

**Tender No. 11 /2023-24**

**TENDER DOCUMENT**

**FOR**

**Design, Supply, Installation and Commissioning of AI Based System  
for Reduction of Human-Elephant Conflict their Protection and  
Monitoring Forest Range of Angul Forest Division**

**ESTIMATED COST: - Rs. 1.6181 Crores (APPROX.)**

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

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OFFICE OF THE DIVISIONAL FOREST OFFICER, ANGUL DIVISION, ANGUL  
**Tender Call Notice**

At/Po- ANGUL, Dist- ANGUL, Odisha-759122, E-mail ID- dfoangul@gmail.com,  
dfo.angul@odisha.gov.in Phone No- 8895641929

Letter No. *1623* /1F-2023 Dt. 23<sup>th</sup> February, 2024

Divisional Forest Officer, Angul Division invites offline bids in single stage under two bid system, viz., technical bid and financial bid from only companies in corporate under the Companies Act 1956 or the Companies Act 2013 having its office in Odisha for Design, Supply, Installation and Commissioning of AI Based System for Reduction of Human-Elephant Conflict their Protection and Monitoring Forest Range of Angul Forest Division.

**2. Document Download:**

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

Memo No. *1624* dt. 23.02.2024

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

Encl: As above.

  
Divisional Forest Officer,  
Angul Division.

Memo No. *1625* dt. 23.02.2024

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


Encl: As above.

  
Divisional Forest Officer,  
Angul Division.

Memo No. 1626 dt. 23.02.2024

Copy along with its enclosure submitted to the Additional Principal Chief Conservator of Forests, (IT&GIS), Office of the Principal Chief Conservator of Forests, Odisha, Bhubaneswar for information and necessary action. He is requested to upload the Tender Notice in the Website of PCCF, Odisha at an early date.

Encl: As above.

  
Divisional Forest Officer,  
Angul Division.

Memo No. 1627 dt. 23.02.2024

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

Encl: As above.

  
Divisional Forest Officer,  
Angul Division.

Memo No. 1628 dt. 23.02.2024

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

Encl: As above.

  
Divisional Forest Officer,  
Angul Division.

Memo No. 1629 dt. 23.02.2024

Copy along with its enclosure forwarded to the All Range Officer, Angul for information and necessary action. He is instructed to display the Tender on Notice Boards.

Encl: As above.

  
Divisional Forest Officer,  
Angul Division

## 2. Abridged Version for Publication in Newspaper



OFFICE OF THE DIVISIONAL FOREST OFFICER, ANGUL DIVISION

At/Po- Angul, Dist- Angul, Odisha-759122,

E-mail ID- dfoangul@gmail.com, dfo.angul@odisha.gov.in Tel- 06671-224237

### **Tender Inviting Notice for Design, Supply, Installation and Commissioning of AI Based System for Reduction of Human-Elephant Conflict their Protection and Monitoring Forest Range of Angul Forest Division**

Ref: - Tender Letter No. 11 /1F-2023 Dt. 23.02.2024

Divisional Forest Officer, Angul Division invites bids from from only companies in corporate under the Companies Act 1956 or the Companies Act 2013 having its office in Odisha for Design, Supply, Installation and Commissioning of AI Based System for Reduction of Human-Elephant Conflict their Protection and Monitoring Forest Range of Angul Forest Division.

1	Tender Publishing Date	<b>23.02.2024</b>
2	Bid Document Download Start Date	<b>23.02.2024</b>
3	Bid Submission Start Date	<b>23.02.2024</b>
4	Last date for Bid Clarification	<b>05.03.2024</b>
5	Bid Submission End Date	<b>05.03.2024, 05.00 PM</b>
6	Bid Opening Date	<b>06.03.2024</b>

For more information visit <http://www.angul.nic.in> or <http://www.odishaforest.in>

#### **Bid Submission:**

Bids shall be submitted offline only at O/o the Divisional Forest Office, Angul Division Tenderer/ Bidder are advised to follow the instruction “Instructions to Bidder for offline Bid Submission.

- Such tender paper as downloaded shall be accompanied with all required documents, GSTIN No. & GST clearance certificate, companies license and it must be submitted/ put into the tender box kept in the office of the undersigned latest by 05.00 PM on 05.03.2024.
- Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.

### **Submission of Tender:**

5. The tender shall be submitted offline in Tender Box in Two parts, viz., technical bid and financial bid in one seal cover mentioning name, address of the bidder and items name for which biddings are made.
6. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents.
7. The officers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
8. Divisional Forest Officer, Angul reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the tender documents, without assigning any reason, whatsoever.
9. The Bidder/Tenderer can access tender documents on the PCCF Odisha and Angul district website, fill them with all relevant information and submit the completed tender document along with the EMD and tender paper cost for Rs. 1180/-(cost 1000/- + GST-18%-180/-). A hard copy of the filled Tender document with the relevant attachments should be submitted within the dateline.

### **TECHNICAL BID**

10. The following signed and scanned copies of documents are to be furnished by the bidder along with Technical Bid as per the tender document:
  - i) Registration certificate as per existing norms (indicating the legal status—company/partnership firm/proprietorship concern, etc.);
  - ii) GST and PAN Card Registration Certificates;
  - iii) Income Tax Returns filed for the last three consecutive financial years;
  - iv) Proof of experience of supplying the quoted items to the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (copies of two Purchase Orders issued during each of the last three years to be attached);
  - v) Audited Profit & Loss Account Statements for the last three financial years;
  - vi) Besides above, following are also required:
    - (a) Price Bid Undertaking as per Annexure-IV,
    - (b) Tender Acceptance letter as per Annexure-V,
    - (c) Declaration regarding blacklisting or otherwise as per Annexure-VI, and
    - (d) Letter of Authorization for attending the Bid Opening as per Annexure-VII.
    - (e) Technical Data Sheet as mentioned Annexure-II
    - (f) EMD 4,50,000/-for each Product in form of DD/Bank Draft/ Securities

  
Divisional Forest Officer,  
Angul Forest Division.

**Priority Segments**

S.No	Division	Range	Priority Area Name	Total Area Desired for Monitoring
1	Angul	Angul	Saharagoda	50-70 sq kms
2	Angul	Bantala	Talaberena	50-70 sq kms
<b>Control Rooms</b>				
S.No	Division	Range	Control Room Location	GPS
1	Angul	Angul, Bantala	DFO Office, Angul	20°50'16.96"N , 85° 5'50.88"E

**Google Map Snapshots for most Vulnerable sector for desired monitoring in the Angul Forest Division**



## **INSTRUCTIONS TO THE BIDDERS**

### **1. Definitions**

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

### **2. Bid Document**

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

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

### **3. Minimum Eligibility Criteria:-**

Bidders should:-

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

The Financial/Price Bids for the bidder whose Technical Bids found complete and conform the eligibility criteria, shall be opened.

### **4. Documents/Certificates**

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

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



## 5. Clarification on Bid document

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

## 6. Amendment of Bid document

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

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

## 7. Rejection of incomplete and conditional tenders

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

## 8. Non transferability

This tender is non transferable.

## 9. Documents comprising the bid

9.1 The Bid should consist of all the documents/certificates as mentioned in Clause 4 of Instructions to the Bidders, price bids, etc., required.

9.2 The bids shall comprise of (i) technical bid and (ii) the financial bid:

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

## 10. Bid Prices

10.1 The rates should be quoted in Indian Rupees only in words as well as figures. GST as applicable should be quoted separately. **If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.**

10.2 Only one price should be quoted for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.

10.3 Rates/prices should be valid for one year from the date of signing of the agreement. Rates/Prices shall remain fixed during the entire period of contract, i.e., one year. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid with an adjustable price quotation will be treated as non responsive and will be rejected.

10.4 Prices should be quoted FoD basis (Free delivery) only.

## **11. Period of validity of bids**

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

## **12. Signing of the bids**

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

## **13. Deadline for submission of bids**

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

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

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

## **14. Bid Opening**

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

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

## **15. Clarification of Bids**

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

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

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

15.4 The documentary evidence for meeting the eligibility criteria must mandatorily be submitted along with offer.

Only those bidders who have submitted required documents (Minimum Eligibility Criteria) and who meet the Minimum Eligibility Criteria as mentioned above and as determined by the Tender Scrutiny Committee (TSC) shall be considered for further technical evaluation.

16.1 Technical Evaluation System(TES)

The Bidders should enclose documentary evidence for fulfilling the following Technical Evaluation Criteria. The Tender Scrutiny Committee (TSC) will evaluate the bids as per the below criteria. Bidders qualifying for TES need to make a presentation for clause 3.3.4.

Clause	Criteria/Sub-Criteria	Marking Systems	Maximum Marks
16.1	<p>Bidder Turnover</p> <p>Average turn over in last five financial years (FY 2017-2018, FY2018-2019, FY2019-2020, FY2020-2021, FY2021-2022) for a Single bidder/ Primary Partner of Bidding Consortium</p> <p>Supporting Document to be provided:</p> <p>Extracts from the audited Balance sheet and Profit &amp; Loss statement.</p> <p>--OR--</p> <p>Certificate from CA (With CA's Registration Number/Seal)</p> <p>For current year, provisional statements are acceptable</p>	<p>Below INR 1 Cr :0 Marks</p> <p>Between INR 1 Cr to INR 2 Cr :5 marks</p> <p>Greater than INR 2 Cr :10 marks</p>	10

Clause	Criteria/Sub-Criteria	Marking Systems	Maximum Marks
16.2	<p>Technology Leadership Team Team Leader</p> <p>i. B. Tech / B.E or equivalent degree in Computer Science /IT/Any other Engineering discipline is desirable.</p> <p>ii. Project Management Certification(PMP/Prince2 / Six Sigma / ITIL / Agile) is desirable</p> <p>Supporting Documents to be provided- alongwithAnnexure3</p>	<p>Experience of executing Artificial Intelligence based surveillance projects in wildlife.(Work orders/POs)</p> <p>No Project: - 0 marks One project:5marks More than one projects: 10marks</p> <p>(MaximumMarks:10)</p>	10
16.3	<p>Team Members</p> <p>i. B. Tech / B.E or equivalent degree in Computer Science / IT / any other Engineering discipline is desirable.</p> <p>ii. Overall experience of at least one year in Artificial Intelligence and implementation is desirable</p> <p>Supporting documents to be provided:alongwithannexure 3</p>	<p>AI expertise of team members in AI-based design and AI-based project implementation.</p> <ul style="list-style-type: none"> <li>• 1to3members–1mark</li> <li>• 3to5members–3marks</li> <li>• morethan5members–5marks</li> </ul> <p>Qualitative assessment would be out of submitted resumes based on the above parameters for their suitability for proposed role.</p>	5
16.4	<p>Technical Presentation</p> <p>Approach to the solution in the field demonstration for</p> <ul style="list-style-type: none"> <li>• Understanding of project requirements</li> <li>• Necessary</li> </ul>	<p>Marks will be awarded out of 100 and, later the secured marks will be scaled to 75.</p> <p>A detailed technical presentation is to be made covering the following with a total of 75 marks allocated to it:</p> <ol style="list-style-type: none"> <li>1. Deployment plan with details of operation &amp; maintenance – 10 marks</li> <li>2. System Architecture that covers Capacity to handhold the Forest</li> </ol>	75

Clause	Criteria/Sub-Criteria	Marking Systems	Maximum Marks
	<p>Implementation strategy and resources required</p> <ul style="list-style-type: none"> <li>• Proposed Solution and Technical Architecture</li> </ul>	<p>Department, data security, data privacy, and scalability–5marks</p> <p>3. Software topology–5marks</p> <p>4. Software modules–5marks</p> <p>5. Surveillance plan–5marks</p> <p>6. AI application details–15marks</p> <p>7. Live feed management–5marks</p> <p>8. Alert management and dissemination–5marks</p> <p>9. Command and control–5marks</p> <p>10. Hardware spec of the camera system (proven capability) with all safety and international quality standards &amp; compliances and assured warranty–15marks</p> <ul style="list-style-type: none"> <li>• 5+ years of product warranty (Project related to wildlife surveillance and monitoring) &amp; existence (15marks)</li> <li>• 5 to 3 years of product warranty (Project related to wildlife surveillance and monitoring) &amp; existence (10marks)</li> <li>• 3 to 1 year of product warranty (Project related to wildlife surveillance and monitoring) &amp; existence (5marks)</li> <li>• Less than 1 year product warranty (2marks)</li> </ul>	
Total Marks			100

The bidder shall be required to get at least 70 marks out of 100 marks to qualify for next stage i.e. opening of the financial bids.

**1.1 Valuation of technical proposal:**

TSC will evaluate whether all the points/ requirements mentioned in the TENDER DOCUMENT are understood and addressed well. TSC will also evaluate whether the implementation methodology is in line with the requirement. The bidder must make a technical presentation and live demonstration of projects as per clause 3.3.4 to the TSC.

To declare a bidder as technically qualified, the bidder has to score a minimum of 70 marks based on the above said clause 3.3 (TES) and the financial bids of only those bidders who score 70 or above in the TES shall be opened.

**1.2 Final Evaluation of Bid**

The Final Evaluation will be done on Quality-cum-Cost-Based-System (QCBS) with the weightage of Technical & Price Bid score in the ratio 70:30. The final evaluation shall be done as described below,

The marks scored in Technical Bid will be evaluated as follows:

$$TN = TB / TMAX * 100$$

TN = Normalized technical score of the bidder under consideration  
TB = Evaluated technical score for the bidder under consideration  
TMAX = Maximum technical score for any bidder

For Technically Qualified Bidders, the financial scores will be calculated as

$$FN = FMIN / FB * 100$$

W

FN = Normalized financial score of the bidder under consideration

FB = Evaluated cost for the bidder under consideration

FMIN = Minimum evaluated cost for any bidder

Both the Technical Bid score& Price Bid score will be added to arrive at the total score as follows:

$$BN=0.7 *TN+0.3 *FN$$

Where

BN = Overall score of bidders under consideration

TN = Normalized technical score for the bidder under consideration

FN = Normalized financial score of the bidder under consideration

The total mark will be arranged in the descending order. The Highest scorer (H1) will be declared as the Successful Bidder

## 2 Bid Preparation and Submission

### 2.1 Cost of Bid

The Bidder should bear all costs associated with the preparation and submission of Bids. Odisha Forest Department will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

- 17.1 The Purchaser shall carry out the evaluation solely based on the uploaded certificates/documents in the e-procurement system.
- 17.2 The competent authority or a committee constituted by him shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.
- 17.3 Prior to financial evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 17.4 A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

## **18. Financial evaluation and comparison of substantially technically responsive bids**

- 18.1 The Purchaser shall carry out the evaluation solely based on the uploaded schedule of rates (price bids) in the e-procurement system.
- 18.2 The financial bids of technically qualified bidders only will be recommended for opening and consideration by the Competent Committee/Purchase Committee/Authority.
- 18.2.1 The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; (iv) the bids are generally in order, etc.
- 18.2.2 The purchaser shall shortlist those who are eligible and submitted substantially technical responsive bids for opening of financial bid. The names of the successful bidders will be displayed on the Notice Board of the DFO, Angul. Such successful bidders may like to attend the financial bid opening. The date, time and venue of the financial bid opening will be intimated to the successful bidders. The financial bids of unsuccessful bidders would not be opened.
- 18.3 A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

## **19. Contacting the Purchasers**

- 19.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.
- 19.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **20. Award of Contract Award Criteria**

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

## **21. Right to accept/reject any or all Bids**

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



## **22. Signing of Agreement**

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

## **TERMS & CONDITIONS**

### **1. Application**

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

### **2. Standards**

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

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

### **3. Liquidated damages**

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

### **4. Force Majeure**

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

## **5. Termination for Default**

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

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

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

## **6. Termination for Insolvency**

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

## **7. Settlement of disputes**

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

## **8. Mode of Payment**

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

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

## **9. Change in quantity**

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

## **10. Agreement**

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

## **11. Purchaser's Rights**

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

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

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

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

## **12. Frequency of Purchase orders/ Delivery**

12.1 Purchase Orders (POs) will be issued as and when demand arises. The delivery has to be effected within 10 working days. However, Divisional Forest Officer, Angul reserve the right to get the supply immediately depending upon the urgent requirement especially during Parliament Session. The name and mobile number of the nodal person, who can be contacted at any time, even beyond office hours and on holidays should be provided to this office. In case, the firm fails to supply the required quantity within stipulated period of time from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for blacklisting the firm may also be taken.

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

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

**13. Penalty for substandard / inferior quality**

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

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

**14. Validity of rates**

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

**15. Supply in original packing**

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

**16. Guarantee/Warrantee**

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

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

**17. General/Others**

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

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

## ANNEXURE-I

### INSTRUCTIONS FOR OFFLINE BID SUBMISSION

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

More information useful for submitting Divisional Forest Officer, Angul

#### SUBMISSION OF BIDS

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

#### ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender vide Telephone no. 8895641929.
-

ANNEXURE-II  
TECHNICAL BIDS

INFORMATION AND DOCUMENTS TO BE SUBMITTED

**TECHNICAL BID COVERING LETTER**

Date: dd/mm/yyyy

To,

Subject : Request for Proposal for Design, Supply, Installation and Commissioning of AI Based System for Reduction of Human-Elephant Conflict their Protection and Monitoring Forest Range of Angul Forest Division

Ref: TENDER No.<<.....>>dated<<.....>>

Dear Sir,

I(in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of “Request for Proposal for Design, Supply, Installation and Commissioning of AI Based System for Reduction of Human-Elephant Conflict their Protection and Monitoring Forest Range of Angul Forest Division” do hereby propose to provide our services as specified in the bids submitted by us.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the TENDER documents. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to ODISHA FOREST DEPARTMENT accurate, verifiable and complete. This response includes all information necessary to ensure that the statements there in do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 5(a) of the TENDER DOCUMENT.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid

---

you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by ODISHA FOREST DEPARTMENT.

Thanking you,

Yours sincerely,

(Signature of the Primary partner) Printed Name Designation

Seal Date:

Place:

Business Address:

---



## ***BIDDER'S FINANCIAL TURNOVER***

The financial turn over of the company has to be provided as per the following table:

<b>Sl No.</b>	<b>FY-2020-21</b>	<b>FY2021-22</b>	<b>FY2022-23</b>	<b>Average Turnover (Last3years)</b>

- i. Copy of audited financial statements or declaration from the appointed statutory auditor/CA to be provided as proof of the financial turnover.
  - ii. Positive net worth of the last Three (3) financial years as on 31.03.2024. Copy of self-certified statutory audit or certificate to be submitted along with the bid.
-

## ***CREDENTIALS SUMMARY***

<b>S No.</b>	<b>Project Name</b>	<b>Client Name</b>	<b>Client Type</b>	<b>Project Value (in INR)</b>	<b>Project Components</b>	<b>Documentary evidence provided (Yes or No)</b>	<b>Project Status (Completed or Ongoing or With held)</b>
<b>1</b>							
<b>2</b>							
<b>3</b>							
<b>4</b>							

- Client type–Indicate whether the client is Government or Public Sector Undertaking or Private
  - Project Components – Indicate the major project components like setting up of Network Operations Center, Wide Area Network, city/public Wi-Fi, application development for security surveillance, command and control center, Maintenance, Hardware procurement and deployment, Domain controller setup and maintenance, Facility management services, provisioning manpower, IT support and maintenance
  - Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
  - Project Status–Completed (date of project completion) or Ongoing (project start date)
-

## ***DETAILED PROPOSED SOLUTION***

### **Structure of Proposed Solution**

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

S No	Item
1	<b>Understanding of requirement and Implementation approach</b>
	Understanding of requirements
	Work Plan & its adequacy
2	<b>Robustness and quality</b>
	End to end integrated solution proposed
	Hardware deployment and integration approach encompassing all solutions
	Timelines and modalities for implementation in a time bound manner
	Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of all back strategy and planning during rollout
	Any other are relevant to the scope of work and other requirements of the project
3	<b>Assessment of Manpower deployment, Training and Handholding plan</b>
	Deployment strategy of Manpower
	Contingency management
	Mobilization of existing resources and additional resources as required
	Training and handholding strategy

## ***PROJECT PLAN***

Within seven calendar days of Effective Date of the Signing of the contract, MSI shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The designated authority and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which MSI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool set to be used for

---

quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plans shall not relieve MSI of any of his duties or responsibilities under the Contract.

If MSI's work plans necessitate a disruption/ shutdown in designated authority's operation, the plans shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Anytime and cost arising due to failure of MSI to develop/adhere such a work plan shall be to his account.

A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines						
Sl.No	Item of Activity	Month wise Program				
		1	2	3	4	5
1	Project Plan					
1.1	Activity 1					
1.2	Sub-Activity 1					
.....	....					

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & mile stones as per their bid.

## **MANPOWERPLAN**

### **TillGo-Live(Implementation)**

<b>Manpowerdistribution</b>							
S.No.	Name	Role	<b>Monthwisetime tobespentby eachpersonnel(indays)Total</b>				
			Month1	Month2	Month3	Month4	Month5

### **AfterGo-Live(Freewarrantyperiodof12months)**

<b>Manpowerdistribution</b>								
S.No.	Name	Role	<b>Monthwisetime tobespentby eachpersonnel(indays)Total</b>					
			Month1	Month2	Month3	..	..	Month12

Note: Including a support team (should be present in the field 24x7) for assessing the functioning of the surveillance system, for a period of one year after go-live, till the field team gather knowledge and skill on the Operations.

### **After12months freewarranty period (Operation & Maintenance)**

<b>Yearwise Manpower distribution</b>				
S.No.	Manpower/Role	<b>Years</b>		
		Year1	Year2	Year3

**TECHNOLOGY/LEADERSHIPTEAM**

***Summary of Resource persons proposed***

S No.	Name of the Resource person	Proposed Role	Highest degree	Basic Qualification (E.g.B.Sc.or B.E. or MCA or Diploma)	Certifications(e.g. PMI or ITILor TOGAF or CCNPetc.)	Total Experience (in years)
1.						
2.						

**Team Leader**

S. No	Name of Team leader	Experience of executing AI based Surveillance Project (No. of Projects)	Work orders/POs with completion certificate/ Letter from the project owner(Yes/No)(If Yes Enclose the certificate)

***Team Members***

S No	No. of TeamMembers	Over all AI experience including AI based Design experience and AI based projectImplementationexperience (inyears)*	Remarks

**Supporting Team Members**

S No	Total No. of Supporting Team Members	Over all AI experience (in years)*	Design exper (in years)*	AI projectImplement experience(inyears)*

***\*Supporting Documents should be attached***

*Note: For each key technical team personnel (including supporting team), the Curriculum vita should be separately submitted as follows*

## ***CURRICULUMVITAE(CV)***

### **Curriculum Vitae(CV)ofTeamLeader/TeamMembers/SupportingTeamMembers**

1.	<b>Name:</b>				
2	Photooftheperson(Across the photo, technicalperson needtosign)				
3	Proposedpositionor role	<i>(onlyonecandidateshallbenominatedforeachposition)</i>			
4	Proposed Responsibilities in the Project				
5.	Date of Birth		Nationality		
6.	Education	Qualification	Name of School or College Or University	Degree Obtained	Yearof Passing
7	YearsofExperience				
8.	Areas of Expertiseand of years ofexperiencein thisarea	<i>(as required for the Profile)</i>			
9.	Numberofyearswith thecurrentcompany				
10.	Certificationsand Trainingattended				
11.	EmploymentRecord	Emp	Position	From	To
12.	[Startingwithpresentpositionandlast2firms,listinreverseorder,givingforeachemployment:dateof employment,nameofemployingorganization,positionsheld.]				
13.	Numberofcompletelifecycleimplementations carriedout				
14.	Pastassignmentdetails (Foreachassignmentprovidedetailsregardingname ganizationsworkedfor,designation responsibilities, tenure)				
15.	<b>Prior experience in AI and its implementation</b> Project name Client Key project features in brief Location of the proj Designation Role				

	Responsibilities and activitiesDurationofthe proj (Pleaseprovideonlyrelevantprojects)	
	<b>PriorexperienceindesigningAI solution</b> Project nameClient KeyprojectfeaturesinbriefLocation of the projectDesignation Role Responsibilities and activitiesDurationofthe proj (Pleaseprovideonlyrelevantprojects)	
	Proficientinlanguages(Againsteachlanguage listedindicateifspeak/read/write)	
	SignatureoftheTechnicalperson	



***Relevant Work Undertaken that best illustrates the experience as required for the Role***

<b>Project1</b>	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	
<b>Project2</b>	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

**COMPLIANCE TO REQUIREMENT (TECHNICAL/FUNCTIONAL SPECIFICATIONS)**

The bidder should provide compliance to the requirement specifications (both technical and functional). The same should be reproduced here, and compliance against each requirement line item should be marked.

**MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date: dd/mm/yyyy To,

Subject: Manufacturer's Authorization Form Ref: TENDER No. <<.....>> dated <<.....>>

Dear Sir,

We (Name of the OEM) who are established and reputable manufacturers of (List of Goods) having factories or product development centre at the locations or as per list attached, do hereby authorize (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against TENDER No. Dated for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by (Name of the Bidder) as per requirements and for the duration of contract as specified in this TENDER.

We also confirm that our offered product will not be end of life for minimum of 30 months from the date of bidding and the support for such offered product/s will be available for minimum of 5 years from the due date of bidding.

Thanking you,

Yours faithfully,  
(Signature)

For and on behalf of: (Name of the OEM)

Authorized  
Signatory

Name:  
Designation:  
Place:  
Date:

---

***ANTI-COLLISION CERTIFICATE***

[Certificate should be provided by Primary partner and on letter head]

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal Design, Supply, Installation and Commissioning of AI Based System for Reduction of Human-Elephant Conflict their Protection and Monitoring Forest Range of Angul Forest Division, we have not acted in concert or in collision with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Primary partner)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**ANNEXURE-III**  
**Formats for Submission of the Financial Bid**

***Total Price Summary***

S. No	Details of Specifications	Unit	Quantity proposed	Unit Cost (in Rs)	Amount(in Rs)
<b>A</b>	<b>Field Equipments</b>				
1	The list of field equipments to be added based on the proposal of the bidder				
2					
3					
...					
<b>B</b>	<b>In Building Command &amp; Control Related Equipment</b>				
1	The list of field equipments to be Added based on the proposal of the bidder				
2					
3					
...					
<b>C</b>	<b>Operation and Maintenance</b>				
N1	Support team to assist the ODISHA FOREST DEPARTMENT 24x7 for assessing the functioning of the Surveillance system for a period of one year after go-live/ project implementation				
N2	Operation and Maintenance cost For 3years after free warranty periodof12 months				

ANNEXURE -IV

PRICE BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

.....  
.....

To,

Divisional Forest Officer  
Angul Division.

Dear Sir/Madam,

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

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

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

Yours faithfully,

Signature of authorized Representative with date

ANNEXURE -V

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date

:..... To,

The Divisional Forest Officer,  
Angul Forest Division.

Dear Sir,

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-VI

DECLARATION

(To be given on Company Letter Head)

To

The Divisional Forest Officer,  
Angul Forest Division.

Dear Sir,

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

Yours faithfully,

(Signature of the Bidder)

Name:

Date: Designation with Seal of the Firm

ANNEXURE -VII

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

(To be given on Company Letter Head)

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

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

Name specimen signature

Alternate representative

Name specimen signature

Signature of the bidder Or

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



ANNEXURE-VIII

PERFORMANCE SECURITY BOND FORM

In consideration of the Divisional Forest Officer Angul (hereinafter called having agreed to exempt ----- (Hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement No. ----- Dated ----- made between ----- and -----

- for the supply of ----- (Hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor

(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the Bank) -----

----- (hereinafter referred to as 'the Bank' ) at the request of -----

----- contractor (s) do hereby undertake to pay to the DFO,Angul an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the DFO, Angul by reason of any breach by the said Contractor(S) of any the terms or conditions contained in the said Agreement.

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

3 We undertake to pay to the DFO,Angul any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier (s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond shall be valid discharge of our liability for payment there under and the contractor (s)/ supplier (s) shall have not claim against use for making such payment.

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

----- (DFO,Angul) certifies that the terms and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

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

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

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

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

For -----  
(Indicate the name of the Bank )

Witnesses:- 1.

ANNEXURE-IX

SPECIMEN AGREEMENT

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

---

The agreement is made on this.....day of .....2023 between M/s..... herein referred to as the contractor carrying on business under the name and style of M/s.....of the one part and The Divisional Forest Officer, Angul Forest Division. , acting through the The Divisional Forest Officer, Angul Forest Division, herein after referred to as the other part whereas the said contractor has agreed with The Divisional Forest Officer, Angul Forest Division, for supply of required items in conformity with the requirements & specifications.

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

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

6. shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
7. The Performance Security Deposit (PSD) is liable to be forfeited by the Divisional Forest Officer without any prejudice to any other rights and remedies of Divisional Forest Officer in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.
8. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.

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

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

Signature of the authorized official of the Signature of the authorized official of Company/Firm  
Divisional Forest Officer,

Angul Forest Division.

Signature:	Signature:
Name:	Name :
Address :	Address :

WITNESSES

- 1.
- 2.