



GOVERNMENT OF ODISHA

DEPARTMENT OF FORESTS, ENVIRONMENT & CLIMATE CHANGE

OFFICE OF THE DIVISIONAL FOREST OFFICER

REDHAKHOL FOREST DIVISION, DIST: SAMBALPUR, ODISHA

Phone: 06644-299949 | Email: dfo.redhakhhol@odisha.gov.in

Website: www.redhakhholforest.co.in

| | |
|---------------------|--------------------------------|
| Tender Notice No. | F & E/RKL/011(OFFLINE)/2026-27 |
| Date of Publication | 21.05.2026 |

TENDER CALL NOTICE

Installation of Hanging Solar Tentacle Fencing in Redhakhhol Forest Division

The Divisional Forest Officer, Redhakhhol Forest Division **invites sealed tenders** from reputed intending Manufacturing Firms / Dealers / Suppliers having valid GSTIN and PAN Registration for the **Installation of Hanging Solar Tentacle Fencing** in Redhakhhol Forest Division.

The tender papers with detailed terms and conditions can be downloaded from the websites www.redhakhholforest.co.in, <https://sambalpur.odisha.gov.in> or www.odishaforest.in from 11:00 hours of 21.05.2026 to 17:00 hours of 11.06.2026.

The cost of tender paper is **Rs. 1,000/- (Rupees One Thousand only)**, to be deposited by Demand Draft in favour of the **Divisional Forest Officer, Redhakhhol Forest Division**, payable at Redhakhhol. The tender papers may be submitted at the address mentioned below on or before **11.06.2026 till 05:00 PM** through Speed Post / Registered Post / by hand only. The tenders will be opened in the Office of the undersigned on **12.06.2026 at 11:00 AM**.

The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

| Sl. No. | Event | Date & Time |
|---------|---------------------------------|----------------------------|
| 1 | Date of Publication of Bid | 21.05.2026 |
| 2 | Last Date for Submission of Bid | 11.06.2026 • upto 05:00 PM |
| 3 | Date of Opening of Tender | 12.06.2026 • at 11:00 AM |

Sd/-
Divisional Forest Officer
Redhakhol Forest Division

NOTICE INVITING TENDER (NIT)

| Sl. No. | Particulars | Details |
|---------|---|--|
| 1 | Purpose of the Tender | Installation of Hanging Solar Tentacle Fencing in Redhakhol Forest Division |
| 2 | Estimated Cost | Based on fund allocation |
| 3 | Availability of Bid Document | 21.05.2026 to 11.06.2026 |
| 4 | Last Date & Time for Receipt of Bids | Up to 05:00 PM of 11.06.2026 |
| 5 | Date & Time of Bid Opening | 11:00 hours on 12.06.2026 |
| 6 | Mode of Submission | OFFLINE • Two-Bid (Double Cover) System |
| 7 | Cost of Tender Paper (Non-refundable) | Rs. 1,000/- (Rupees One Thousand only) by Demand Draft |
| 8 | Validity of Quotation | Six (6) months from the date of opening |
| 9 | Name & Address of the Officer Inviting Bid | Divisional Forest Officer, Redhakhol Forest Division, Dist: Sambalpur, Odisha — 768106 |

The Divisional Forest Officer, Redhakhol Forest Division, invites Sealed Tenders through **OFFLINE Double Cover System** for the procurement of materials and works required for the **Installation of Hanging Solar Tentacle Fencing** as enlisted in **ANNEXURE – I**, from eligible Firms / Vendors / Suppliers registered with the State Government. Bidders must satisfy the following pre-requisites for the supply of materials.

1. PRE-REQUISITES FOR SUPPLY OF MATERIALS

01. The Bidder / Vendor / Supplier shall have a valid GST Registration with the competent authority.
02. The Bidder / Vendor / Supplier shall have a Permanent Account Number (PAN) registered with the competent authority.
03. The Bidder / Vendor / Supplier shall hold valid authorisation from the concerned Dealer / Firm / Company for the supply of goods and materials.
04. The Bidder / Vendor / Supplier shall maintain a valid Bank Account in any scheduled Bank.
05. The Bidder / Vendor / Supplier shall have an operational area within the State of Odisha.

2. TERMS AND CONDITIONS

01. Bid documents — including specifications, schedule of quantities, terms and conditions of contract and all other necessary documents — may be viewed on the websites www.redhakholforest.co.in, <https://sambalpur.odisha.gov.in> or www.odishaforest.in.

02. Bidders shall deposit the cost of tender paper of Rs. 1,000/- (non-refundable) by Demand Draft / Banker's Cheque in favour of the Divisional Forest Officer, Redhakhhol Forest Division, payable at Redhakhhol. Personal cheques shall not be accepted.
03. Bid documents shall be available on the said websites from 21.05.2026 to 11.06.2026 up to 05:00 PM.
04. Bids shall be received only OFFLINE on or before 05:00 PM of 11.06.2026 in the drop-box placed in the Office of the undersigned, or through Postal / Courier service.
05. Bids received shall be opened at 11:00 hours on 12.06.2026 in the Office of the undersigned in the presence of bidders who choose to attend along with the authorization letter. Should the Office be closed on the date specified for opening of bids for any administrative reason, the bids shall be opened on the next working day at the same time and venue.
06. Bidders are required to submit the TECHNICAL BID (ANNEXURE – II) and FINANCIAL BID (ANNEXURE – III) in two separate sealed covers, quoting prices in the Financial Bid for the article(s) intended to be supplied as listed in ANNEXURE – I. Both sealed covers shall be enveloped in one outer cover and submitted in the drop-box or sent through Postal / Courier service.
07. The Authority shall not be held responsible for any postal delay or other inconvenience during the bidding process.
08. The Authority reserves the right to cancel any or all bids without assigning any reason thereof.
09. Any Addendum / Corrigendum shall be hosted exclusively on the Division / District websites. Bidders are advised to check the websites periodically during the bidding process.
10. Intending bidders are required to furnish their e-mail address and cell phone number to enable communication relating to the tender.
11. Mere quoting of a lower price shall not entitle any bidder to win the bid. The Committee retains discretionary authority to finalise the bid having regard to quality.
12. Selection shall be made on a cost-effective basis, i.e., lowest price for the same brand and model.
13. Bidders / Vendors / Suppliers shall submit a No-Relationship Certificate along with their bidding documents in the format prescribed in ANNEXURE – IV.
14. Bidders shall deposit a sample of the product(s) proposed to be supplied with the Office of the undersigned, against proper acknowledgement, for quality assurance. The samples shall be evaluated by the Committee after opening of the Financial Bids on a date to be intimated to the successful technical and financial bidders.
15. Bidders / Vendors / Suppliers shall attend the Office of the undersigned on the date intimated for verification of quality assurance by the Committee.
16. The Tender Paper shall be submitted in the drop-box of the DFO, Redhakhhol Forest Division, or through Speed Post / Registered Post / Courier so as to reach the undersigned on or before 05:00 PM of 11.06.2026.
17. The list of articles put to tender represents a tentative requirement for various forestry management tasks and is subject to procurement based on need and the availability of funds. The purpose of the bid is to empanel a list of bidders for different articles in order to streamline the procurement process. Selection as a bidder for any article does not guarantee supply, as this depends on the allocation of funds to the Division during the financial year and may change in accordance with guidelines issued by the Government of Odisha from time to time.

18. Successful bidder will have to deposit the Performance Security/Initial Security deposit (ISD) @5% of tender accepted amount as per OGFR 2023 rule-213 in shape of National Savings Certificate/Kisan Vikash Patra/ Post Office Savings Bank Account/Post Office Time Deposit Account/Term Deposit Receipt/Bank Guaranty from any Nationalized/scheduled Bank in India counter guaranteed by its local branch at BBSR or any place within the state of Odisha with in 7 days of issue of letter acceptance to the bidder.
19. No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge/DFO. The performance security will be refunded after One Year of completion of the work and payment of the final bill and will not carry any interest.
20. The Quotation shall remain valid for six (6) months from the date of opening.

3. EVALUATION METHODOLOGY — QUALITY AND COST BASED SELECTION (QCBS)

3.1 Applicability — Selection of the successful bidder shall be carried out under the Quality and Cost Based Selection (QCBS) methodology in accordance with the **Odisha General Financial Rules (OGFR), 2023** and the applicable procurement guidelines of the Government of Odisha as amended from time to time.

3.2 Weightage — The Technical Bid and the Financial Bid shall be evaluated with the following weightage:

| Component | Notation | Weightage |
|----------------------------|----------|-----------|
| Technical Score (Quality) | T | 40 % |
| Financial Score (Cost) | F | 60 % |
| Composite (Combined) Score | S | 100 % |

3.3 Minimum Qualifying Technical Score — Bidders securing a technical score of less than **50 marks out of 100** in the technical evaluation shall be summarily declared technically non-responsive and their Financial Bid shall not be opened.

3.4 Composite Score Formula — The composite (combined) score for each technically qualified bidder shall be computed as follows:

$$S = (0.40 \times T) + (0.60 \times F^n)$$

$$\text{where } F_n = (F_{min} \div F_{bid}) \times 100$$

Where —

- T = Technical score obtained by the bidder (out of 100), as evaluated under clause 3.5 below.
- F_{min} = Lowest evaluated Financial Bid among all technically qualified bidders.
- F_{bid} = Financial Bid of the bidder under consideration.
- F_n = Normalised Financial Score of the bidder (out of 100).

- S = Composite (combined) score of the bidder (out of 100).

3.5 Technical Evaluation Criteria — The Technical Score (T) of each bidder shall be evaluated against the following seven sub-criteria aggregating to 100 marks:

| Sl. No | Criterion | Description / Assessment Basis | Marks |
|--------------|--|---|------------|
| A | Bidder's Experience & Past Performance | Number of years of operation in supply / installation of solar power and electric / tentacle fencing systems (full marks for 3+ years on a graded scale). (3 years=20, 2 years=15, 1 year =10 marks) | 20 |
| B | Relevant Past Installations | Number of successfully completed Hanging Solar Tentacle Fencing / Solar Power Fencing works in any Forest Division of Odisha or other States (documentary proof — completion certificates / work orders). (3 projects =20, 2=15, 1=10 marks) | 20 |
| C | Manufacturer Authorization & OEM Tie-up | Valid authorisation letter from OEM / principal manufacturer for the proposed energizer, solar module and battery | 10 |
| D | Annual Financial Turnover | Average annual turnover for the last three (3) financial years (audited statements / CA certificate) — graded on a scale relative to the estimated cost of the work. (1 crore or more = 15 marks, 70 Lakhs to less than one crore = 10 marks, 30 lakhs to less than 70 lakhs =5 marks) | 15 |
| E | Quality Certifications & Standards Compliance | BIS / ISO / ISI certifications for the proposed components (energizer compliant to IS-302-2-76, solar module to IEC standards, battery to IS specifications = 5 marks each) | 15 |
| F | Company Profile | Legal registration and minimum 3 years operation | 10 |
| H | Committees' Assessment Mark | Evaluation of Tender Documents and Pass Experiences | 10 |
| TOTAL | | | 100 |

3.6 Evaluation Procedure — The QCBS evaluation shall proceed in the following sequential stages:

- Opening of the Technical Bid (ANNEXURE – II) of all bidders in the presence of bidders or their authorised representatives who choose to attend.
- Scrutiny of pre-qualification documents (GST, PAN, OEM authorisation, etc.) and technical scoring by the Tender Evaluation Committee against the criteria specified at clause 3.5.
- Declaration of technically qualified bidders — i.e., bidders securing at least 50 marks out of 100 in the technical evaluation.

- d. Opening of the Financial Bid (ANNEXURE – III) of only those bidders declared technically qualified, on a date to be intimated separately.
- e. Computation of the Normalised Financial Score (Fn) and the Composite Score (S) for each technically qualified bidder as per clause 3.4.
- f. Ranking of bidders in descending order of the Composite Score. The bidder securing the highest Composite Score (H1) shall be declared the successful bidder.
- g. Award of contract to the H1 bidder, subject to verification of sample quality assurance and other formalities prescribed under the Terms and Conditions.

3.7 Tie-Breaker — In the event of two or more bidders securing an identical Composite Score, the bidder securing the higher Technical Score (T) shall be preferred. If a tie persists, the bidder with the higher number of completed installations under criterion 'B' of clause 3.5 shall be preferred.

3.8 Reservation of Rights — Notwithstanding the QCBS procedure described above, the Divisional Forest Officer, Redhakhol Forest Division, reserves the right to accept or reject any or all bids, in whole or in part, without assigning any reason thereof, in accordance with the provisions of OGFR 2023.

ANNEXURE – I

TECHNICAL SPECIFICATIONS — HANGING SOLAR TENTACLE FENCING

Requirement Proposal for Solar Tentacle Fencing — Redhakhol Forest Division

Part A — Major Components (Electrical Works):

- 24 V Energizer (IS-302-2-76 compliant)
- Solar modules (150 W, 12 V with 10-year warranty)
- Batteries (12 V, 100 AH solar gel type — minimum 5-year life)
- Lightning diverter and earthing system
- Warning signs, lead-out cables, toolkits
- Stainless-steel tentacle wires, ropes and high-tensile wires
- Fence Voltage Monitoring System (FVMS)

Part B — Civil and Allied Works:

- M10 and M20 grade concrete foundations
- Reinforcement steel (TMT FE 550)
- Structural steel works — module stand, mounting box, raiser posts, elephant guards, bottom fixtures
- Painting and anti-rust coating
- Vegetation clearance over a 5-metre width along the alignment

Detailed Technical Specifications

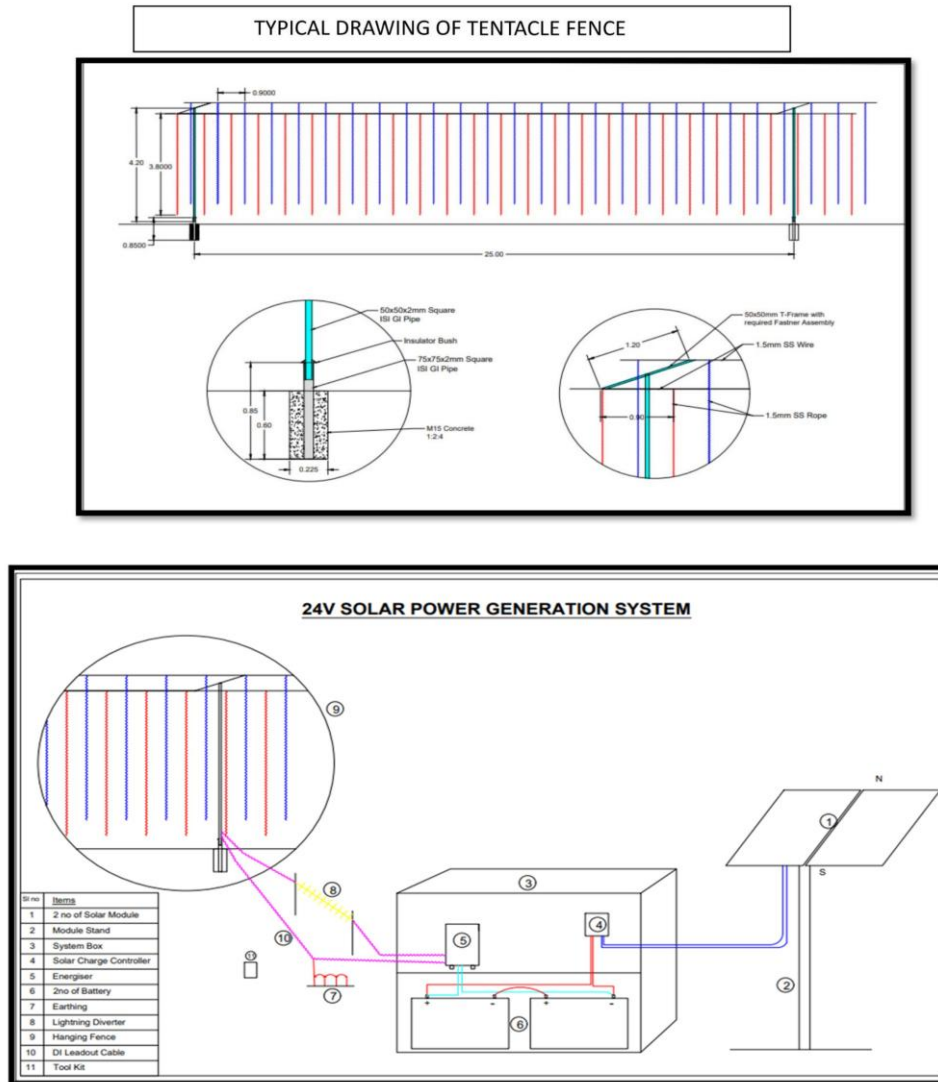
| Item No. | Item | Specification |
|----------|---------------------------|---|
| 1 | 24V Energizer | Must conform to National and International standards of safety IS-302-2-76. Input Voltage DC 24 V. Switchable between High and Low power settings. Peak Current Load (500 Ω , non-inductive) shall be < 10 A. Impulse repetition rate shall not exceed 1 Hz. Peak output voltage shall be < 10 kV. Duration of impulse in 500 Ω non-inductive load shall not exceed 0.1 sec. Must be from a reputed manufacturer. |
| 2 | Solar Module | Minimum 150 W, 12 V rating with minimum 10-year warranty against manufacturing defects, complete with Solar Charge Controller to regulate the charging of the battery. |
| 3 | Battery | 12 V, 100 AH Solar Gel (Solartron type) Battery, low-maintenance, with minimum 5-year guarantee. |
| 4 | Lightning Diverter | Capable of diverting stray lightning strikes. Diverter assembly shall be adjustable for spark gaps with adequate earthing provided. |

| Item No. | Item | Specification |
|----------|---|---|
| 5 | Earthing System | Earth mixture capable of retaining moisture, with 8 mm dia stainless-steel rod of non-rusting quality, 4 feet long. |
| 6 | Warning Signs | Polyethylene plastic boards bearing statutory warning colours and signs. (at least every 200m) |
| 7 | Lead-Out Cable | Double-insulated cable withstanding 15 kV voltage. Inner core wire shall be hot-dip galvanised. |
| 8 | Stainless Steel Wire | 1.5 mm 304-grade, single-core, non-rusting quality for main line, double line and middle line — 4 feet above ground level. |
| 9 | S.S. Rope | 1.5 mm cable, non-rusting quality, for hanging line — 3.75 metres from top. |
| 10 | High-Tensile Wire | 2.59 mm ACSR (Aluminium Conductor Steel-Reinforced) cable as per IS 398-1996 (Part 2) — Earthing line (horizontal line to be laid on ground for earthing connection). |
| 11 | Bullets (Connectors) | Copper material coated with stainless steel or non-rusting aluminium alloy, with inner core hole size of 2.5 mm diameter and minimum 1 cm length. |
| 12 | Live Post Bush | UV-stabilised, heat-resistant, non-electrically-conductive polypropylene material, for fixing inside the 50 mm × 50 mm GI square tube and the bottom fixture 75 mm × 75 mm. |
| 13 | Erection of Hanging Fence | Erection of hanging fence, fixing of ropes and wires as per design, and commissioning of the solar power generating system. |
| 14 | Concrete Foundations | M10 and M20 grade concrete foundations. |
| 15 | Reinforcement Steel | TMT FE 550 grade reinforcement steel. |
| 16 | Structural Steel Works | Module stand, mounting box, raiser posts, elephant guards and bottom fixtures. |
| 17 | Painting & Coating | Painting and anti-rust coating on all exposed steel surfaces. |
| 18 | Vegetation Clearance | Vegetation clearance over a width of 5 meters along the alignment. |
| 19 | Fence Voltage Monitoring System (FVMS) | FVMS to enable real-time monitoring of fence voltage with alert provision. |
| 20 | T Frame Pole Protection | All Sides of the T Frame should be covered with Tentacle Fencing |

| Item No. | Item | Specification |
|----------|---|---|
| 21 | Remote Operation and Health Monitoring | Dedicated Online connection to remotely switch on or Shutdown and Dedicated Dashboard to monitor the health of the System |

Reference: *The following standard drawings and field installation photographs shall be used as a reference for execution of the works under this tender.*

Figure 1 — Typical Drawing of Tentacle Fence & 24V Solar Power Generation System



(Reference design — dimensions, post details, T-frame assembly and electrical layout)

Figure 2 — Field Installation: Hanging Solar Tentacle Fence



(Reference photographs — T-frame mast detail and installed fence alignment in the field)

Sd/-

**Divisional Forest Officer
Redhakhol Forest Division**

ANNEXURE – II
TECHNICAL BID

(To be submitted in a separate sealed cover)

| Sl. No. | Particulars | Details to be filled by Bidder |
|---------|---|--------------------------------|
| 01 | Name of the Bidder / Vendor / Firm | |
| 02 | Address for Communication | |
| 03 | Permanent Address | |
| 04 | Mobile Number (WhatsApp) | |
| 05 | Valid Email ID of the Proprietor / Contact Number | |
| 06 | Aadhaar Card Number (copy to be enclosed) | |
| 07 | Permanent Account Number (PAN) (copy to be enclosed) | |
| 08 | Income Tax Return filed for last three years (documents to be attached, if yes) | |
| 09 | GST Return filed for last three years (documents to be attached, if yes) | |
| 10 | GSTIN Registration Number (copy to be enclosed) | |
| 11 | Name of the Authorised Representative (copy to be enclosed) | |
| 12 | Authorisation from the Firm / Company / Dealer (copy to be enclosed) | |
| 13 | Experience in installation of the product in any Forest Division of Odisha or any other State (copy to be enclosed) | |

Date: _____

Place: _____

Signature with Seal of the Proprietor / Vendor / Supplier

ANNEXURE – III
FINANCIAL BID

Quotation for Hanging Solar Tentacle Fencing

Note: Quotation shall be submitted in a separate sealed cover, distinct from the Technical Bid.

| Sl. No. | Item | Specification | Brand (if any) | Rate (Rs.) | Taxes | Total |
|---------|------|---------------|----------------|------------|-------|-------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |

Total Rate per RKM (in Rs.): _____

Amount in Words: _____

Date: _____

Place: _____

Signature with Seal of the Proprietor / Vendor / Supplier

ANNEXURE – IV
CERTIFICATE OF NO RELATIONSHIP

I / We hereby certify that I / we am / are **related / not related** (*) to any Forest Officer of the Department of Forests, Environment & Climate Change, Government of Odisha. I / we am / are aware that, if this fact subsequently proves to be false, my / our contract shall be rescinded with forfeiture of the Security Deposit, and I / we shall be liable to compensate for any loss or damage resulting from such cancellation.

I / we also note that non-submission of this certificate shall render my / our tender liable for rejection.

() — Strike out whichever is not applicable.*

Date: _____

Place: _____

Signature with Seal of the Proprietor / Vendor / Supplier

ANNEXURE – V

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No.: _____

Dated: _____

To,

The Divisional Forest Officer,

Redhakhhol Forest Division,

Dist: Sambalpur, Odisha.

Subject: Authorisation for attending the bid opening dated _____ in the Tender for **Installation of Hanging Solar Tentacle Fencing** in Redhakhhol Forest Division, District Sambalpur (*Tender No.:* _____, *Dated:* _____).

Sir,

The following person(s) is / are hereby authorised to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder), in the order of preference indicated below:

| Order of Preference | Name of Authorised Person | Designation | Specimen Signature |
|---------------------|---------------------------|-------------|--------------------|
| 1 | | | |
| 2 | | | |

Date: _____

Place: _____

Signature of Bidder / Authorised Representative

Notes:

- Only one representative shall be permitted to attend the bid opening.
- Entry to the bid-opening hall shall be refused if the authorisation prescribed above is not produce.

ANNEXURE – VI

AGREEMENT COPY (FOR SUCCESSFUL BIDDER)



GOVERNMENT OF ODISHA

Department of Forests, Environment & Climate Change

Office of the Divisional Forest Officer, Redhakhol Forest Division

AGREEMENT

for Supply, Installation, Testing, Commissioning and Maintenance of Hanging Solar Tentacle Fencing

| | | |
|----------------------|-------------|--|
| Agreement No.: _____ | Date: _____ | Stamp Paper: Rs. _____ (borne by Supplier) |
|----------------------|-------------|--|

THIS AGREEMENT is made at Redhakhol on this _____ day of _____, 2026 **BETWEEN** the **Governor of Odisha**, acting through the Divisional Forest Officer, Redhakhol Forest Division, Dist: Sambalpur, Odisha — 768108 (the **"Purchaser"**) of the **FIRST PART AND** M/s _____, having its registered office at _____ (PAN: _____; GSTIN: _____), represented by its authorised signatory Mr./Ms. _____ (the **"Supplier"**) of the **SECOND PART** (collectively the **"Parties"**).

WHEREAS pursuant to Tender Notice No. _____ dated 21.05.2026, the Supplier was selected under the Quality and Cost Based Selection (QCBS) methodology (40% Technical : 60% Financial) in accordance with OGFR 2023 and was issued LOA No. _____ dated _____ for the supply, installation, testing, commissioning and maintenance of Hanging Solar Tentacle Fencing in Redhakhol Forest Division (the **"Works"**), which the Supplier has accepted. The Parties now agree as follows:

SCHEDULE OF CONTRACT PARTICULARS

| | |
|-------------------------------|--|
| 1. Tender Notice No. & Date | _____ / 1F dated 21.05.2026 |
| 2. Letter of Award | No. _____ dated _____ |
| 3. Selection Method | QCBS (40% Technical : 60% Financial) per OGFR 2023 |
| 4. Contract Price (incl. GST) | Rs. _____/- (Rupees _____ only) |
| 5. Completion Period | _____ (_____) days from the Effective Date — time is of the essence |
| 6. Performance Security | 5% of Contract Price via unconditional PBG (Scheduled Commercial Bank); valid for Completion + DLP + 3 months |
| 7. Payment Milestones | 70% on supply & installation (Site Engineer's certificate) • 20% on commissioning (Acceptance Certificate) • 10% on DLP expiry |
| 8. Defect Liability Period | 12 months from successful commissioning |

| | |
|---|---|
| 9. Liquidated Damages | 0.5% of Contract Price per week of delay, capped at 10% of Contract Price |
| 10. Manufacturers' Warranties | Solar Modules: 10 years • Solar Gel Batteries: 5 years • 24V Energizer: IS-302-2-76 compliant |
| 11. Insurance | Workmen's Compensation • Third-Party Liability (Rs. 10,00,000 minimum) • Transit Insurance |
| 12. Governing Law / Jurisdiction | Laws of India • Courts at Sambalpur, Odisha • Seat of Arbitration: Bhubaneswar |

OPERATIVE PROVISIONS

- Contract Documents** — This Agreement, the Schedule of Contract Particulars above, the LOA, the Supplier's accepted Technical & Financial Bids, and the Tender Documents (including all Annexures and the technical reference drawings) shall together constitute the Contract, to be read in that order of precedence in case of conflict.
- Scope of Work** — The Supplier shall supply, install, test, commission and hand over the Works strictly as per the technical specifications, drawings and quantities in Annexure I of the Tender Documents — including the 24V energizer, solar modules, batteries, lightning diverter, earthing, stainless-steel wires/ropes, ACSR high-tensile wire, structural steel, concrete foundations, vegetation clearance (5-m corridor) and Fence Voltage Monitoring System (FVMS) — in a workmanlike manner and good engineering practice.
- Contract Price & Payment** — The Contract Price is firm and fixed, inclusive of all taxes, duties, transport, labour and supervision; GST shall be paid extra against valid invoices. Payment shall be released in the milestones at Particular 7, by RTGS/NEFT, net of statutory deductions (TDS, GST-TDS, labour cess). No advance shall be paid.
- Performance Security** — The Supplier shall furnish the PBG at Particular 6 within fifteen (15) days of the LOA. The Purchaser may invoke the PBG in whole or in part to recover any sums due, liquidated damages, or remediation costs, without prejudice to other remedies. The PBG shall be released on satisfactory completion of the DLP.
- Warranties & Quality** — All materials shall be new, of latest manufacture and free of defects in design, material and workmanship. Original manufacturers' warranty certificates shall be furnished in favour of the Purchaser before release of the Stage II payment. During the warranty period, defective items shall be repaired or replaced at the Supplier's cost within 30 days of written notice.
- Inspection, Testing & Acceptance** — The Purchaser's authorised representative may inspect and test materials and Works at any stage at the Site or at the Supplier's/OEM's premises. Non-conforming items shall be rejected and rectified or replaced at the Supplier's cost.
- Defect Liability & Liquidated Damages** — The Supplier shall remedy defects during the DLP at its own cost within 30 days of notice; failing which the Purchaser may rectify at the Supplier's risk and cost, recoverable from the PBG. For delay beyond the Completion Period, liquidated damages shall apply as per Particular 9, by way of a genuine pre-estimate of loss.
- Insurance & Statutory Compliance** — The Supplier shall maintain the policies at Particular 11 throughout Completion and DLP, and shall comply with all applicable labour, environmental, forest, factory, safety and tax laws. The Supplier shall be solely responsible for Site safety and all consequences of any accident or injury.
- Force Majeure** — Neither Party shall be liable for any failure caused by events beyond reasonable control (acts of God, war, natural calamity, epidemic, civil commotion, government action). The affected Party shall notify the other within seven (7) days. If the event continues beyond ninety (90) days, either Party may terminate the Agreement by 30 days' written notice without damages.
- Termination** — The Purchaser may terminate on 30 days' written notice for: (a) material breach uncured within the notice period; (b) insolvency, bankruptcy or composition with creditors; (c) corrupt, fraudulent or collusive practice; or (d) convenience / public interest / non-availability of funds. On termination, the Supplier shall hand over all materials, drawings and completed Works, and shall be liable for any excess cost of completion through an alternative agency, recoverable from the PBG.
- Indemnity** — The Supplier shall indemnify, defend and hold harmless the Purchaser, its officers, employees and agents against all losses, damages, claims, demands, suits, fines and penalties (including legal costs) arising from any breach of this Agreement, negligence, wilful act or omission of the Supplier or its personnel, third-party death/injury/property damage at the Site, or any infringement of intellectual-property rights.
- Dispute Resolution** — Disputes shall first be settled amicably; failing which, referred to the Principal Chief Conservator of Forests & HoFF, Odisha, for conciliation. Disputes not resolved within sixty (60) days of such reference shall be settled by a sole arbitrator appointed by the PCCF & HoFF under the Arbitration and Conciliation

Act, 1996, with seat at Bhubaneswar and proceedings in English. Subject to arbitration, the Courts at Sambalpur shall have exclusive jurisdiction.

- 13. General** — No assignment or sub-contracting without the Purchaser's prior written consent. Amendments only in writing signed by both Parties. The Schedules and Contract Documents form an integral part hereof. Stamp duty borne by the Supplier. This Agreement is governed by the laws of India and constitutes the entire understanding between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives on the day, month and year first hereinabove written, in the presence of the witnesses subscribing hereunder.

| | |
|---|--|
| For and on behalf of the PURCHASER <i>The Governor of Odisha</i> | For and on behalf of the SUPPLIER M/s _____ |
| Signature: _____ Name & Designation: DFO, Redhakhhol FD Date: _____ Seal: _____ | Signature: _____ Name & Designation: _____ Date: _____ Seal: _____ |
| Witness 1 (for the Purchaser) Signature: _____ Name: _____ Address: _____ | Witness 2 (for the Supplier) Signature: _____ Name: _____ Address: _____ |