



OFFICE OF THE DIVISIONAL FOREST OFFICER, REDHAKHOL FOREST DIVISION
Mob-9437054951, e-mail id – dfp.redhakhhol@odisha.gov.in

Letter No. 8058 Dated- 01.12.2023

To

The Deputy Director, Advertisement
Information and Public Relation Department (Adv) &
Deputy Secretary to Govt. of Odisha, Bhubaneswar,
E-mail – ipr.advt@gmail.com

Sub:- Publication of Advertisement for Tender Call Notice of Staff Barrack for
Redhakhhol Forest Division during the year 2023-24.

Sir,

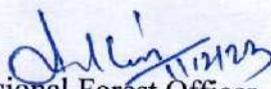
Enclosed, please find herewith copy of advertisement for Tender Call Notice for
Staff Barrack during the year 2023-24 in respect of Redhakhhol Forest Division both in Hard
and Soft Copy (Through email). I would request you to kindly make necessary arrangement for
publication of the same at least in three leading Odia Daily Newspapers as early as possible.

The Concerned Advertisement Manager may kindly be instructed to send
complimentary copies of the same newspapers containing the Advertisement to the undersigned
immediately after its publication for records in this office.

An early action in this matter is requested.

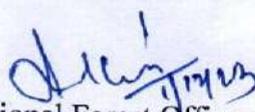
Yours faithfully,

Encl: As above


Divisional Forest Officer,
Redhakhhol Forest Division.

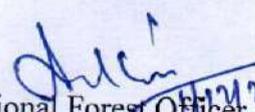
Memo No. 8059 /IF, Dtd. 01.12.2023

Copy alongwith its enclosure submitted to the Additional Principal Chief
Conservator of Forests, (IT & GIS), O/o the Principal Chief Conservator of Forests, Odisha,
Bhubaneswar for information and necessary action. **It is requested to upload the above
Short Tender Notice in the Web-site of PCCF, Odisha at an early date.**


Divisional Forest Officer,
Redhakhhol Forest Division.

Memo No. 8060 /IF, Dtd. 01.12.2023

Copy alongwith its enclosure submitted to the Officer-in-Charge, NIC,
Sambalpur for his information and necessary action. **It is requested to upload the above
Short Tender Notice in the Web-site of District Portal, Sambalpur.**


Divisional Forest Officer,
Redhakhhol Forest Division.

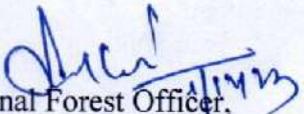
Memo No. 8061 /1F, Dtd. 01.12.2023

Copy alongwith its enclosure submitted to the Regional Chief Conservator of Forests, Sambalpur for favour of his kind information and necessary action.


Divisional Forest Officer,
Redhakhhol Forest Division.

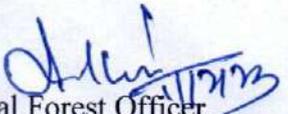
Memo No. 8062 /1F, Dtd. 01.12.2023

Copy alongwith its enclosure forwarded to all Divisional Forest Officer (T & NT) Odisha for information and necessary action. It is requested to display the above said Short Tender Notice in their office Notice Board.


Divisional Forest Officer,
Redhakhhol Forest Division.

Memo No. 8063 /1F, Dtd. 01.12.2023

Copy alongwith its enclosure forwarded to all Range Officers, Redhakhhol Forest Division for information and necessary action. They are instructed to display the above said Short Tender Notice in their Office Notice Board.


Divisional Forest Officer,
Redhakhhol Forest Division.



OFFICE OF THE DIVISIONAL FOREST OFFICER: RAIRAKHOL DIVISION

Mobile No: - 9437054951 Email ID: - dfo.redhakhol@odisha.gov.in

NOTICE INVITING TENDER

Divisional Forest Officer, Redhakhol Division invite percentage bid from intending Contractors/ Firms/ Agencies having valid Contactor Licence of Class-C & D GSTIN and PAN for construction of Staff Barrack having Ground Floor area of 557 Sq. ft. & First floor 489 sq. ft. (as per the plan prescribed) in the sites specified of Rairakhol Forest Division under CAMPA APO 2023-24.

The application forms of tender containing General Bid information and Terms and Conditions for construction works with plan & estimate will be available from dt.04.12.2023 in the website of www.sambalpur.nic.in and www.odishaforest.in and can also be obtained from the Head Clerk of the Divisional Forest Officer, Redhakhol Forest Division on showing the transaction details for deposit of Rs. 6000/- (Rupees Six thousand) only for each construction, towards Tender paper Cost in SBI A/C No. 11739037258 IFSC code SBIN0002105 (Redhakhol Branch) in favour of Divisional Forest Officer, Redhakhol Forest Division or through Demand Draft in favour of Divisional Forest Officer, Redhakhol Forest Division payable at Redhakhol, which is non-refundable.

The Tender documents in a sealed cover duly filled along with deposit slip of Rs. 6000/- should reach in the office of the Divisional Forest Officer, Redhakhol Forest Division, by Registered Post or in person till 2.00 P.M of dt.18.12.2023 and will be opened by the Divisional Committee, O/o the Divisional Forest Officer, Redhakhol Forest Division at 11.30AM on dt. 19.12.2023 in the presence of the contractors or their authorized agents. The result will be published on dt.20.12.2023 & if two or more valid tenderers are in equal quoted rate then transparent lottery will be held at 5.00PM of the same day.

Sl No	Item of Service	Place of work	Estimated cost	Last date of submission of Tender	Date of Opening of Tender	Work completion
1	Construction of Staff Barrack	Naktideul Range Office	2000000	18.12.2023 (02.00PM)	19.12.2023 (11.30AM)	90 days.


Divisional Forest Officer,
Redhakhol Forest Division.



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

COVER-I

TECHNICAL BID DOCUMENTS/DETAILED TENDER CALL NOTICE
FOR THE WORK

**“Construction of Staff Barrack in Divisional Forest Officer,
Redhakhhol Forest Division at (Naktideul Range)
during the year 2023-24”**

**OFFICE OF THE DIVISIONAL FOREST OFFICER,
REDHAKHOL FOREST DIVISION.**



OFFICE OF THE DIVISIONAL FOREST OFFICER, REDHAKHOL FOREST DIVISION
Mobile No:- 9437054951 Email id:- dfo.redhakhol@odisha.gov.in

**TERMS AND CONDITIONS OF TENDER FOR CONSTRUCTION WORKS OF STAFF
BARRACK OF REDHAKHOL FOREST DIVISION.**

1. The Divisional Forest Officer, Redhakhol Forest Division on behalf of Governor of Odisha invites Sealed Percentage rate bids in double cover system for the work 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.)	Class of Contractor	Period of Completion
1	2	3	4	5	6	7	8
1	Construction of Staff Barrack At-Naktideul Range Office, under Naktideul Range.	Plinth area-557qft	Redhakhol Forest Division.	2000000	6000	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 10 A.M. of dt. 04.12.2023 during the office hours and will be closed dt. 18.12.2023 except Sunday and public holiday.

4. As per the Works Department Memorandum No 8943 dl. 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 DTCN.

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 a non-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, Redhakhol Forest Division payable at Redhakhol.

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 dt. 19.12.2023 at 11.30 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/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.

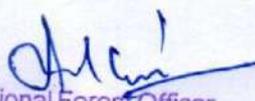
9. Additional Performance Security (APS) shall be often from the bidder as per works Department Memorandum No.4559 dt.05.04.2021 in shape of TDR, POTD, POSB, NSC & KVP and EMD & ISD pledged in favour of the Divisional Forest Officer, Redhakhol Forest Division within seven days of issue to Letter of Acceptance (LoA) otherwise the bid shall be cancelled and the EMD shall be forfeited.

Further proceeding for blacklisting shall be initiated against the bidder.

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.

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)

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 labour cess 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, Redhakhol Forest Division 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, Redhakhol.


Divisional Forest Officer
Redhakhol Division

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

1. Details of document to be furnished.
 - a. Bid Cost is to be furnished.
 - b. Copy of GSTN clearance 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 days mentioned in Annexure of NIT 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.


Divisional Forest Officer
Redhakhol Division

INSTRUCTIONS TO TENDERERS

2.1 Eligibility Criteria

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

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

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

2.12 The quoted rate for the work will deem to include all incidental items which may be necessary such as bailing out of water from foundation, construction of bench marks, level pillars, profiles, benching leveling of ground etc. where required. The incidental items mentioned here in any only indicative & not exhaustive. No extra payment or claim will be admissible on these grounds. All arrangements for traffic during construction including provision of temporary cross drainage structures, if required, & treated shoulder, including their maintenance, dismantling & clearing debris, where necessary shall be considered as incidental to the works & shall be the contractors respectively.

2.13 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 go down & back shall be borne by the contractor.

2.14 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.

2.15 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.

2.16 (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.

2.17 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 works and except in so far as the contract otherwise provides of provision of labour, material and construction plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and subsequent maintenance for a period of not less than Twenty Four months.

3.1 a) The drawing shall remain in the safe custody of the Divisional Forest Officer, but two sets of copies thereof shall be furnished to the contractor on free of cost. At the completion of the work the contractor shall return to the Divisional Forest Officer one set of all the drawings, supplied to duly signed as completion drawing.

b) No claim shall be entertained against the department on account of any increase in railway or road freight or prices of cement, steel, petrol, coal, fuel, oil, lubrication. Explosives and other materials or commodities, labour charges etc. during the course of construction or after tendering for this work till the date of completion except the incidence at price variation and period covered under the relevant Price Escalation Clause of the Agreement.

3.2 The contractor shall give adequate notice in writing to the Divisional Forest Officer for any further drawing or specification that may be required for the execution of the work or otherwise under the contract. In the event of any delay in the issuing of any of the detailed drawing etc. for any reasons what-so-ever reasonable extension of time may be granted on application by the contractor but on no account any claim for monetary compensation will be entertained.

3.3 One copy of the drawing supplied to the contractor shall be made available at the site for reference for use of the departmental officers during inspection.

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

3.5 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.

3.6 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.

3.7 Explosive shall not be used on the work by the contractor without the permission in writing of the concerned Divisional Forest Officer and then only in the manner and to the extent prescribed. Where explosives are used the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, loss or injury to any person or property and shall be responsible for complying with all the statutory rules and regulations prescribed by the Chief Inspector of Explosive. It is the responsibility of the contractor to procure explosive required for the work. However, the department may extend necessary possible help for procuring explosive license. No claim will however be entertained for delay or failure in rendering such help by the Department.

3.8 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.

3.9 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 there to.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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 Dept. 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.

3.17 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.

3.18 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, Redhakhol Forest Division.

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

3.20 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 Dept. 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 accordance with the specification.

3.21 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, Redhakhol Forest Division.

3.22 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.

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

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, Redhakhol Forest Division 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.

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

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

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

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

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

3. 25 The contractor will responsible for the misuse, loss or damage due to any region may what-so-ever of any departmental materials supplied to him the execution of the work. Case of such loss damage or misuse, recovery at the rate of five times the cost of the materials issued will be deducted from the bills or his other dues.

3. 26 Machinery is available may be issued by the direction of the Deptt. contract on hire at daily or hourly rates as per appendix - B, without POL subject to condition that the contractor execute in advance an agreement with the Authorised Subordinate as per the circular vide work Deptt. letter No. 8949 dt. 03-02-89.

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

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

ORISSA PUBLIC WORKS DEPARTMENT

(Form F₂)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the guidance of contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the Divisional Forest Officer. This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deducted from bills. Copies of the specification, designs & drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Divisional Forest Officer shall also be open for inspection by the contractor at the office of the Divisional Forest Officer.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
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 propose 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 tender 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 Office. Government securities may be endorsed to the Divisional Forest Officer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
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.

4. SPECIAL CONDITIONS

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

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

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

No claim will be entertained due to any delays involved in land acquisition required for the work. It shall be constructed that the contractor has thoroughly acquainted himself about the situational condition before tendering for the work and after having fully satisfied himself about the site condition and after going through the stipulation of preceding Para of the special conditions of D.T.C.N. has a quoted his rates.

Thus his quoted rates could be deemed to cover any and all distance and situations of the source of soil and also any and all modes of transport either by manual or mechanical means notwithstanding the fact that the concerned estimate or tender or scheduled of rate for the matter does not envisage such provision.

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

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

A quarry chart as may be available may be seen in the office of the Divisional Forest Officer. The contractor must however, satisfied himself that materials as per requires specification and quantity are available in those quarries, no extra payment will be made to non-availability of materials as per required specification and quantity in the quarries shown in the departmental quarry chart. The quarry

chart is only information and the department does not accept the responsibility, if the materials are not available in full quantity and quality.

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

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

For all purpose of payment, earthwork excavation in foundation shall mean earthwork exaction below the natural ground level. The natural level in nulls, streams, rivers, or any drainage channel shall mean bed level at the site of construction. Performance Security and defect liability: In case, any imperfection becomes apparent in the work within One year from the date of final certificate of completion, the contractor shall make the same good at his own expense or in default the Authorised Officer may cause the same to be made good by other workmen and deduct the expenses from the security deposit and the contractor shall be liable to pay any part of the expenses not so recovered by the Authorised Officer. However, any damage to the works due to Cyclone, Flood, Earthquake or any act of God beyond the reasonable control of both the parties are excluded from such defect liability. Security deposit thus deducted from the bills can be released after expiry of One year of completion of the project by replacing the same amount in shape of NSC/ KVP duly pledged against the concerned DFO which shall however be released only after expiry of the defect liability period of One year from the date of completion. For availing Incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned authorised subordinate to report the actual date of completion of the project as soon as possible through FAX or email so that the report is received within 7 (Seven) days of such completion by the concerned Authority.

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
Redhakhhol Forest Division.

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 Nodated and tender terms and conditions.

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

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

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

Place:

Date:

Seal & Signature of the tenderer

ANNEXURE-IV

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

I/ We hereby tender for the 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

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

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

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

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

CERTIFICATE OF NO RELATIONSHIP

I/ We hereby certify that I/ We* am/ are* related / not related* to any officer of Forest Department of the rank of Assistant Conservator of Forest & above and any officer of the rank of Assistant / Under Secretary and above of the Forest Department, Govt. of Odisha I/We* am/ are* aware that, if the facts subsequently proved to be false, my/our* contact will be rescinded with forfeiture of E.M.D and security deposit and I/ We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*)- Strike out which is not applicable.

Signature of the Tenderer
Date:-

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 I/our firm M/s..... nor any of its constituent partners have abandoned any road/ bridge/ Irrigation / Buildings r 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 authorised 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.

Signature of the Tenderer
Title of Officer
Name of Firm
Date: