



**OFFICE OF THE DEPUTY DIRECTOR,  
SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA**

Phone No-(06792) 252593, Fax-256705; Email Id: [dfo.similipalsouthwl@odisha.gov.in](mailto:dfo.similipalsouthwl@odisha.gov.in)

**INVITATION FOR E-TENDER No. DD South-BPD-15/2025-26**

Online e-Tender for the following work are invited by The Deputy Director, Similipal South Wildlife Division, Baripada, Odisha from the Contractors/supplier/bidder registered with the Government of ODISHA in Appropriate class of e- Tender works.

The blank tender documents should be downloaded from Government website <https://tenderodisha.gov.in> as per the detailed time schedule displayed on the portal. Blank Tender documents will not be sold by this office; interested bidders have to download tender documents from the website. The blank tender document cost Rs. 6,000/- (**Rs. Six Thousand Only**) is to be paid online in the favour of The Deputy Director, Similipal South Wildlife Division, Baripada on the **e-payment gateway** of the portal. For any queries in this regard the interested Contractors can contact during office hours and the **NIC Tenders Helpdesk**.

The Contractors participating for first time in e-tendering Bids will have to procure **Digital Signature Certificate, Username and Password** from the competent authorities as per guideline mentioned on homepage of the website. If any assistance is required regarding e-Tendering (upload/download) please contact NIC 'Tenders Help Desk number: 1800 3456 765 & 0674-2530998.

Sr. No	Name of work	Qty.	Earnest Money Deposit (Rs.)	Cost of Blank Tender Form (Non-Refundable)
1	2	3	4	5
1.	Design, Supply, Installation & Implementation of Eco-Friendly Drinking Water Project on Turnkey Basis in Similipal Tiger Reserve, ODISHA with AMC for one year	01	50,000/-	6,000/-

1. To view Tender Notice, Detailed Time Schedule, and Tender Document for this Tender and subsequently purchase the Tender Documents it's supporting documents, kindly visit following e-tendering website <https://tenderodisha.gov.in>
2. Right to reject any or all the tenders without assigning any reason there of is reserved.

Deputy Director,  
Similipal South Wildlife Division,  
Baripada



## **E – TENDER**

**For**

**“Design, Supply, Installation &  
Implementation of Eco-Friendly Drinking  
Water Project on Turnkey Basis in  
Similipal Tiger Reserve, ODISHA with  
AMC for one year”**



## Section I: Notice Inviting Tender (NIT)

### 1) Notice Inviting Tender (hereinafter referred to as "NIT")

Similipal Tiger Reserve (STR) located in Mayurbhanj district of Odisha state was notified among the 1<sup>st</sup> 9 tiger reserve of India during the year 1973. The **Deputy Director, Similipal South Wildlife Division, Baripada, Odisha** invites proposals (hereinafter referred as the 'bid(s)') for entering into a Contract for "**Design, Supply, Installation & Implementation of Eco-Friendly Drinking Water Project with AMC for one year on Turnkey Basis in Similipal Tiger Reserve, ODISHA**" (hereinafter referred to as 'the Material(s) and Services').

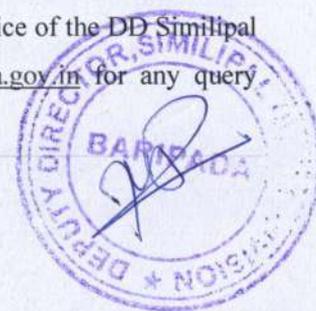
Sr No	Name of work	Qty.	Earnest Money Deposit (Rs.)	Cost of Blank Tender Form (Non-Refundable)	Time limit for Supply
1	2	3	4	5	6
1.	Design, Supply, Installation & Implementation of Eco-Friendly Drinking Water Project on Turnkey Basis in Similipal Tiger Reserve, ODISHA [With Maintenance Contract for 1 Year]	01 No.	50,000/-	6,000/-	Three months from date of Contract with advance payment

### The Tender

Bidders must read the complete 'Tender Document'. This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.

Availability of the Tender Document: -The Tender Document shall be published on the (<http://tenderodisha.gov.in>) Portal of Govt. of Odisha. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned on <http://tenderodisha.gov.in> Portal.

Clarifications: - A Prospective Bidder requiring any clarification regarding the Tender Document may do so using <http://tenderodisha.gov.in> Portal. Also, please feel free to contact **Shri. Sidharth Shankar Pratihari, Senior Assistant (Contact no.8908157052)**, and office of the DD Similipal South Wildlife Division, Baripada Email- [dfo.similipalsouthwl@odisha.gov.in](mailto:dfo.similipalsouthwl@odisha.gov.in) for any query related to tender.



1) **Security Deposit**

- a. The approved rates will be communicated through *Speed post, fax or e-mail* to the successful tenderer for submission of security deposit with individual purchaser. The successful tenderer will have to submit a security deposit / cum performance guarantee equivalent to 3% (Three percent) of value of the intended order from the concerned purchaser. The EMD deposited by the successful Tenderer will be adjusted against the security deposit to be furnished, and the balance amount of security deposit shall be submitted before issue of the order. The security deposit may be submitted in form of demand draft/pay order payable at head quarter of the Purchaser or the bank guarantee issued by any nationalized bank in favour of the purchaser. The supplier shall be responsible to ensure that the bank guarantee remains valid till expiry of 1 year of maintenance contract.
- b. If the supplier desires to maintain the entire amount of security deposit in form of bank guarantee, the EMD shall be refundable on successful execution of all the supply orders and on submission of equivalent bank guarantee issued by any nationalized bank in favour of the Deputy Director, Similipal South Wildlife Division, Baripada, ODISHA.
- c. Failure to supply the items on the quoted rates shall be considered a breach of agreement making the security deposit liable for forfeiture.
- d. Any damage, compensation or other sums due from the supplier to the purchaser on any account whatsoever under the terms & conditions of this tender or subsequent agreement including supplements, if any, shall be liable to be deducted/ recovered from the Security Deposit. In the event of the Security Deposit being reduced by reason of such deductions, the supplier shall deposit equivalent amount in the form of DD / pay order of any nationalized bank payable at the head quarter of purchase in favour of the purchaser within 10 (ten) days of the receipt of intimation of such reduction. Failure to do so shall be considered a breach of agreement/ contract.
- e. No interest shall be payable on the Security Deposit or the Earnest Money Deposit.

2) **Delivery and Receipt**

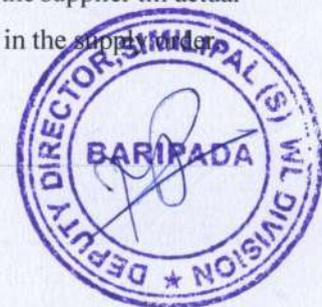
- a. Delivery of product will be at Devkund entry gate or Pithabata Entry gate of Similipal tiger Reserve.
- b. Time, date and place specified for delivery in the supply order shall be the essence of the agreement. The Successful Tenderer (hereinafter referred to as Supplier) shall arrange to supply the material within the stipulated time on receipt of the firm supply order(s). The supplier shall have no claim or right to alter the delivery schedule, and shall strictly adhere to schedule of delivery given in the supply order(s). Failure to abide by the delivery schedule shall be considered serious breach of agreement.
- c. Required statutory survey and Registration, insurance shall be done at bidders level
- d. All required test and trail shall be conducted.
- e. In exceptional circumstances, the purchaser may, at its discretion, revise the delivery schedule



- f. If the delivery is delayed beyond two weeks of the stipulated delivery, date the purchaser may purchase the goods elsewhere including from other tenderers, the entire or the remaining items on the supplier's risk and cost.
- g. All items/ goods/ materials supplied shall be new and of the best quality in every respect as per the specifications quoted in Technical Bid form (Annexure-I). The supplier shall be deemed to have carefully examined the condition/ specifications, etc., of the goods supplied.
- h. The purchaser may consider the Supplier's request to substitute goods/ materials having specifications better than the quoted specifications. However, such substitution shall be effective only after obtaining written concurrence from the purchaser.
- i. On receipt of supply order, the Supplier shall inform the authorized officer of purchaser (under intimation to purchaser) the time at which the deliveries shall be made. The supplier shall obtain approved receipt (in duplicate) from the authorized consignee(s) & the purchaser for all the materials delivered.
- j. No item shall be considered as delivered until it has been accepted after due inspection and a proper receipt granted. Further, no delivery shall be considered as complete until the full quantity of approved materials mentioned in the supply order has been supplied, and all the rejected materials have been removed.
- k. The supplier shall be responsible for delivery of the material in good condition to the authorized consignee(s) of the purchaser at destination as indicated in the agreement supply order, and ensure proper packing of the materials for transport by rail/ road so as to prevent loss/damage/ deterioration in transit. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme weather/ atmospheric conditions during transit and storage.
- l. In the event of any loss, damage, breakage, leakage or any shortage found at the time of inspection/ checking of the goods/ materials by the purchaser or the Authorized Inspection Officer (including expert or inspection team), the supplier shall be liable to replace/ make good of such loss and shortage free of cost within the given time. If the supplier fails to do so, the purchaser shall be free to obtain the replacements at the supplier's risk and cost from any other source.
- m. Demurrage and/or Warf rage, if any, shall be on the supplier's account. Purchaser shall not be liable for such charges.

**3) Risks and Safe Custody of Goods**

- a. The goods/ material and every constituent part thereof, whether in possession or control of the authorized person of the supplier, his agents or with his servants, or with the carrier or at the site of the purchaser/consignee shall remain in every respect at the risk of the supplier till actual delivery (against proper receipt) to the purchaser at the destination given in the supply order.



- b. Risk of the goods and responsibility of safe custody shall remain with the supplier until the goods are approved and accepted by the purchaser/ consignee after due inspection and approval receipt is given.
- c. Purchaser shall not be responsible for safe custody of the materials rejected, disapproved or supplied in excess.

**4) Testing and Inspection**

The Authorized Inspection Officer (including expert or inspection team) of the purchaser will carry out inspection of the goods supplied to the purchaser/ authorized consignee(s) of the purchaser at the indicated site on receipt of the consignment. The Authorized Inspection Officer (including expert or inspection team) of the purchaser shall have the right to reject any goods not conforming/ inferior to the accepted specifications. The supplier must ensure presence of his representative at the time of the inspection.

**5) Warranty**

The material supplied should carry minimum one (1) year warranty from the date of supply. The supplier will be responsible for damages, if any, occurring due to manufacturing defect, inferior quality etc. In such case, the supplier will replace / repair such material on its own expenses within 30 days from the date of receipt of intimation. If the supplier fails to do so in the given time limit of 30 days the consignee will be free to repair/ replace the defective material from open market and will recover the cost or expenditure whatsoever, from the Bank Guarantee.

The supplier will supply the goods on comprehensive warranty basis. If during the warranty period, the purchaser finds the goods unsound, imperfect and defective, the supplier shall promptly replace the same free of cost and any expenses incurred by the purchaser / purchaser for such replacement shall be recoverable from the supplier.

All the material shall have the warranty for the period of minimum one year against any manufacturing defect for equipment from the date of supply.

The Supplier shall provide One Year Comprehensive Warrantee from the date of supply of the goods and accessories.

The Supplier shall arrange supply of products within the stipulated time at the place of destination from the date of order.

If any product rejected by the purchaser at the time of taking delivery with valid technical reason then article must be replaced/removed by the supplier from the purchaser within 15 days of the date of information for replacement or removal.

The Tenderer shall have to provide prompt after sales support as per the following: The supplier shall repair/replace the equipment/component/ sub-component/ battery within seven working days, and shall ensure that all the goods supplied by him remain in fully functional condition. Additional reasonable time may be given if service requires more time.



- Failure to provide prompt after sales support will attract a penalty of Rs. 1000/- per day per unit due to delay in supply of equipment, spares or service beyond of 15 days in addition to Pt 26 of this documents. The tenderer may also forfeit the amount of Security Deposit for any delays beyond reasonable time.
- Forfeiture of Security Deposit for delay in service**—The performance of the supplier shall be reviewed regularly. The supplier shall be advised to improve their services as and when such cases are noticed by the user. In case of consistent poor performance of the supplier, purchaser / purchaser may forfeit the Security Deposit and / or Black list the supplier for all future purchases.

Maintenance of the whole machines has to be done up to 1 year from the date of Contract.

## 6) NEGOTIATIONS

It is clarified that normally; no rate negotiation will be done and therefore the Bidder should quote their lowest prices only. However, in case of non-execution/completion of contract by L-1, the Deputy Director, may decide to give counteroffer of the rates thus finalized to eligible Bidder found L-2 for supply

We may renegotiate with the L1 bidder as well.

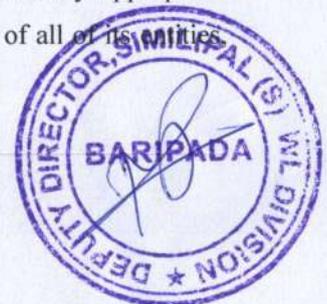
## 7) Objection and Clarifications

In case any applicant has objection regarding terms and condition or any technical clarification, they may submit it in writing to Deputy Director up to **26.02.2026**. No Objection regarding tender will be consider after this date. The decision of Deputy Director will be final and acceptable to the applicant.

## 8) Eligibility Criteria for Participation in this Tender:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' and 'Qualification Criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations).

1. The Bidder must: be a Company registered in India under the Indian Companies Act 1956/2013 as amended or under the National Small Industries Corporation Limited (NSIC) with their registered office in India for the last three years as on 01.02.2023.
2. The bidder must: Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
  - a) Not stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by Government from participation in its Tender Processes; and/ or
  - b) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government from participation in Tender Processes of all of its facilities for:



- (i) offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
  - (ii) offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
  - (iii) Suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
  - (iv) Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
  - (v) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. To determine whether there has been an occurrence of act of conflict of interest, the decision by the Competent Authority, Deputy Director, Similipal South Wildlife Division, Baripada shall be final and binding.
- c) The Bidder must also fulfill other additional eligibility condition(s) as per Section: IV: Qualification Criteria, if any, as prescribed in Tender Document (including addendums; if issued).
- d) Bidder(s) shall go through F.No.6/18/2019 – PPD dated 23rd July 2020 issued by Department of Public Procurement, Ministry of Finance, Govt. of India and declaration with regard to the same shall be given in Form 1.2 (Eligibility Declaration). <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

### **1. Purchase Preference Policies of the Government**

As detailed in the Tender Document, Deputy Director, Similipal South WL Division, Baripada reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to make in India (MII), MSME, Start-ups etc.).

This tender is only applicable for Class-I or Class-II Local Supplier as defined in Letter No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, Government of India (GoI) or as amended from time to time and until the date of submission of the bid by the bidders.

### **2. Submission of Bids:**

1. Bids must be uploaded by Bidder on <http://tenderodisha.gov.in> portal till the deadline for submission mentioned on <http://tenderodisha.gov.in> Portal. Bidder must comply with the conditions of the <http://tenderodisha.gov.in> Portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling



in the required information.

2. Bidder must submit the bid complete in all respect; in the absence of which bid may be rejected.

**3. Bid Opening**

Bids received shall be opened online at the specified date and time mentioned on <http://tenderodisha.gov.in> Portal.

**4. Disclaimers and Rights of Deputy Director, Similipal South Wildlife Division, Baripada, ODISHA**

5. **The issue of the Tender Document does not imply that the Deputy Director, Similipal South Wildlife Division, Baripada, ODISHA is bound to select bid(s), and it reserves the right, without assigning any reason, to:**

- a) reject any or all of the Bids, or
- b) cancel the tender process at any stage; or
- c) abandon the procurement of Materials(s) and Services; or
- d) issue another tender for identical or similar Materials(s) and Services

Signed by  
Tender Inviting Authority (TIA)

Deputy Director,  
Similipal South WL Division,  
Baripada



## Section II: Instructions to Bidders (ITB)

### 1. The Tender Document

#### Basic Tender Details

The 'Tender Document' (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for the execution of Current project (including supply, installation, commissioning, and provisioning of Services as detailed in Section V. Bidders must go through the entire Tender Document for further details. In this Tender Document, any generic reference to 'Materials' shall be deemed to include such Materials(s) or Services or both.

#### Interpretations, Definitions, Abbreviations

Section III - General Conditions of Contract (GCC), detailed Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

#### Overview of Contents

- 1) The Sections, Forms and Formats comprising this Tender Document are described in Instructions to Bidders (ITB)-clauses 1.4, 1.5 and 1.6 below. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOM file or other files that comprise this Tender Document.
- 2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below along with signed tender document along with its all corrigendum and addendums. Bidder must declare in his bid Form (Form 1) that it has read, understood, complied, and stands bound by all requirements.

#### Sections of the Tender Document

The Tender Document contains the following sections, which are described in subsequent sub- clauses:

- 1) Section I: Notice Inviting Tender (NIT)
- 2) Section II: Instructions to Bidders (ITB)
- 3) Section III: General Conditions of Contract (GCC)
- 4) Section IV : Qualification Criteria
- 5) Section V: Technical Specification & Bill of Material [BoM]

**Section I – Notice Inviting Tender (NIT)** provides a synopsis of information relevant for a Bidder

#### **Section II: Instructions to Bidders (ITB)**

"Instructions to Bidders" - ITB provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award.



### **Section III: General Conditions of Contract (GCC)**

General Conditions of Contract (GCC) describe the conditions that shall govern the resulting contract. In case of any conflict, provisions of GCC shall prevail over those in ITB and in case of any conflict of this tender document from <http://tenderodisha.gov.in> GTC, provisions of this tender document shall prevail over those in <http://tenderodisha.gov.in> GTC

### **Section IV: Qualification Criteria:**

Qualification Criteria lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive.

### **Section V – Technical Specifications & Bill of Material**

This Section lays down the technical specification of the Materials and services required. Bidders must give Compliance for all the specifications along with Annexure- II : Technical Compliance Sheet.

## **2 Rights and Disclaimers**

Bids are to be addressed to Deputy Director, Similipal South WL Division, Baripada, Odisha. The Tender Inviting Authority or its representative is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, Officer and Consignee(s) and paying authority who shall discharge designated function during contract execution.

### **Right to Intellectual Property:**

The Tender Document and associated correspondence shall always remain the property of the Deputy Director, Similipal South WL Division, Baripada, Odisha.

### **Right to reject any or all Bids:**

The Deputy Director, Similipal South WL Division, Baripada, Odisha reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process at any stage, and issue another tender for the same or similar Materials at any time before the award of the contract. It would incur no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

### **Disclaimers**

#### **Regarding Purpose of the Tender Document**

The Tender Document is neither an agreement nor an offer to prospective Bidder (s) or another party hereunder. The purpose of the Tender Document is to provide the Bidder (s) with information to assist them in participation in this Tender Process.

#### **Regarding Documents/ guidelines**

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Deputy Director, Similipal South WL Division, Baripada, Odisha.



### **Regarding Information Provided**

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided in documentary or any other form, directly or indirectly, by the Deputy Director, Similipal South WL Division, Baripada, Odisha or any of its authorized employees or its associated agencies.

### **Regarding Tender Document:**

- a) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, and analysis, check the information's accuracy, reliability, and completeness, and may obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Deputy Director, Similipal South WL Division, Baripada, Odisha, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- b) The Deputy Director, Similipal South WL Division, Baripada, Odisha, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

### **3 Bidders - Eligibility and Preferential Policies**

#### **Bidders**

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfill the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

#### **Eligibility Criteria for Participation in this Tender**

As defined in NIT. It is not being reproduced here for the sake of brevity.

### **4 Purchase Preference Policies of the Government**

Deputy Director, Similipal South WL Division, Baripada, Odisha reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- a) Class I Local Suppliers under Public Procurement [Preference to Make in India (MII)] Order 2017" of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.



- b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications;

**Purchase preference to make in India**

Purchase preference to make in India would be provided in line with the Letter no.P- 45021/2/2017-PP (BE-II). Dated 16<sup>th</sup> September, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI as amended from time to time.

**Definition of Local Content and Categories of Local Suppliers**

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the Material(s) procured (excluding net domestic indirect taxes) minus the value of imported content in the Material(s) (including all customs duties) as a proportion of the total value, in percent.

- a) 'Class-I local Supplier' is a supplier with local content equal to or more than 50%.
- b) 'Class-II local Supplier' is a supplier with local content equal to or more than 20%, but less than that applicable for Class-I local Supplier.
- c) The margin of purchase preference shall be 20%.

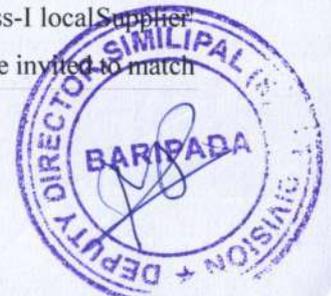
**Eligibility to participate**

- a) Classes of Local Suppliers eligible to Participate: Based on the Make in India Policy, only Class-I and Class-II local supplier
- b) Suppliers shall be eligible to participate in this bid.
- c) Minimum local content for eligibility to participate shall be 20%.
- d) Non- local suppliers are not eligible to participate in this bid.

**Classification of Procurement and purchase preference methodology:**

Under this tender, Procurement of Material(s) and services are not divisible in nature. This is an integrated work and objective of work is to setup material(s) at remote locations wherein contractor is responsible for design, supply, installation, commissioning, and also support and maintenance to ensure reliable functioning of project. Hence bids will be evaluated on total bid price and Class-I local supplier will get purchase preference over Class-II local supplier as per following procedure:

- a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
- b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase (20%) preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
- c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match



the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase (20%) preference matches the L-1 price, the contract will be awarded to the L-1 bidder.

- d) No purchase preference will be given to Class-II local suppliers.

**Calculation of Local Content in bid to be taken care by bidder**

As this bid requires supply of multiple items (say "X1", "X2" and "X3") by a single bidder, **the local content calculation by the bidder in the bid shall be done as per below mentioned formula & conditions as per available on DPIIT website.**

- a) Local content =  $((\text{Sale price of "X1"} - \text{Value of imported content in "X1"}) + (\text{Sale price of "X2"} - \text{Value of imported content in "X2"}) + (\text{Sale price of "X3"} - \text{Value of imported content in "X3"})) * 100 / (\text{Sale price of "X1"} + \text{Sale price of "X2"} + \text{Sale price of "X3"})$ . Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties.
- b) The cost of transportation, insurance, installation, commissioning, and training and after sales service support like AMC/CMC etc. will not be taken into account for calculating local content in any Material.

**6. Bid Prices, Taxes and Duties**

**Prices**

**Competitive and Independent Prices**

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
- I. those prices; or
  - II. the intention to submit an offer; or
  - III. The methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

**Price Schedule**

- 1) Bidders are to quote value of each line item on <http://tenderodisha.gov> in portal in Financial Bid (BoQ) uploaded by Deputy Director, Similipal South WL Division, Baripada, Odisha. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail. In case of any arithmetic mistake committed by bidder in financial bid (BOQ) then Deputy Director, Similipal South WL Division, Baripada, Odisha reserve the right to correct the same by taking unit price quoted by the bidder and quantities specified by the Deputy Director, Similipal South WL Division, Baripada, Odisha.
- 2) Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder has filled Rs. 0 (zero) for any line item.
- 3) The quoted unit price shall be considered to include all relevant financial implications.



### **Currencies of Bid and Payment**

The currency of bid and payment shall only be Indian Rupees. All payments shall also be made in Indian Rupees only.

### **Non-compliance**

Tenders, where prices are quoted in any other way, may be rejected as non-responsive.

### **Firm/ Variable Price**

#### **Firm Price**

Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not variation on higher side any account.

### **Goods and Services Tax (GST)**

- 1) Bidders should ensure that they are GST compliant Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their bids.
- 2) Bidder/Contractor undertakes that in case of non-compliance by the Bidder(s) of the GST provisions which results in blockage/reversal of any input tax credit to DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, Bidder/Contractor shall be liable to indemnify the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha any such loss of input Credit including interest, penalty and all incidental expenses incurred by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. Such indemnification may also be by way of invocation of any security deposit, deduction from any payment that DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha has to make to the Bidder/Contractor, as per the discretion of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha.
- 3) Bidder/Contractor undertakes to raise invoice within 10 days from date when the right to raise invoice and demand for payment accrues as per the contract terms. In case invoice is raised and submitted before the due date; then DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha reserves the right to return such invoice(s) to the Bidder/Contractor. In such a situation Bidder/Contractor would be required to raise fresh invoice as per the contract terms.
- 4) If the Bidder/Contractor fails to adhere the terms & conditions of the contract and DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha deducts Liquidated Damages and/or SLA penalties for the same, then in such a case; DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha will charge GST over and above the Liquidated Damages and/or SLA penalties; as the case may be; and same shall be recovered from the Bidder/Contractor. This may vary; depending on the position of law on the date when such deduction is made.
- 5) Along with the invoice; Bidder/Contractor would be required to submit relevant documentary evidence to the effect that invoice submitted was issued either through e-Invoice system of GST or has been updated on GSTN portal using Invoice Furnishing Facility (IFF).
- 6) In case, in future any GST liability is required to be borne by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, which was the responsibility of the Bidder/Contractor, then



- the same shall be claimed from the Bidder/Contractor by way of raising debit notes.
- 7) DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha reserves the right to ask the Bidder/Contractor to submit relevant documents to ensure that they are GST compliant and in such a case Bidder/Contractor shall forthwith provide all such documents as may be required by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha.

## **Payments**

### **General**

Payment terms laid down in clause GCC 10 shall be applicable.

### **No Advance Payments**

No advance payment of any type (Mobilization, secured advances etc.), shall be made by the Deputy Director, Similipal South WL Division, Baripada, Odisha to the contractor.

## **7. Downloading the Tender Document; Corrigenda and Clarifications**

### **Downloading the Tender Document**

The Tender Document shall be published and be available for download as mentioned on <Http://tenderodisha.gov.in> Portal. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

### **Corrigenda/ Addenda to Tender Document**

Before the deadline for submitting bids, the Deputy Director, Similipal South WL Division, Baripada, Odisha may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same Manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the <Http://tenderodisha.gov.in> Portal for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Deputy Director, Similipal South WL Division, Baripada, Odisha may suitably extend the deadline for the bid submission, as necessary. After the Deputy Director, Similipal South WL Division, Baripada, Odisha makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid for re-submit his bid superseding the original bid within the extended time of submission.

### **Clarification on the Tender Document**

A Bidder may seek clarification of the Tender Document through <Http://tenderodisha.gov.in> Portal, provided the clarifications are raised one day before the Pre-Bid conference. The response to the clarifications (If any) shall be shared on the <Http://tenderodisha.gov.in> portal. Any modification of the Tender Document that may become necessary in view of response given to the clarification; shall be made by the Deputy Director, Similipal South WL Division, Baripada, Odisha by issuing an Addendum/ Corrigendum as per the sub-clause 6.2 above.



## 8. Pre-bid Conference

- 1) Prospective bidders interested in participating in this tender may attend a Pre-bid conference (Offline/Online) (at the venue, date and time specified hereinabove) to seek clarification to the Tender Document.
- 2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference and/or does not submit a written query through [Http://tenderodisha.gov.in](http://tenderodisha.gov.in) Portal, it shall be assumed that they have participated in this tender process only after understanding the tender document in its entirety.
- 3) Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per the format in Format 2: "Authorization for attending a Pre-bidConference" from their organization; else, they may not be allowed to participate. The pre-bid conference may also be held online or offline mode at the discretion of the **Deputy Director, Similipal South WL Division, Baripada, Odisha**. Maximum of two People from an organization will be allowed to attend the Pre-bid conference.
- 4) After the Pre-bid conference, clarifications (if required) shall be published on the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha website and on [Http://tenderodisha.gov.in](http://tenderodisha.gov.in) portal. If required, a corrigendum to the Tender Document shall be issued, containing amendments to the provision(s) of the Tender Document, which shall form integral part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the **Deputy Director, Similipal South WL Division, Baripada, Odisha** may suitably extend, as necessary, the deadline for the bid submission.

## 9. Preparation of Bids

### The bid

### Language of the bid

The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Deputy Director, Similipal South WL Division, Baripada, Odisha shall be written in English. However, the Language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

### Local Conditions and Factors

Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall have no responsibility and shall not entertain any request from the bidders in these regards.

### Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to



preparation, copying, postage, uploading, downloading, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Deputy Director, Similipal South WL Division, Baripada, Odisha may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Deputy Director, Similipal South WL Division, Baripada, Odisha shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

#### **Interpretation of Provisions of the Tender Document**

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions for remote from such context or other contrived or in between-the- lines interpretation is unacceptable.

#### **Alternative Bids not allowed**

Conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The <http://tenderodisha.gov.in> Portal shall permit only one bid to be uploaded.

#### **Documents comprising the bid:**

##### **Technical bid**

"Technical Bid" shall include inter-alia the original or scanned copies of duly inked signed or digitally signed copies of the following documents in .pdf format. .pdf documents should not be password protected. *No price details should be given or hinted in the Technical bid, in case the bidder provides any price details in technical bid, their bid shall be liable to rejected.*

1. Section - V - Technical Specification & Bill Of Material [Bom]
2. Annexure – III – Technical Compliance Sheet

##### **Financial bid**

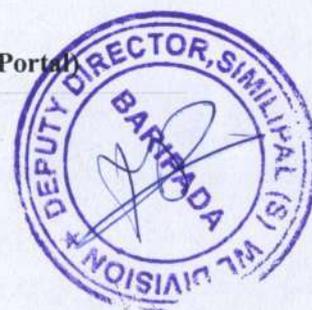
"Financial bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per Financial Bid (BOQ) Performa.

##### **Bid Validity**

- 1) Bid Life Cycle (From Publish Date) : 10 Days
- 2) Bid Offer Validity (From End Date) : 90 Days
- 3) A bid valid for a shorter period shall be rejected as nonresponsive.
- 4) If required, before the expiry of the original time limit, the **Deputy Director, Similipal South WL Division, Baripada, Odisha** may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically or as per <http://tenderodisha.gov.in> portal. A bidder may agree to or reject the request. A bidder who has agreed to the **Deputy Director, Similipal South WL Division, Baripada, Odisha** request for extension of bid validity, in no case, he shall be permitted to modify his bid.

#### **10. Signing and Uploading Bid**

**Relationship Between bidder and e Procurement Portal (<http://tenderodisha.gov.in> Portal)**



The Deputy Director, Similipal South WL Division, Baripada, Odisha is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the <http://tenderodisha.gov.in> Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions / agreements of the <http://tenderodisha.gov.in> Portal. Bidders intending to participate in the bid shall be required to register in the <http://tenderodisha.gov.in> Portal. Bidders shall settle clarifications and disputes, if any, regarding the <http://tenderodisha.gov.in> Portal directly with them.

### **Signing of bid**

The individual signing/ digitally signing the bid or any other connected documents should submit Copy of Board Resolution and/ or Power of attorney on Stamp Paper for authorize signatory, which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information. In case the bidder is awarded the contract then the person authorize by the bidder shall continue to act as the authorize representative of the bidder till the time of completion of contract. Any change in authorize signatory be informed forthwith to Deputy Director, Similipal South WL Division, Baripada, Odisha along with the relevant document of authorize signatory.

### **Submission/ uploading of Bids**

#### **Submission/ Uploading to the Portal**

- 1) No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only through <http://tenderodisha.gov.in> Portal on or before the deadline for the bid submission.
- 3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidders need to sign or up-load the Tender Document along with its corrigendum & amendments. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- 6) The Deputy Director, Similipal South WL Division, Baripada, Odisha reserves its right to call for verification originals of all such self- certified documents uploaded by any of the bidders; at any stage of evaluation, especially from the successful Bidder(s) before the issue of Purchase Order.
- 7) Bidder shall upload the price as per Financial Bid (BOQ) on <http://tenderodisha.gov.in> Portal any Zero values in the unit price column.



- 8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The Deputy Director, Similipal South WL Division, Baripada, Odisha shall not be responsible for any failure, malfunction or breakdown of the electronic system/internet issues used during the e-Tender Process at bidder's end.
- 10) The Deputy Director, Similipal South WL Division, Baripada, Odisha may extend the deadline for bids submission in which case all rights and obligations of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- 11) Bid submitted through modalities other than those stipulated in tender document shall be liable to be rejected as nonresponsive.

#### **Implied acceptance of procedures by Bidders**

Submission of bid in response to the Tender Document is deemed to be acceptance of the <http://tenderodisha.gov.in> Portal and tender procedures and terms & conditions of the Tender Document.

#### **Withdrawal of Bids**

- 1) The bidder may withdraw his bid before the bid submission
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the **Deputy Director, Similipal South WL Division, Baripada, Odisha** shall be within its right to enforce Bid Securing Declaration in addition to other punitive actions provided in the Tender Document for such misdemeanor.

#### **1. Bid Opening**

The date & time of the opening bid is as stipulated on <http://tenderodisha.gov.in> Portal.

#### **Evaluation of Bids and Award of Contract**

##### **1. General norms**

##### **a) Evaluation based only on declared criteria.**

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its bid and other allied information deemed appropriate by Deputy Director, Similipal South WL Division, Baripada, Odisha. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

##### **b) Minor Infirmary**

1. In case of any minor infirmity in the bid document of bidder, the decision of the Deputy Director, Similipal South WL Division, Baripada, Odisha shall be final in this regard.
2. Wherever necessary; Deputy Director, Similipal South WL Division, Baripada, Odisha shall convey its observation to Bidder through <http://tenderodisha.gov.in> portal asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as non-responsive.



c) **Clarification of Bids and shortfall documents**

1. During the evaluation of Technical or Financial Bids, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha may, at its discretion, but without any obligation to do so, asks Bidder to clarify its bid within 3 days. The request for clarification shall be submitted on <http://tenderodisha.gov.in> portal, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
2. **Deputy Director, Similipal South WL Division, Baripada, Odisha** may ask original documents of uploaded scanned copies. If any substantive discrepancy found between original and Scanned uploaded copies; then the bid shall be liable to be rejected as non-responsive in **Deputy Director, Similipal South WL Division, Baripada, Odisha** may enforce Bid Security declaration.
3. The **Deputy Director, Similipal South WL Division, Baripada, Odisha** reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders as per <http://tenderodisha.gov.in> procedure after the technical bid opening.

d) **Contacting DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact the Deputy Director, Similipal South WL Division, Baripada, Odisha on any matter relating to the submitted bid. If a Bidder needs to contact the Deputy Director, Similipal South WL Division, Baripada, Odisha for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Deputy Director, Similipal South WL Division, Baripada, Odisha during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation and bid shall be liable to be rejected as nonresponsive in addition to enforcement of Bid Security declaration.

4. **Evaluation of Bids**

i. **The evaluation process:**

This Tender Process comprises of two Bid system i.e. Technical and Financial Bids. Initially, only the technical bids shall be opened on the stipulated date of opening of bids. After that, the technical bids evaluation shall be done to ascertain whether and how many bids are meeting the eligibility, qualification criteria and Technical aspects. Opening of financial bids and their evaluation will be done in respect of only those bids which were submitted by those Bidders whose technical bid are declared successful after the evaluation process.

5. **Technical Evaluation**

Only substantively responsive bids shall be evaluated for technical evaluation. In evaluating the technical bid, conformity to the eligibility and qualification criteria, technical specifications of the offered Materials and Services in comparison to those specified in the Tender Document will be



ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated there-in. Bids with deviations shall be rejected as non- responsive. Deputy Director, Similipal South WL Division, Baripada, Odisha reserves its right to consider and allow minor infirmity in technical Conditions as per ITB-clause 11.1.2.

**I. Evaluation of eligibility**

Deputy Director, Similipal South WL Division, Baripada, Odisha shall determine, to its satisfaction, whether the Bidders are eligible as per NIT- clause 3 above to participate in the Tender Process. Bids that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

**II. Evaluation of Qualification Criteria**

Deputy Director, Similipal South WL Division, Baripada, Odisha shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the Contract satisfactorily as per submission in Form 4 and its Form 4.1. This determination shall, inter-alia, consider the Bidder's financial, technical or other prescribed eligibility for meeting requirements incorporated in the Tender Document.

**III. Evaluation of Conformity to Bill of Material and Technical Specifications and other parameters specified in Tender document**

Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical solution, conformity of technical specifications, parameters, and features offered vis- à-vis tendered specifications requirements, etc. If required, the short listed bidders may be asked for a detailed technical presentation, discussion on the solution and items offered in the bid. Further, TEC may ask the bidder to bring any selected items, sub items of their quoted items for technical evaluation at Deputy Director, Similipal South WL Division, Baripada, Odisha or any other location decided by TEC in specified time limit with three days. In case, bidder fails to bring their quoted items within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation. It is bidder's responsibility to showcase the desired parameter quoted in the bid by bidder. To do this, if bidder has to bring different tools, it will be responsibility of bidder to arrange at no cost to Deputy Director, Similipal South WL Division, Baripada, Odisha.

**IV. Declaration of Technical Suitable Bidders and Opening of Financial Bids**

Bids that succeed in the above technical evaluation shall be considered for financial evaluation. The list of such technically successful bidders and the date and time for the opening of their financial bids shall be declared on the <http://tenderodisha.gov.in> Portal.

**6. Evaluation of Financial Bids**

**i. Financial Bids**

1. If Quoted equal amount by two or more bidder then technical specifications overall turn of agency.
2. Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all technically qualified bids will be evaluated to determine the lowest cost (L-1) bidder.
3. The comparison of the responsive Bids shall be on Total bid price of all the Materials & Services quoted by the bidder in the price bid.



4. In line with the policies of the Government of India, as amended from time to time, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha reserves the right to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
5. Bidder must submit Price Break up {(Financial Bid (BoQ))} sheet during Bid submission process.

**i. Price Negotiation**

DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha reserves its right to negotiate with the lowest acceptable bidder (L-1) which is declared techno-commercially successful for supplying Materials and services on whom the contract would have been placed.

**2. Award of Contract**

**Rights of Tender inviting Authority**

**Right to Vary Quantities**

During the Contract period, Deputy Director, Similipal South WL Division, Baripada, Odisha reserves the right to increase or decrease the quantity of Materials originally stipulated in Section V: Technical Specification & Bill of Material [BoM], without any change in the unit prices or other terms and conditions of the bid and the Tender Document, provided this increase/ decrease shall not exceed 50 (Fifty) percent of stipulated quantities. In case of increase of quantity, Deputy Director, Similipal South WL Division, Baripada, Odisha will give reasonable notice and sufficient delivery & commissioning period.

**Signing of Non-Disclosure Agreement**

- 1) The Successful Bidder/Contractor shall sign a Non-Disclosure Agreement (NDA) with **Deputy Director, Similipal South WL Division, Baripada, Odisha** as per Form-10 and submit the same within 14 days from the date of issue of contract.
- 2) The successful bidder shall also sign a Non-Disclosure Agreement with employees who are deployed in this project during implementation and operations.
- 3) The Successful Bidder/Contractor shall ensure that all persons, employees, workers and other individuals engaged by Bidder in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Bidder unless such person is found to be suitable in such verification and Bidder shall retain the records of such verification and shall produce the same to **Deputy Director, Similipal South WL Division, Baripada, Odisha** as when requested.

**Issuance of Contract**

**Selection of Successful Bidder**



The **Deputy Director, Similipal South WL Division, Baripada, Odisha** shall award the contract to the Bidder whose bid is technically successful and L-1 bidder if its final price is found to be reasonable, as per evaluation criteria detailed in the Tender Document.

**Publication of Tender Result**

The name and address of the successful Bidder receiving the contract shall be published in the <http://tenderodisha.gov.in> Portal and notice board/ bulletin/website of the Similipal Tiger Reserve.

**3. Integrity Pact:** The bidder must comply with the Integrity Pact (IP) as a preliminary qualification



## Section III: General Conditions of Contract (GCC)

### 1. General

#### Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Materials Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Materials' shall be deemed to include the complete work i.e delivery, installation, testing, training, commissioning & warranty.
- 7) Any reference to 'Contract' shall be deemed to include all other documents) as described in GCC-clause 2.5.
- 8) Any reference to any Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time.

#### Definitions

In the contract, unless the context otherwise requires:

- 1) "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply Materials, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- 2) "Bidder" (including the term 'Bidder', 'Successful Bidder', 'Contractor', 'System Integrator', or 'service provider' in specific contexts) means any person or company, every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a Tender Process.
- 3) "Bill of Quantities" (including the term Financial Bid (BOQ)) means the financial sheet and complete Bill of Quantities forming part of the bid.
- 4) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 5) "Consignee" means the person to whom the Materials are required to be delivered as stipulated in the contract or intimated at later date.



- 6) "Contract" means and includes 'Contract issued from [www.tenderodisha.gov.in](http://www.tenderodisha.gov.in) Portal', 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or, or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor or any amendment thereof, or a 'formal agreement', under specific contexts;
- 7) "Bidder/Contractor/ Successful Bidder" (including the terms 'Supplier' or 'Service Provider', 'System Integrator', or 'Firm' or 'Vendor' or 'Bidder' under specific contexts) means the person, firm, company, with whom the contract is entered into and shall be deemed to include the contractor's successors (which is/are approved by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha), representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;
- 8) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 9) "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- 10) "Materials/ Materials & Services" (including the terms items, materials, Services in specific contexts). Any reference to Materials shall be deemed to include specific services that are Installation, Commissioning, Training, Testing, Acceptance and Maintenance etc.
- 11) "Government" means the State Government
- 12) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the Materials or services or works, and comparing the same with the specified requirement to determine conformity.
- 13) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- 14) "Parties": The parties to the contract are the "Contractor" and the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, as defined in this clause;
- 15) "Location of Delivery" the delivery location of the Materials shall be deemed to take place on delivery of the materials, at following places (as defined in Section-IV-BoM) as per the terms and conditions of the contract –
- 16) "Consignee" The consignee at his premises; or the consignee at the destination station in case of a contract stipulating for delivery of materials at the destination station.
- 17) "Procurement" (or 'Purchase', or 'Government Procurement/ Purchase') means the acquisition of Materials/ Services/ works by way of purchase, either using public funds or any other source of funds (e.g. grant etc.) of Materials, works or services or any combination thereof, by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- 18) "The Procuring Entity/Organization" means Deputy Director, Similipal South WL Division, Baripada, Odisha in its capacity as implementing agency of GoM procuring Materials & Services.
- 19) "Procurement Officer" means the officer dealing the project issuing the Tender Document for Purchase



order from <http://tenderodisha.gov.in> and/or the signing contract or etc. on behalf of the Deputy Director, Similipal South WL Division, Baripada, Odisha;

- 20) "Specification" or "Technical Specification" means the drawing/ document/ standard/Datasheets or any other details governing the supply of Materials or performance of services that prescribes the requirement to which Materials or services have to conform as per the contract.
- 21) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.
- 22) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha on <http://tenderodisha.gov.in> Portal to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
- 23) "Tender No. / -----" refers to the <http://tenderodisha.gov.in> Bid Number, Bidders should add this number same as <http://tenderodisha.gov.in> Bid Number in all documentation pertaining to this tender.
- 24) "[Http://tenderodisha.gov.in](http://tenderodisha.gov.in)Portal"; (includes e procurement) Government e Marketplace website on which this tender will be hosted and other tender related activities will be performed.
- 25) "Sites/ Remote Sites"; Locations where Material(s) will be delivered and will be located within territorial boundary of Similipal Tiger Reserve ODISHA

## 2 The Contract

### Language of Contract

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

### The Entire Agreement

The Contract to be issued on [www.tenderodisha.gov.in](http://www.tenderodisha.gov.in) portal and its related documents constitutes the entire agreement between the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha and the contractor.

### Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

### Parties

The parties to the contract are the contractor and the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, as defined in GCC-clause 1.2 above and nominated in the contract.



### **Contract Documents**

The following conditions and documents shall be considered to be an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Contract issued on [www.tenderodisha.gov.in](http://www.tenderodisha.gov.in) Portal.
- 2) Valid and authorized Amendments issued to the contract.
- 3) Final written submissions made by the contractor during negotiations, if any;
- 4) [www.tenderodisha.gov.in](http://www.tenderodisha.gov.in) (GTC i.e. General Terms and Conditions)
- 5) [www.tenderodisha.gov.in](http://www.tenderodisha.gov.in) (STC i.e. Special Terms & Conditions & ATC i.e. Additional Terms & Conditions) if any
- 6) the contractor's bid;
- 7) Forms and Formats signed and submitted by bidder
- 8) Integrity Pact
- 9) Non-Disclosure Agreement (NDA)
- 10) Modifications/ Amendments, Waivers and Forbearances
- 11) Tender Document and its amendment/Corrigendum

### **Modifications/ Amendments of Contract**

- 1) If any of the contract provisions must be modified after the contract issued, the modifications shall be made in writing and signed by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, and no modified Provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. Requests for changes and modifications may be submitted in writing by the contractor to the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. At any time during the currency of the contract, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
- 2) If the contractor does not agree to the suo-moto modifications/amendments made by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, he shall convey his views within 10 days from the date of amendment/ modification conveyed. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha unless and until the same is incorporated in a formal instrument and signed by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, and till then the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall have the right to repudiate such arrangements.



### **Waivers and Forbearances**

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha granting such waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha in enforcing any of the terms and conditions of this Contract or granting of an extension of time by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha under this Contract, neither shall any waiver by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

### **3 Governing Laws and Jurisdiction**

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Contract/Purchase Order or the contract Agreement has been issued. The courts of such a place (i.e. ODISHA ODISHA) shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

### **4 Communications**

#### **Communications**

- 1) All communications under the contract shall be served by the parties on each other in writing (Letter/email), in the English language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
- 4) Such communications would be an instruction or a notification or an acceptance or a certificate from the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, or it would be a submission or a notification from the contractor.

### **The person signing the Communications**

For all purposes of the contract, The Authorize signatory on behalf of the contractor shall sign all correspondences.



Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, there under the address of parties to which the other party shall address all communications and notices shall be:

- a) The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
- b) The address of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha presently dealing with the contract.
- c) In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Officer; Project executing officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

## **5 Contractor's Obligations and restrictions on its Rights**

### **Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business**

The Contractor must proactively keep the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

### **Obligation to Maintain Eligibility and Qualifications**

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to the Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration

### **Consequences of a breach of Obligations**

Should the contractor commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha informed. However, at its discretion, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under. The decision of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha as to any matter or thing concerning or



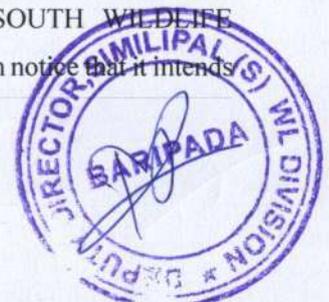
arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

#### **Assignment and Sub-contracting**

- 1) All the manpower to be deployed in project for delivery, installation, testing & commissioning and resident engineer, technical support and maintenance including onsite support should be on the payroll of the bidder/Contractor or OEM materials offered. Outsourcing of manpower will not be allowed.
- 2) The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 3) The contractor shall take prior permission in writing from DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha for any sub- contracting that contractor wish to enter into for limited Works (e.g. loading/ unloading, racking and stacking of materials(s) etc.).
- 4) If the Contractor sublets or assigns this contract or any part thereof without such permission, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under.

#### **Indemnities for breach of IPR Rights or from other issues**

- 1) the contractor shall indemnify and hold harmless, free of costs, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Materials provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
  - a) Any design, data, drawing, specification, or other documents or Materials provided or designed by the contractor for or on behalf of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha.
  - b) The installation of the Material by the contractor or the use of the Materials at the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha's Sites.
- 2) If any proceedings are brought, or any claim is made against the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha arising out of the matters referred above, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall promptly give the contractor a notice thereof. At its own expense and in the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha informed.
- 3) If the contractor fails to notify the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha within twenty-eight (28) days after receiving such notice that it intends



to conduct any such proceedings or claim, then the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall be free to conduct the same on its behalf at the risk and cost to the contractor.

- 4) At the contractor's request, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.
- 5) The Contractor shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The contractor would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, end users/ its customers against the effect of non- observance of any such laws.

### **Confidentiality and IPR Rights**

#### **IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents submitted by the contractor under this Contract shall become and remain the property of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha/ CERT-In and must not be shared with third parties or reproduced, whether in whole or part, without the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha/ CERT-In's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha/ CERT-In, together with a detailed inventory thereof.

#### **Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha/ CERT-In to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha/ CERT-In and shall not, without the prior written consent of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha/ CERT-In neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha/ CERT-In, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

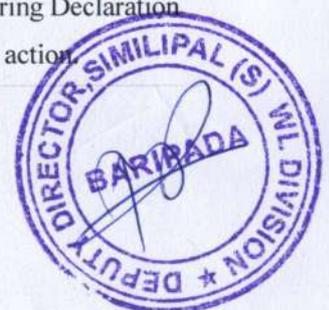
#### **Obligations of the contractor**



- 1) Without the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha/ CERT-In's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- 2) The contractor shall treat and mark all information as confidential and shall not, without the written consent of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the contractor may furnish to its holding company such documents, data, and other information it receives from the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company an undertaking of confidentiality similar to that imposed on the contractor under the above clauses.
- 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - a) now or hereafter is or enters the public domain through no fault of Contractor;
  - b) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha; or
  - c) Otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
    - a. The above provisions shall not in any way modify any undertaking of confidentiality given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
    - b. The provisions of this clause shall survive completion or termination for whatever reason of the contract.

#### **Performance Bond/ Security**

- 1) The successful bidder shall submit a Performance Security of 2% of total value of Contract within 14 days in the favor of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA, ODISHA in the Form of, DD/ FDR from the date of issuance of contract. The Performance Security in the form of Bank Guarantee, Fixed Deposit and Insurance Surety bond should be valid for a minimum period of 6 months and same can be returned to Contractor after completion of the work.
  - a) Bank Guarantee should be issued by a scheduled commercial bank in India in the prescribed form provided in Format 1.1.
- 2) If the contractor, having been called upon by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action.



- (a) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha at its discretion to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
- (b) without terminating the Contract:  
recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, or  
Treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.
- i. Contractor needs to extend the validity of Performance Security as and when asked by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha due to Extension of project timelines or if any other valid reason.
  - ii. In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
  - iii. The DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall be entitled, and it shall be lawful on his part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:  
any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha or any part thereof for any loss or damage recoverable from the contractor which the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha may suffer or be put to for reasons of or due to above defaults/ failures/ neglect.
  - iv. Subject to the sub-clause above, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall release the performance security without any interest to the contractor on completing all contractual obligations at the satisfaction of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, including the warranty obligations.
  - v. No interest will be payable by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha on any security deposit, amount forfeited, liquidated damages, SLA penalty, amount withheld any delayed payment by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha.
  - vi. **Permits, Approvals and Licenses**  
Whenever the supply of Materials and Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid.



### 3) Scope of work and Technical Specifications

#### i. The Scope of work

##### a. Supply of Machines , Equipment & Inventories

- i. This contract is for the delivery, installation, commissioning & acceptance of the Material(s) along with support and maintenance as per the description, specifications, and the quantities outlined in the tender. Contractor shall provide escalation matrix for implementation and maintenance of project.
- ii. Contractor will install, configure and integrate all Material(s) at designated sites essential and incidental to make the complete solution functional.
- iii. Material installation, commissioning is the responsibility of the Contractor. The respective Contractors Representative must actively participate in the installation & commissioning the work.
- iv. Contractor shall perform Site Survey at its own cost before installation.
- v. The goods shall be supplied in compliance to the Technical Specifications & BoM mentioned in Section V & Technical Compliance mentioned Annexure- III of the tender.
- vi. The Technical Specifications & BoM mentioned in Section V & Technical Compliance mentioned Annexure- III are the minimum requirements of tender, however higher specifications of machine may be considered subject to their cost economics i.e. competitiveness in financial terms.
- vii. After the supply of machine as mentioned in Technical Specifications & BoM mentioned in Section V & Technical Compliance mentioned Annexure- III, the bidder has to execute its installation & commissioning at the designated site and has to incur all the related expenses EXCEPT electricity connection & raw water supply connection till the plant site shall be in the scope of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA.
- viii. The awarded bidders shall have to depute expert(s) for installation & commissioning at site as and when instructed by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA. No additional charges shall be payable by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA, for installation & commissioning of equipment at site EXCEPT lodging & food facility during Installation & Training period shall be in the scope of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA
- ix. End-To-End Operation, Supply Chain & Logistic arrangements shall be established & developed by the supplier for the functioning of this project in the entire range of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA. Required Vendors shall be arranged in contracts with DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA
- x. SOP of the whole production & operation part shall be established by the supplier for project to run for long term without any intervention.

##### b. Employment Generation

- I. The Entire Project shall create local employment in the local village adjacent to Similipal.
- II. All the local labours shall be employed if any for this project shall be from forest dependent



communities, local villagers only. No outside labours shall be deployed for this project.

**c. Operation Training & Skill Development:**

- I. The End-To-End Training for the operational part including Production, Supply Chain, Inventory & Cash Management, Logistic shall be provided by the supplier to the local staff of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA as designated to this project
- II. The supplier will be required to provide the above skill development training to all the local labours as designated to this project by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA for at least 10-15 days after installation & commissioning of the project.
- III. Any additional local labour / qualified project manager with the payroll of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA if required for operating this project shall be interviewed & hired by the supplier on behalf of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA. Training to such labours & manager shall also be provided for at least 10-15 days by the supplier after installation & commissioning of the project.
- IV. Training should cover the all the plant & field operations, maintenance, supply chain, logistic, inventory management, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for successful functioning of this entire project shall be provided to at site, by the supplier.
- V. Once all the arrangements and training are done, the project will be handed over for the management to any designated officer of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA for reporting.

**d. Annual Maintenance Contract [AMC] – 1 Year**

The supplier will have to provide Annual Maintenance Contract [AMC] for plant & machineries for the period of 1 Year. The AMC shall cover following

- I. Plant Premises [Building-Room] Maintenance for Fungal/Leakage etc.
- II. Preventive Maintenance for normal wear & tear of all the plant machineries.
- III. Renewal of all the Government License as applicable for this project.
- IV. Scheduled Maintenance which shall cover change of purification filter quarterly or as per their usage.
- V. Quarterly water quality testing from Govt. Approved Lab & submission of the test report to STR-MH.
- VI. All the periodic visit & travel charges of Quality Engineer if any breakdown or service
- VII. SIMILIPAL Customized Glass Bottles for this project shall be available with the bidder and will be supplied by the awarded bidder for any future procurement need by the purchaser for a period of AMC i.e. 1 years without any change/degradation in the quality. The demand for procurement shall be communicated by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA periodically to the bidder with mutually agreed rate of supply at the prevailing time.



**ii. Technical Specifications and Standards**

The Materials & Services to be provided by the contractor under this contract shall conform to the technical specifications mentioned in in Section V & Technical Compliance mentioned Annexure- III for standards and requirements where no applicable specifications are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable.

The Materials supplied shall be:

- i. Entirely brand new and unused.
- ii. The bidders should give clause-by-clause compliance for the technical specification of the materials along with cross reference of individual points from product data sheet/ literature which is to be submitted in their technical bids

**iii. Process Manual Document**

The awarded unit shall provide technical document like process manual, operation and maintenance manual etc. in English language & in Local Language.

**4) Inspection and Quality Assurance**

**i. Tests and Inspections**

DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha or its representative shall have the right to inspect or to test the Materials to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspecting authority at no charge to DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha.

**ii. Consequence of Rejection**

Upon the Materials being rejected by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall be at liberty to:

Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 15 days of the date of intimation of such rejection. The decision of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha in this regard shall be final in all respects. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Materials without being entitled to any extra payment on that.

**iii. DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha's right of Rejection of Inspected Materials**

- i. Materials accepted by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha's right to reject the same later if found deficient concerning 'Technical Specifications'.



## 5) Transfer of Assets

### i. Transfer of Assets

The ownership of the supplied Materials along with its warranty and all other associated rights shall be transferred within 30 days to DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA after successful Commissioning by contractor and Acceptance of sites by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. All the risks, responsibilities, liabilities thereof in respect of all Materials at each site shall remain with contractor till handover to this authority. Contractor shall provide following documents during handover of assets for individual sites:

- i. Bill of Material
- ii. Warranty certificates if Any
- iii. Duly received Delivery Challan of locations
- iv. Acceptance reports
- v. Any other document specified by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha

## 6) Terms of Delivery and delays

Delivery means Delivery, installation, & commissioning of supplied Material (s) unless stipulated otherwise.

### i. Effective Date of Contract

The effective date of the contract shall be the date on which it has been issued by issued by [www.tenderodisha.gov.in](http://www.tenderodisha.gov.in) Portal. The dates of deliveries shall be counted from the date of contract.

### ii. Time is the Essence of the contract

The time for and the date for delivering the Materials stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended period, if any.

### iii. Locations of Delivery

The tentative Locations where the Materials are to be delivered is stipulated in Section V – Technical Specification & Bill of Material [BoM]

### iv. Terms of Delivery installation, commissioning

1. All Materials & Services shall be offered at site including logistics, transportation, loading/unloading, installation & commissioning. Cost of the same shall be included in offer price. All aspects of safe delivery shall be the exclusive responsibility of the contractor.
2. Any changes in locations shall also be confirmed at the time of release of Purchase order/Contract. Contractor should obtain list of locations from DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha at the time of signing of Contract and adhere to the same. DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha reserve the right to change of location before delivery of Materials (s) to designated locations.



3. The contractor shall deliver the consignment at the place/ places as detailed in the Bid/contract, the quantities of the Materials detailed therein, and the Materials shall be delivered not later than the dates stipulated in the Bid/contract. The delivery shall not be complete unless the materials are inspected and accepted by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA, ODISHA or by any designated officer as provided in the contract.
4. The contractor fails to dispatch the Materials before the expiry of the delivery period then contractor must apply to DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha in writing to extend the delivery period and only if approved by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha then only dispatch the balance quantity in specified delivery time limit. If the contractor delivers the Materials without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha.
5. Contractor shall complete the delivery, installation, testing and commissioning of all the materials(s) at all sites within 60 days from the date of issuance of Contract.

**v. Delay in the contractor's performance**

If the contractor fails to deliver the Materials (s) or delays in provision of Services (e.g. installation, commissioning, maintenance etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha may without prejudice to his other rights:

- (1) recover from the contractor liquidated damages as per clause 9.6(2) below, and/or
- (2) Treat the delay as a breach of contract as per GCC clause 12.1 below and avail all the remedies therein.

**vi. Extension of Delivery Period and Liquidated Damages:**

- i. The original Delivery Period may be re-scheduled by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha without any Liquidated damages if such reschedule is warranted due to Force Majeure conditions Mentioned below clause no. 9.7 and also on the ground/reasons of delay attributable to the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. In all other cases, if any extension is given then same shall attract LD as given in below sub clause.
- ii. **Liquidated Damages (LD) for delayed delivery of Materials:** If the Contractor fails to complete delivery, installation, commissioning, etc. of Materials (s) as per timelines specified in the contract, then in such a case DEPUTY DIRECTOR, SIMILIPAL SOUTH



WILDLIFE DIVISION, BARIPADA Odisha would be entitled to impose the Liquidated Damages for the delay @ 1% of the value of total Material(s) at non-commissioned sites per week or part of the week of delayed period. Liquidated Damages shall not exceed 10% of the total contract value. In case, delay beyond 10 weeks, DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1.

- iii. DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha will serve a notice duly accompanied by a preliminary calculation sheet to the contractor against whom levy of LD is proposed. In case the contractor is not satisfied/agree with
  - (i) the reason/grounds for which leaving of LD is proposed and/or
  - (ii) Method of calculation of amount of LD.
- iv. then Contractor may submit a representation to DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha within the stipulated timeline (as indicated in the notice i.e. 15 days) clearly mentioning his claims, ground of such claims etc. along with all the documents (self-certified) supporting his claims. The decision of DG, EI shall be final and binding in this matter.
- v. Waiver from LD may be considered only if the contractor submits a written representation to DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha within the stipulated time (as indicated in the notice i.e. 15 days) on receipt of such notice of imposition of LD issued by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. Decision of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha in the matter shall be final and binding.

**vii. Force Majeure:**

- i. On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Material(s) and services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above remains in force for 90 days or more at any time, then in such a case either party shall have the option to terminate the contract on <sup>expiry of 90</sup> days of commencement of such force majeure by giving 14 days' notice to the other party.



in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

- ii. Notwithstanding the remedial provisions contained in GCC-clause 9.6 (2) or 12.1.1, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

**10. Prices and Payments Terms:**

1. Payments to contractor shall be made through NEFT only. The Contractor shall provide necessary information/documents for receipt of payment through NEFT.
2. The Contractor shall submit its claim for payment in writing along with relevant documents, as stipulated in Contract and a manner as also specified therein.
3. The documents which the Contractor has to furnish while claiming payment are:
  - a. Original Invoice (GST Compliant format) with serial no of each item.
  - b. Delivery Challan/ Measurement Book duly received (sign & Stamped from concerned officer) for all Works.
  - c. Licenses
  - d. Warranty document if any.
  - e. Any other document specified by DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha during the course of project.
4. **The payment terms are:**
  - a. Payment of the project will be made on per site basis, after successful delivery, Installation, commissioning and acceptance at each site.
  - b. Payment will be made as mentioned below:

Stage No.	Description (Annexure I)	Stage Payment (%)
1	On award and acceptance of Tender	50%
2	After Delivery and installation of all project machineries & Final Test and Trial	40%
3	After 20 days of expected functioning of the project with hiring & training of local labours deployed for this project.	10%
4	Payment of AMC Cost [Per Year] [Additional Contract If any]	Monthly

- c. DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha will deduct LD, SLA penalty and other recoveries (if any) before releasing any payments.

**11 ARBITRATION**

**12 Defaults, Breaches, Termination, and closure of Contract Termination due to Breach, Default, and Insolvency**

**Defaults and Breach of Contract**



In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honor his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia

1. **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Materials and services or fails to perform any other contractual obligations (obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha.
2. **Insolvency:** If the contractor shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment, or
3. **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

**Notice for Default:**

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed Recoveries that may become due on invoking contractual remedies.

**Terminations for Default**

**Notice for Termination for Default:**

1. In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, if sodecided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
2. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha after that.
3. Unless otherwise instructed by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, the contractor shall continue to perform the contract to the extent not terminated.
4. All warranty obligations, if any, shall continue to survive despite the termination.
5. Contractual Remedies for Breaches/Defaults or Termination for Default



If there is an unsatisfactory resolution of the issues raised in the 'Notice of Default' within the period specified in the notice, then DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha may take any one; or more of the following contractual remedies.

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Recover liquidated damages for delays.
- 3) Encase and/ or Forfeit performance or other contractual securities.
- 4) Debar the contractor from participation in future procurements as follows:
  - i. DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha may debar the contractor or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment
  - ii. Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

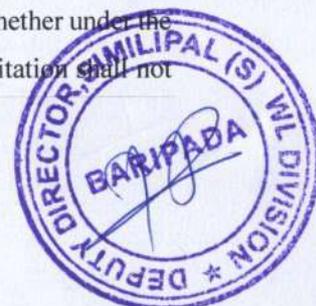
5) **Risk and Cost Procurement:** In addition to termination for default, the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall be entitled, and it shall be lawful on his part, to procure Materials and services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within nine months from the breach of Contract. The Contractor shall be liable for any loss which the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. It shall not be necessary for the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha to notify the contractor of such procurement. It shall, however, be at the discretion of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

*Note: Regarding the Materials which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be twelve months instead of nine months provided above.*

- 6) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

#### **Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the contractor to the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, whether under the contract, in tort or otherwise, shall not exceed the total Contract value, provided that this limitation shall not



apply to the cost of repairing or replacing defective materials, or to any obligation of the contractor to indemnify the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha concerning IPR infringement.

**Termination for Default/ Convenience of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha**

**Notice for Determination of Contract**

1. The DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha reserves the right to terminate the contract, in whole or in part for its (the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha's) convenience, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
2. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3. Unless otherwise instructed by the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha, the contractor shall continue to perform the contract to the extent not terminated.
4. All warranty obligations, shall continue to survive despite the termination.

**Closure of Contract**

**No Claim Certificate and Release of Contract Securities**

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha requesting the release of its contractual securities, if any. The DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha under or arising out of this Contract, nor shall the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favor of the DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA Odisha. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

**Closure of Contract**

**The contract shall stand closed upon**

1. Successful performance of all obligations by both parties, including completion of warranty obligations and final payment.
2. Termination and settlements after that, if any, as per clause 12.1 or 12.2 above.



## SECTION IV: QUALIFICATION CRITERIA

### Bidder's General Qualification Criteria & Documents Submission

1. The eligible registered contractors / registered firms/ Consortium firms are required to upload the following documents along with the Technical Bid failing which their bids shall be summarily / outrightly rejected and will not be considered any further.
  - (a) Copy of the EMD or MSMEs Registration Certificate
  - (b) Copy of the valid Registration Certificate
  - (c) Copy of the GST registration Certificate
  - (d) Copy of PAN Card in the name of Firm/ self-proprietorship etc., else duly notarized affidavit confirming ownership/ self-proprietorship to be provided for.
  - (e) Last Three Years Annual Turnover – CA Certified [FY-2022-23, FY 2023-24 & FY 2024-25]
  - (f) Last Three Years Average Annual Turnover – CA Certified [FY-2022-23, FY 2023-24 & FY 2024-25]
  - (g) IT return filed for last Three financial years (FY 2022-23, FY 2023-24 & FY 2024-25)
  - (h) The Tenderer should not have been debarred/blacklisted as supplier of the same or similar goods or services by Forest Department or any other Department of the Government of India or any State Government (**Upload Non-Debarred/Blacklisted or any illegal offence on Rs. 100/- stamp paper with Notarized**).

2. Bidders must fill up the following Annexures and upload the documents as part of technical bid

#### Annexures (To be filled, digitally signed, and uploaded by Bidders)

- a) Annexure I : Undertaking & Application Letter by the Bidder
- b) Annexure II : Checklist & Data Sheet for bidder [For uploading Documents]
- c) Annexure III : Technical Specifications & Bill of Material - Compliance
- d) Annexure IV : General Eligibility & Additional Qualification Criteria – Compliance
- e) Annexure V : Draft Agreement – Works Contract
- f) Past Work Experience statement with supporting documents.
- g) Financial bid – BOQ Sheet (**Only priced Financial Sheet i.e. BOQ in .xls** shall be uploaded with technical bid).
- h) Signed tender document along with its all corrigendum and addendums.

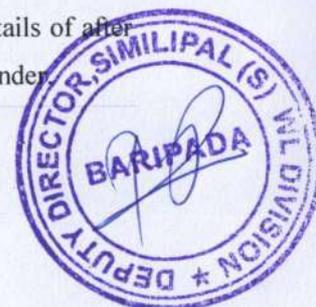
### 1. TECHNO COMMERCIAL ELIGIBILITY CRITERIA

#### A. COMMERCIAL CRITERIA

1. Bidder should be a legally registered Proprietorship Firm / Partnership Firm / HUF/ Ltd. Company having necessary certificate as applicable. Technical Committee will measure eligibility of such supplier.
2. Submission of the Tender shall be considered as deemed guarantee for availability of spare parts and consumables for a period of minimum Five years from the date of supply.



3. Bidder should submit brief self-introduction including past work with any Government agency for similar nature [Copy of Work Order or Supply Invoices to be uploaded/Attached]
4. The bidder should have a minimum three years of experience in supply of glass water bottles & serving eco-friendly drinking water as per the technical specifications mentioned in Section V & Annexure-III to any reusable glass bottled water project preferably at any considerably large tourist place having more than 2 lakhs visitors per year.
5. Supply to Government / Semi-Government Departments will be preferred.
6. Bidder with technical know-how for providing additional assistance on Inventory control and supply chain management, cleaning SOPs for glass bottles, and safety compliance measures for their handling and Stacking will be preferred. [Copy of Invoice/Work Order and Work Completion Certificate related to supply and service of glass bottled water provided in past]
7. In order to ensure sufficient technical experience and capability of timely execution of the Contract (if awarded), the bidding firm should have average annual turnover of Rs. 10 Lakhs per annum for last three years i.e. FY-2022-23, FY 2023-24 & FY 2024-25. It should be CA certified.
8. Preference will be given to Indian MSME Registered Manufacturer under the GOI "Make in India" Initiative. The Bidder must have supplied reusable glass bottled water service to any government or tourist place before.
9. The Make in India Goods will be preferred, In case of foreign manufactured goods are imported, the tenderer must furnish an undertaking that the goods are legally imported in the country.
10. The Tenderer should not have been debarred/blacklisted as supplier of the same or similar goods by Forest Department or any other Department of the Government of India or any State Government (Upload Non-Debarred/Blacklisted or any illegal offence on Rs. 100/- stamp paper with Notarized).
11. Bidder should also submit Annexure – IV: General eligibility & additional qualification criteria as part of this Section IV of the Tender Document.
12. In the event of a single bidder, evaluation authorities will have right to award the Contract once fully satisfied with technical compliance of such bidder.
13. The DEPUTY DIRECTOR - Similipal Tiger Reserve, Odisha the right to select any tenderer on the ground of experience, the clients and other matters which can infuse confidence that selected tenderer can complete the order within the given time. Buyer reserves the right to accept or reject any bid without assigning any reason whatsoever and reserves right to place a direct order on a reputed brand having supplied similar boats in past.
14. The Make in India plant & machineries will be preferred, In case of a foreign manufactured parts are imported, the tenderer must furnish an undertaking that the goods are legally imported in the country.
15. The Tenderer should not have been debarred as supplier of the same or similar goods by Forest Department or any other Department of the Government of India or any State Government.
16. The tenderer shall have necessary after sales service facilities with factory - trained team of technicians for repairs and services of machines. Relevant details about the service team along with details of after sales service organization chart, qualification of technicians to be submitted along with the tender.



17. Preference will be given to Indian MSME Registered Manufacturer under the GOI "Make in India" Initiative. The Bidder must have supplied reusable glass bottled water service to any government or tourist place before.
18. The tenderer shall have a valid GST and PAN number
19. Bidders having NSIC registration / MSMe Registration / Startup Registration are eligible for Earnest Money Deposit and Tender Fee Waiver subject to submission of valid certificate copy.
20. The Deputy Director, Similipal Tiger Reserve, Odisha the right to select any tenderer on the ground of experience, the clients and other matters which can infuse confidence that selected tenderer can complete the order within the given time.
21. In the event of a single bidder, evaluation authorities will have right to award the Contract once fully satisfied with technical compliance of such bidder.
22. The bidder should ensure that his service team and required spares are available throughout the maintenance period. Down time due to boat breakdown should not be more than 30 days during a year.

#### **B. TECHNICAL CRITERIA**

Following Technical credentials will apply directly to a Bidder. Necessary proof of compliance be attached for perusal of Technical Committee.

1. All Technical Compliance should be confirmed as per SECTION V - TECHNICAL SPECIFICATION & BILL OF MATERIAL [BoM]
2. Other Technical Compliance should be confirmed as per Annexure III : Technical Compliance Sheet
3. Warranty Certificate should be attached for One Year.
4. Necessary principal machine designs & glass bottle inventory should be readily available with supplier upon award of Contract.
5. The Artwork Design should be owned by a bidder to ensure no IPR infringement issues.



## Section-V: Technical Specification & Bill of Material [BoM]

### Detailed requirements and technical specifications & compliance for machines, equipment & Inventories for Eco-Friendly Drinking Water Project on Turnkey Basis

1. One set of total solution of reusable glass bottled water plant along with operational inventories
2. The plant shall be customized & designed as per the need of SIMILIPAL Tourism.
3. One set of end-to-end eco-friendly drinking water plant will be comprising of following machines, equipment & inventories:

- 1. Water storage Tank: 2 Nos. [Capacity: 1000 Ltrs.]**

Construction: Totally Stainless Steel 304 grade

- 2. Reverse Osmosis / Nano Particle based Water Purification Plant Unit : 1 Nos**

Capacity : 250 LPH,

Construction : Stainless Steel 304 grade

Usage : Water Filtration with Zero Mineral Waste.

Working : The Filtration Mechanism is constructed with Nano particle based membrane with six filtration parameters mounted on a ground table. This nano particle filtration technology is used for elimination bacterial contents from the raw water.

Provision required : All parameters should be set digital monitoring screen and all output data related to TDS & FLOW etc. should be displayed digitally on the screen.

- 3. Pre Cleaning Bottle Soaking & Cap Washing Unit - 2 Nos**

Capacity : 600 BPD

Construction : Totally Stainless Steel 304 grade

Usage : Glass Bottle Hot Water Soaking  
Dust Removal , Neck Cleaning & Label Removal.

Working : Tub size with heater attached.  
Brushes provided for additional cleaning

- 4. Semi-Automatic Glass Bottle Brush Cleaning Unit: 1 Nos.**

Capacity : 600 BPD

Construction : Totally Stainless Steel 304 grade

Usage : Glass Bottle Brushing – Inside

Working : Double Nozzle machine fitted with Electrical Motor and Electricals (reputed make),



**5. Semi-Automatic Glass Bottle Hot & Cold Water Sanitization Unit : 1 Nos.**

Capacity	:	600 BPD
Construction	:	Totally Stainless Steel 304 Grade
Usage	:	Glass Bottle inside & Outside washing
Working	:	6/8 Fixture Mechanism fitted with Electrical Motor with connecting pipe & accessories.
Electrical	:	starter, Switch.
	:	Hot Water Pump with connecting pipe & accessories.
	:	Electrical starter, Switch.

**6. Glass Bottle UV Disinfection Unit : [Along With Filling Line]**

Capacity	:	1000 BPD
Construction	:	Totally Stainless Steel 304 Grade with UV Lights
Usage	:	Glass Bottle Disinfection
Working	:	UV Treatment before filling.

**7. Semi-Automatic Filling Unit: 1 Nos.**

Capacity	:	1000 BPD
Construction	:	Totally Stainless Steel 304 grade
Usage	:	Glass Bottle Filling
Working	:	Dual Nozzle machine fitted with Electrical Motor and Electricals (reputed make), Water Pump with connecting pipe & accessories. Electrical starter, switch, overload protector.

**8. Glass Bottle Containers: 2 Months Project Running Inventory with Customized Similipal Artwork – 1500 Nos.**

Capacity	:	750ml with wide mouth for sanitization
Construction	:	Pharma & Cosmetic Ultra Clear Grade Quality
Usage	:	Drinking Water Container
Design	:	Ergonomic and leak-proof
Working	:	Reusable Model
Lid	:	Steel
Quantity	:	As per the schedule planning of SIMILIPAL

**9. Glass Bottle Handling Crates: Required for handling above glass bottles with Similipal Logo – 125 Nos**

Material	:	HDPE – Durable
Capacity	:	12 Bottles/Crate
Design	:	As per Simiipal Logo



Quantity : As per the schedule planning of Similipal

**10. Glass Bottle Refridgerated Storage : Required for chilled storage of above glass bottles with Glass Door Display – 5 Nos**

Material : Celfrost / Blue Star  
Capacity : 110 Bottles per VC Cooler at a time  
Design : Glass Door Display for Tourists  
Temperature Withhold : Upto 55 degree

**11. Complete set of project accessories including the following:**

1. Refrigeration Unit – All Entry Gates [5 nos] [VC Coolers of Reputed Brands]
2. Glass Handling Crates – Required 1 Set [As per Project Inventory Management]
3. All tools for Installation & Maintenance – 1 Set.
4. Quality Inspection Units – 2Nos.
5. Other Misc. Accessories & Safety Equipment for Production.

**12.** Spares to maintain the normal operations of machines & equipment & inventory for one year. Ensure the spares list include all the items/ parts those are required to bereplaced during the course of normal running of machine, due to their wear& tear

**13.** Plant FSSAI Registration in the name of SIMILIPAL TIGER RESERVE”

**14.** Establishing Standard Procedure [SOP] for Production & Supply Chain Management Protocols.

**Delivery Locations**

Sr. no.	Material Detail	Location
1.	Design, Supply, Installation & Implementation of Eco-Friendly Drinking Water Project on Turnkey Basis in Similipal Tiger Reserve, ODISHA	Devkund Gate, Similipal Tiger Reserve, ODISHA, ODISHA



**ANNEXURE –I**

**(Undertaking from Bidder – On Official Letterhead of the Bidder)**

**(Application for Tender)**

To,

**DEPUTY DIRECTOR,  
SIMILIPAL SOUTH WILDLIFE DIVISION, ODISHA**

**Subject: Tender for “Design, Supply, Installation & Implementation of Eco-Friendly Drinking Water Project on Turnkey Basis in Similipal Tiger Reserve, Odisha with one year AMC.”**

Dear Sir,

Kindly accept our application for Supply of Design, Supply, Installation & Implementation of Eco-Friendly Drinking Water Project on Turnkey Basis in Similipal Tiger Reserve, ODISHA.. We are submitting application and details as per your prescribed document.

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

1. Section – I - Notice Inviting Tender
2. Section – II - Instruction to The Tenderer
3. Section – III - GCC of The Tender
4. Section – IV – Qualification Criteria
5. Section – V - Technical Specifications & BoM

I/We .....do hereby submit the above tender in prescribed formats duly completed in all respects in accordance with the conditions applicable. If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully followed the instructions and I/We have understood the existing system of supply at the location(s) of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the purchaser based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

I/ We declare that our unit has never made any default in supplying the machine/ equipment to Government / Semi Government/ Central or State Public sector enterprise(s) in terms of quality and financial agreed supply conditions.



Any notice required to be served on me/us shall be sufficiently served on me/us by post(registered or ordinary) or courier or left at my/our address furnished herein.

.....  
.....  
.....  
.....

I/We fully understand the terms and conditions in the tender documents.

I/We understood that the purchaser is not bound to accept any proposal that it may receive without assigning any reason.

Dated this.....day of 2026

**Name & Signature of the authorized bidder with stamp Contact details of authorized person of bidder who have signed the tender.**

Name.....

Designation.....

Phone (office).....

Phone (Mobile).....

Email.....



**ANNEXURE – II**

**CHECKLIST & DATA SHEET FOR BIDDER**

1.	Name of the Organization	
2.	Name of the authorized person	
3.	Address and contact Numbers	
4.	Year of establishment, GST Registration etc any document.	<u>Attach necessary documents</u>
5.	Tender Fees & EMD Details / Exemption Certificate [Attach MSME / Udhog Adhaar / Startup – DIPP Certificate]	<u>Attach necessary documents</u>
6.	PAN of Bidder	<u>Attach necessary documents</u>
7.	Certificate of Registration [Incorporation / Partnership Deed etc]	<u>Attach necessary documents</u>
8.	Last Three Years Annual Turnover – CA Certified [FY-2022-23, FY 2023-24 & FY 2024-25]	<u>Attach necessary documents</u>
9.	Last Three Years Average Annual Turnover – CA Certified [FY-2022-23, FY 2023-24 & FY 2024-25]	<u>Attach necessary documents</u>
10.	Technical Compliance [Annexure- III]	<u>Attach necessary documents</u>
11.	General Eligibility & Techno-Commercial Criteria Compliance [Annexure IV]	<u>Attach necessary documents</u>
12.	Warranty Certificate	<u>Attach necessary documents</u>
13.	Past Work Experience Statement with Supporting Evidence.	<u>Attach necessary documents</u>
14.	Financial BOQ	<u>Attach necessary documents</u>
15.	Signed & Accepted Tender Document	<u>Attach necessary documents</u>

**Name & Signature of the authorized bidder with stamp Contact details of authorized person of bidder who have signed the tender.**

Name.....

Designation.....

Phone (office).....

E mail.....



**ANNEXURE III**

**TECHNICAL COMPLIANCE SHEET**

1. Tender Ref. No:.....
2. Name of Bidder: .....
3. Complete office address of Bidder: .....
4. Confirmation of acceptance of Technical parameters compliance for the supply of machine, equipment & inventories.

Sr. No.	Technical Specification	Requirement	Compliance
1	Water Purifying Technology	Reverse Osmosis & Nano Technology Based [Where RO is not required] Water Purification as per WHO Norms.	
2	Production Capacity	600 BPD	
4	Installation	Ground Mount Type	
5	Sanitization Technology	Pharma Grade Glass Bottle Semi-Auto Sanitization Machine [Capacity : 600 BPD]	
6	Bottle Cleaning Machine	Brush Type Inside Washing Machine	
7	Output TDS Range	100 – 200	
8	% Water Recovery	100% Water [No Water Waste] during Filtration. [In scenario where RO is not required]	
9	Glass Bottle Handling Equipment	Customized Durable Plastic Crates with load carrying capacity up to 15 kgs. each	
10	Water Chilling System	Refrigeration System at distribution gates with temperature withhold up to 55 degree	
11	Glass bottle Disinfection Unit	Ultraviolet (UV) lamp based Inside & Outside Disinfection Machine	
12	Water filling Mechanism	Semi-Auto Filling Machine	
14	Quality Check	Inspection Tables with Visibility Lights	
15	Other features	a) Fully automatic operation that shall allow the purifier to begin purification whenever water level in the purified waterstorage tank falls below maximum, and stop when the tank is filled or when there is no inlet water supply. b) Filter Change Alarm/indicator. c) High-powered UV lamp with UV fail alarm / indicator.	
14	Warranty	Minimum One year with two free services which should include mandatory replacement of filters etc. as required. Attach details of two free services to be provided.	
13	Certifications	FSSAI [In the name of Similipal] Plant Machineries as per BIS Standard Water Quality Certificate Food Grade Quality Certificate for Glass Bottles TDS & PH Level Certificate	
15	Glass Bottles	Material: Ultra clear Glass with Durable PP Cap Capacity: 750 ml with wide mouth for sanitization	



		Design: Ergonomic and leak-proof & Food Grade Quantity: As per the schedule planning of Similipal. Food Grade Certificate	
16	Crates	Material : HDPE Capacity : 12 Bottles/Crate Design : As per Similipal Logo Quantity : As per the schedule planning of Similipal	
17	Refrigeration	Make : Celfrost/Blue Star Capacity : 110 Bottles per Refrigerator at a time Display type: VC Cooler Temperature Withhold : Upto 55 degree	

I/We as bidder certify that:

- a. The tender shall remain valid for acceptance for 30 days from the date of opening the Tender of the tender.
- b. Agree to offer services for warranty on the machine, equipment & inventories supplied through this tender for one year.
- c. Agree to install, commission and impart onsite training to the designated personnel of purchase for 15 working days.

Further confirm that we agree with the terms and conditions specified in "Instructions to Tenderers" and if selected, the execution of supplies would be made in compliance.

**Name & Signature of the authorized bidder with stamp Contact details of authorized person of bidder who have signed the tender.**

Name.....  
 Designation.....  
 Phone (office).....  
 Phone (Mobile).....  
 E mail.....



**ANNEXURE IV**

**GENERAL ELIGIBILITY & TECHNO-COMMERCIAL CRITERIA – COMPLIANCE**

SR	CRITERIA	REQUIREMENT	COMPLIANCE
1.	General Eligibility	Section – IV : Qualification Criteria & Document Submission	
2.	Valid Registration Certificate	Copy of Certificate of Incorporation / Partnership Deed etc	
3.	Valid GST Registration	GST Certificate	
4.	Valid PAN	Copy of PAN	
5.	Valid MSME Certificate	For EMD Exemption	
6.	Make in India Goods	Minimum 70% of Raw Material should be sourced from India.	
7.	Past work experience with Government Organization without any default	Supply to any goods or service to any Government/ Semi-government organization without any default	
8.	Supply of similar goods & services to any organization involved in similar nature of activity.	Goods supplied / Works done in accordance with the technical specifications mentioned as per Annexure-III to any public tourist place involved in similar nature of activity. i.e. reusable glass bottled water	
9.	Technical Know-how for after sale support	Past work experience for executing similar work contract along with glass bottle handling, cleaning, inventory control & supply chain management.	
10.	Average annual turnover of last three years	Should not be less than 10 lakhs. CA Certified.	
11.	Annual turnover of last Three financial years	Should not be less than 25% of the tender value. CA Certified.	
12.	ITR Filed for last Three years	ITR Copy of [FY 2022-23, FY 2023-24 & FY 2024-25]	
13.	Non-Debarred/Blacklisted or Illegal offence Self-Declaration on Rs. 100/- Stamp Paper with Notarized	Non-Debarred/Blacklisted or Illegal offence Self-Declaration on Rs. 100/- Stamp Paper with Notarized	

Name & Signature of the authorized bidder with stamp  
Contact details of authorized person of bidder  
**who have signed the tender.**

Name.....

Designation.....

Phone (Mobile).....

E mail.....



**ANNEXURE V**

**DRAFT AGREEMENT**

This agreement made at ..... this ..... day of .....between .....Deputy Director, Similipal South Wildlife Division, Baripada, Mayurbhanj, Odisha hereinafter referred to as the 'Board' which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns on the one part.

AND

M/s. .... having its office at ..... through Shri ..... designation .....(hereinafter referred to as the Supplier Whose expression unless repugnant to the context and meaning thereof includes its assigns, successors and administrations on the other part.

WHEREAS the Board invited Tender for supply & service of ----- on the terms and conditions envisaged in the terms schedule issued with the Tender Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Document, while submitting his offer.

AND WHEREAS the Board accepted the offer submitted by the supplier vide its letter of acceptance no. ....dated ..... in consideration of the premises and the mutual premises and undertakings hereinafter specified and for other good and valuable consideration this agreement witness and is hereby agreed on the conditions of the Tender. The following documents shall form and be constructed a part of the Agreement Deed:-

- a. The Tender submitted by the supplier including all the annexure attached thereto.
- b. Schedule of specifications for supply of items as per Schedule IV & Annexure III
- c. The tender submitted by the supplier.
- d. The rates mentioned in acceptance letter.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of DEPUTY DIRECTOR, SIMILIPAL SOUTH WILDLIFE DIVISION, BARIPADA, MAYURBHANJ, ODISHA of the Board shall be final.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year referred to above.

For Supplier..... For.....

Deputy Director,  
Similipal South WL Division, Baripada  
Signature with Office Seal ----- (-----)

Witnesses	Witnesses
1.	1.
2.	2.

