporary structures of any sort or kind used for the purpose of/or connected with its construction are to be removed by the contractor and all pits and excavations filled up at his own cost and his site handed over in a tidy and workmen like condition and the final payment in settlement of accounts for the said work shall be held to be due or shall not be made to the contractors till such site clearance shall have been effected by him and such clearance may be done by concerned authorised officer of Divisional Forest Officer at the expense of the contractor in the event of his failure to comply with provisions within 7 days after receiving notice in writing from the authorised officer to that effect if it becomes necessary for the Authorised Officer to have the site clearance done as indicated above at the expense of the contractor. The department shall under no circumstances be held liable for any losses or damages to such of the contractors property as may be on such site due to such removal there from, removal of which may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the Authorised Officer.

3.10 The contractor shall have to submit to the Authorised Officer fortnightly return of labour both skilled and unskilled as employed by him on the work in the proforma to be prescribed by the Divisional Forest Office.

3.11 The contractors are required to quote their rates for all the items noted in the schedule of quantities. The department reserves the right of deciding the type of the structure construction to be constructed and contractor shall abide the decision of Deptt. In case of alternative items or items occurring in the tender, Divisional Forest Officer or its Subordinate may order to execute any of such item or items at which direction and the contractor shall not have choice in his decision to his advantage.

3.12 The rates in the tender will be deemed to include cost of all materials including loading unloading, leads, lifts, taxes, royalties etc. and in other charges whether the materials are issued the Deptt. or arranged from any other sources by the contractor.

3.13 The contractor shall supply sample of all materials, free of cost before procurement for the work for testing and acceptance as may be required by the Divisional Forest Officer, Kuchinda (K.L.) Division, Kuchinda.

3.14 The contractor shall uncover any part or parts of the works or make opening in or through same as the Divisional Forest Officer, Kuchinda (K.L.) Division, Kuchinda or its authorised subordinate may from time to time direct for testing and shall reinstate and make good such part or parts to the satisfaction of the concerned.

3.15 The Divisional Forest Officer or its authorised subordinate during the progress of the works has power to order in written in the site order book, so maintained at the site of work by the contractor in the form prescribed in the Deptt. from time to time.

- a) The removal of any materials from the site within such time or times as may be specified, which in the opinion of the Authorised Officer are not in accordance with the specification.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution of any work in respect of materials workmanship which in the opinion of the Authorised Officer is not in the accordance with the specification.

3. 16 Either during the execution or after the completion of the work, contractor shall arrange in his own cost requisite equipments for testing the structures, if found necessary by the Authorised Officer and bear the entire cost of such tests conducted as per the direction of the Divisional Forest Officer, Kuchinda (K.L.) Division, Kuchinda.

3. 17 The contractor shall on the written order of the concerned Authorized Officer suspend the progress of the work or any part thereof for such time or times and in such manner as the Divisional Forest Officer or its authorised subordinate may consider necessary and shall during such suspension, properly protect and secure the work as far as is necessary in the opinion of the Divisional Forest Officer or its authorised subordinate. No claim in this regard will be entertained.

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

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

ORISSA PUBLIC WORKS DEPARTMENT

(Form F₂)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the guidance of contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of Divisional Forest Officer, Kuchinda (K.L.) Division and signed by the Divisional Forest Officer. This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deducted from bills. Copies of the specification, designs & drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Divisional Forest Officer shall also be open for inspection by the contractor at the office of the Divisional Forest Officer.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipt for payments made on account of work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts of the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Department and their issue rates shall be filled in and completed in the office of the Divisional Forest Officer/ Authorised Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be One percent of the tendered amount, whenever required.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake of the work. Incomplete tender and tenders which purpose any alternation in the work specified in the said form of invitation to tender or which contain any other conditions of any sort, or omit to note the time within which he work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for

earnest money hereinbefore mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.

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

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

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

10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Divisional Forest Officer. Government securities may be endorsed to the Divisional Forest Officer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be decided as per O.M. No 5992/W Dtd 27.04.2021 of works Department (3 percent of the estimated value of the work) and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money, shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

12. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Divisional Forest Officer or its authorised subordinate shall scrutinize all pages of the

form of item, rate, tender and contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.

13. The rates quoted by the Contractor shall be excluding GST. The GST as applicable for the work contract shall be payable to Contractor on each bill amount.

14. Prevailing rate of GST on the gross amount of the bill will be deducted from the Contractors bill as tax deduction at source (TDS) as per rules.

15. The period of the work should be kept within four months. There should be a special provision in the contract, that in no case additional time period will be allowed beyond two months and the contract will be closed as such beyond the completion.

ANNEXURE-I

APPLICATION- TECHNICAL BID

1. Name of Tendering Civil Work Address Address (Block Letter) :-
2. Name of the Proprietor/Partner/Director :-
3. Full address of Registered Office, Proof of to be furnished :-
4. Address for correspondence (if other then two) :-
5. Contact No. & e-mail ID of the Authorized :-
6. Banker of the Civil work (Copy of the last three years transaction) :-
7. PAN No.(Please furnish document) :-
8. GST details (Please furnish document) :-
9. Works Department License :-
10. Labour Department License :-
11. Contractor Registration No. (Please furnished document) :-
12. Experience as a Contractor (Proof of experience to be enclosed) :-
13. Company Profile :-
14. Income Tax return of the Company/Farms (Copy of the last three years) :-
15. Balance sheet last three years(Copies) :-
16. Experience as Civil Contractor in Sambalpur (Proof of experience to be enclosed) :-
17. Aadhar Card No.(Xerox copy) :-

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

Dated:-
Place:-

Full name of Applicant/ Authorized Person

Full name of Applicant/ Authorized Person

Form of Bid Security Declaration

Bid No.
To,

Divisional Forest Officer
Kuchinda (K.L.) Division,
Kuchinda

We the undersigned declare that:-

1. We understand that, according to your condition, bids must be supported by a Bid Security declaration.
2. We accept that the Authority/Employer/ Tender inviting Authority shall cancel our empanelment and /or suspend/prohibit/debar/black list from participating in bidding in any contract of the state for a minimum period of 180 days, if we are in breach of our obligation under the bid condition because :-
 - a. Have withdrawn our bid prior to the expiry date of the bid validity specified in the letter of bid or extended date if provided by us: or
 - b. Having been notified of the acceptance of our bid by the employer prior to the expiry date of bid validity in the letter of bid or any extended date provided by us.
 - i. Fail of refuse to furnish the performance Security and Additional Performance Security, if required in accordance with the ITB/Terms of the Bid Document/RFP. or
 - ii. Fail to agree to the decisions of the contract negotiation meeting or
 - iii. Fail or refuse to execute the contract.
3. We understand this Bid Security Declaration shall expire, if we are not successful bidder. Upon the earlier of your notification of the name of the successful bidder through award of contract; or (ii) after the expire date of bid validity.

Name of the Bidder.....

Name of the Person duly authorized to sign the Bid on behalf of the Bidder.....

Title of the person signing the Bid.....

Signature of the person named above.....

Date signed on.....day of.....

*In the case of the Bid submitted joint venture specifies the name of the joint venture as Bidder.
 * Person signing the Bid shall have the power of attorney given by the Bidder attached to the bid

Declaration by the Tenderer

1. I have submitted this financial bid against notification No.....dated and tender terms and conditions.

2. The information furnished in the Technical bid and financial bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.

3. I would abide by the terms and conditions governing this tender. In case if I fail to supply as per the department requirement. I would be fully responsible for all the consequences that may arise. The department can exercise appropriate action in addition to forfeiting of EMD. I shall pay the difference of higher cost involved and other related expenses paid if any for the execution of the contract.

4. The financial bid is separately submitted against this tender.

Place:

Date:

Seal & Signature of the tenderer

TENDER FOR WORKS-Financial Bid

I/ We hereby tender for the Governor of Odisha of the work specified in the underwritten at the rate specified therein within a period of..... months from the date of written order to commence and in accordance in all respects with the specification, designs, drawing and other documents referred to in rule. I hereof and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects accordance with such conditions so far as applicable.

MEMORANDUM

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

Place:-

Dated:-

Seal & Signature of the tenderer

ANNEXURE – VII

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

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

2. a) Has the tenderer or any of its constituent partners been debarred/expelled by any agency in India during the last 5 years. Yes / No
b) If yes, give details:

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

Note:

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

Signature of the Tenderer

ANNEXURE – VIII

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm/ company / individuals _____
_____ nor any of its constituent partners have abandoned any road/ bridge/ Irrigation/ Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the bid.

I / We also note that, non-submission of this certificate will render my/ our tender liable for rejection.

(Signature of Tenderer)

Title of Officer

Name of Firm