TENDER NOTICE FOR PROCUREMENT OF IRON GABBION WITH FIBRE NET

SEALED Tenders are invited from the reputed and Registered Suppliers/Manufacturers/Authorised Persons/ Firms etc. for supply of Iron Gabbions with fibre net for use as Tree guard for planted seedlings around Bhubaneswar City. The specification and size of gabbions along with details are available in Terms and conditions of supply. The tender shall be received in the office of the undersigned at Plot No. 217/218, Satyanagar, Bhubaneswar up to 3pm of 06.07.2019 and shall be opened on the same day after 4pm in presence of the tenderers or their authorized representatives. The terms and conditions along with the Tender schedule can be obtained from the office of the undersigned on payment of Rs. 10,000.00 + GST towards the cost of tender paper (Non refundable) during office hours. They may also download the same from O.F.D.C. website:- www.odishafdc.com and can submit the same in Division Office on or before the schedule date along with the Bank Draft/Pay order of Rs. 10,000.00 + GST as the cost of the such Tender Paper. Each tender form should be accompanied with EMD of Rs. 2,50,000.00 in shape of Demand Draft drawn in favour of Odisha Forest Development Corporation Ltd., payable at Bhubaneswar. For further details, please contact the office of the undersigned, at Plot No. 217/218 Satyanagar, Bhubaneswar.

For ODISHA FOREST DEVELOPMENT CORPORATION LTD.

Divisional Manager
Bhubaneswar (PL) Division
TENDER NOTICE CUM TERMS AND CONDITIONS FOR SUPPLY OF IRON GABIONS WITH FIBER NET FOR USE IN AVENUE PLANTATION TO BE RAISED BY BHUBANESWAR (PL) DIVISION DURING 2019-20.

DISCLAIMER

The information contained in this tender document provided by or on behalf of (OFDC) to Bidder(s), are based on the terms and conditions set out in this Tender Document. The purpose of this document is to supply with information that may be useful to bidders in making their technical and financial offers pursuant to the "Bid". The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OFDC, its employees make no representation or warranty and shall have no liability to any person, including any bidder under any law, statue, rules or regulations or tort, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise. OFDC may in its absolute discretion reserves the right to reject, cancel, terminate, change or modify all or any of the Bidders or Bids at any time without assigning any reason whatsoever or providing any notice and without accepting any liability for the same. The Bidder shall bear all its costs associated with or relating to the tender. Submission of bid document by the tenderer shall be deemed to have been done after careful study and examination of the documents. The response should be full and complete in all respect. Incomplete or partial response is liable to be rejected.

1. Sealed tenderers in the prescribed form are invited from the reputed and registered manufacturers / authorised persons Suppliers / Firms etc. by the undersigned for supply of iron gabions with fiber net for the plantation site in and around Bhubaneswar city as per the details mentioned in the tender schedule. The requirement of fiber gabion are about 20,000 Nos. approximately. The sealed tenders by the above categories of tenderers is to be submitted through Regd. Post / Speed Post / or can be deposited in the tender Box kept in the Office of the undersigned.

2. The prescribed tender papers along with terms and conditions can be obtained from the Office of the undersigned on payment of Rs.10,000/- (Rupees Ten Thousand) Only + GST which amount is non-refundable. The tenderers who are not able to collect the tender papers and terms and conditions from the Division Office, they may download the same from OFDC website and can submit the same in the Division Office on or before the schedule date along with Bank draft / pay order of Rs.10,000/- as the cost of the such tender paper.

3. The tenders completed in all respect shall be received in the Office of the undersigned up to 3 PM of Dt.06.07.2019. No documents in respect of the said tender shall be entertained beyond the schedule date and time mentioned above. The tenders will be opened on the same day i.e. on Dt.06.07.2019 at 4 P.M. in the Office of the undersigned in presence of the tenderers or one of their authorised representatives duly authorised for the said purpose. Absence of the tenderer/ their authorised representative will however not be a bar for the undersigned to open the tender on the schedule time mentioned above. All corrections and interpolation in the tender paper should be duly attested by the tenderer before submission of the tender and in no circumstances the tenderer will be allowed to make any addition or alteration in the tender paper after he submitted the same. In support of purchase of tender paper the required money receipt should also be enclosed along with the tender paper without which the tender will not be accepted. The Corporation will not be held responsible for any postal delay or

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lose of documents in transit of submission of tender papers. If tender received through posts after due
date and time of closure of tender it will not be accepted and for such non-acceptance of tender the
undersigned should not be held responsible for such postal delay. Conditional tender of any nature shall
not be accepted. The undersigned reserves the right to accept / reject any or all tenders, split up the
scope among eligible bidders / tenderers depending upon the situation for cancellation the tender
altogether without assigning any reason thereof.

4. Each tender should accompany with an EMD of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand)
Only in shape of A/c payee Bank draft / Demand draft drawn on nationalised Bank in favour of the D.M.,
OFDC Ltd, Bhubaneswar Plantation Division payable at Bhubaneswar, failing which the tender will not be
accepted. The successful tenderer shall have to deposit 5% of the rate finalised as the performance
security within seven days of finalisation of tender. The EMD of the successful tenderer shall be adjusted
against the Security Deposit and in case of unsuccessful tenderer the EMD will be refunded without any
interest immediately after closure of the bidding procedure. The SSI units who have valid Registration
shall be allowed to deposit 25% of the prescribed EMD.

5. **BID EVALUATION:**

There shall be a two stage evaluation process i.e. one technical bid which shall be opened and
evaluated first. Those who will qualify in the technical bid in that case the 2nd i.e. the price bid of such
successful tenderer will be considered thereafter. The tender papers should be submitted in two
separate sealed envelope containing the EMD, Technical bid and Price bid in each envelope and must
be sealed and the said two envelope be kept in a third envelope and sealed. The tenderers / bidders
should mentioned in the top of the envelope “Tender for 2019 for supply of iron gabbion with
fiber net” and it should be addressed to the Divisional Manager, OFDC Ltd, Bhubaneswar Plantation
Division, Plot No-217/218, Satya Nagar, Bhubaneswar. Each envelope should be properly marked with
a content i.e. EMD, Technical bid and Price bid. Preference will be given to inside supplier having GST
registration.

**PER-QUALIFICATION CRITERIA**

The tenderer / bidder should have experience for supply of such materials to Government
(Both Centre / State) and other Govt. body for last three years within a period of last five years.
Total turnover of the tenderer/ bidder over three years should be at least 2.5 Crore (If any
years in during last five years with a cut off date as on Dt.31.03.19)

6. **a) TECHNICAL BID:**

The bidder must submit the followings along with the technical bid.

i) EMD as per tender document.

ii) Manufacture Registration Certificate if he is a manufacture.

iii) Authorization from manufacture if the tenderer / bidder is an authorised person.

iv) Latest GST/ Sales Tax Clearance Certificate from the appropriate authority.

v) Copy of Regd. NO./ Address/ Location etc. of the fabrication unit.

vi) Experience Certificate about supply to Central / State Govt. and other Public Sector
undertaking during the last three years within a period of last five years.

vii) The tenderer has to submit GST registration / IT return / authenticated audited balance sheet
duly certified by a Chartered Account for last three consecutive years staring from 2016-17 to

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viii) Documentary evidence in support of turnover.
ix) Money receipt / Bank draft in support of purchase of tender paper.
x) Tenders submitted without the above technical requirements shall be liable for rejection. Only the bidders found qualified in Technical bid will be invited for opening of the price bid.

b) PRICE BID:
i) The price bid of the tenderers who have duly qualified in the Technical bid will be opened and examined to award the order for supply.
ii) Original price bid duly filled in, signed and stamped on each page shall be submitted. Any price breakup (If required) must be submitted separately. The rate offered by the bidder shall be clearly written in English (Hand written and typed) both in words and figures and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by bidder the interpretation by OFDC shall be final and binding on the bidder.
iii) Insertion, postscript, addition and alternation shall not be accepted after submission of the bid.
iv) The bidder should quote the rate / per piece plus Taxes (GST) in the bid sheet.

7. Bidders are advised to submit the tender, basing strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case. Entire tender documents duly signed and stamped (In each pages) by the tenderer.

8. OFDC will award the contract to the successful bidder whose bid (Offered/ Evaluated) has been found the lowest i.e. on L-1 basis.

9. UNIT RATE:
Rates should be quoted piece basis with taxes and carrying charges to the plantation sites in and around Bhubaneswar City.
The size of the gabions tree guards follows:
Height 8’ 25mm Flat leg 3nos. (25mm X 6mm)
3 piece ring 25mm 6’ length each (6’ X 3nos.) = 18’ (25mm X 6mm)
Name plate 12” X 6” fixed on the top ring.

SPECIFICATION OF NET:

1. Must be suitable for outdoor application.
2. Height – 1.8 mtr. to circumscribe the gabbion from inside.
3. Aperture Shape-hexagonal.

10. The tender rates finalized will remain valid upto 30.09.2019. There may be increase / decrease in requirement of gabions according to volume of work allotted for which the Contractor / Supplier shall not dispute to carry out the work at the rate fixed or finalized.

11. The tender rates finalized will remain valid upto 30.09.2019 a date as would be allowed / declared by the competent authority of O.F.D.C. Ltd.

12. The tenderer will not be eligible to rescind or withdraw his offer from the date of tender to the date of final acceptance by the competent authority which shall not exceed more than 60 days from the date of tender.
13. The Divisional Manager of Bhubaneswar [PL] Division has the right to reject any or all tenders or part thereof or the lowest tender without assigning any reason thereof.

14. The rate once finalized will not be ordinarily enhanced without prior approval of competent authority.

15. The successful tenderer shall furnish to the Divisional Manager his Postal / E-mail address to which all communications relating to the contract will be made. All communications dispatched to such address under Regd. Post with AD/ Speed Post shall be deemed to have been received by the tenderer.

Further, the tenderer shall furnish particulars of his agents and employees who will be dealing with the work on his/ their behalf along with their designation, Specimen Signature and other particulars as may be required by the Divisional Manager before commencement of work.

16. The successful tenderer shall be required to execute an agreement with the Divisional Manager within 7 [seven] days of finalization of tender after which the work order will be issued. The agreement in the prescribed form should be made on Non-Judicial Stamp Paper of proper value failing which the EMD and SD so paid will be forfeited to O.F.D.C. Ltd. The Divisional Manager in such cases and in case of violation of terms and conditions laid down in the tender notice may allot the said work / supplies to the next lowest tenderers or any other or through fresh tender as he considers fit. The O.F.D.C. Ltd., will not be liable for any loss of tenderer for violating the provision.

17. The tenderer after execution of agreement and issue of work order shall start delivery of the stock within 7 [seven] days on receipt of intimation from the Divisional Manager / Sub-Divisional Manager concerned about the location of the site, position of the field, work programme etc. The successful tenderer to supply the required number of gabbions from time to time and complete the whole supply with in two months of issue of work order for 2019-20 plantation. O.F.D.C. Ltd., shall take delivery of the Iron Gabbions with fiber net at the required location and the supplier/ manufacturer shall make his own arrangement to deliver the materials at the required location.

18. If for any reason successful tenderer fails to supply the stock to plantation sites, the Divisional Manager may after giving 3 [three] days notice in writing of his intention to do so may engage other suppliers / contractors to execute the work in time. The decision of the Divisional Manager on the matter is final and can not be questioned by the Manufacturer / Supplier/Firms. The Divisional Manager reserves the right for taking up the work departmentally with or without notice to the supplier for timely completion of work allotted to him.

19. The Manufacturer / Supplier / Firms and / or his employees are required to abide by the rule, regulations, instructions of the transport, Labour Department and all other relevant rules, acts in force or which may come into force during the period of supply. Besides, he or his employees will not commit any act prohibited under law in force or such law which may come into force during the contract period.

20. During the performance guarantee period, the contractor has to assure to attend to any complaint at site within 06 hours of reporting such complaint to the contractor. If the contractor fails to comply with this then necessary penal action may be taken.

21. If any gabbion supplied by the contractor is found to be substandard or the damage of gabbions caused due to substandard materials or workmanship or due to constructional faults then the contractor shall re-execute the entire work at his own cost. O.F.D.C. Ltd., may cancel the contract and take penal action as per the provision of the rules.

22. In the event of failure on the part of supplier for the works allotted to him as needed from time to time / within the contract period or as will be directed by the Divisional Manager of O.F.D.C. Ltd., Bhubaneswar [PL] Division (on part or full), breach of terms and conditions mentioned.

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Misbehavior to staff of O.F.D.C. Ltd. By himself or by his employees/ representatives, the Divisional Manager has the right to cancel the contract and to forfeit the security deposits. On such cancellation, the exact loss that will be incurred for procurement of stock will be recovered / borne by the contractor / supplier from his bill security deposits available with O.F.D.C. Ltd.

23. The tenderer / bidder should furnish an undertaking in the form of an affidavit in the prescribed format that they have not been black listed by any Govt. (Central / State) or Public Sector undertakings including O.F.D.C. Ltd.

24. Any tenderer / bidder having been barred by Central or any State Govt. Or any Public undertaking (both Central and State) on the date of filing the bid, will not be allowed to complete the bid.

25. Each bidder / tenderer should submit only one bid application. The bidder / tenderer who have submitted more than one bid application in that case there applications will not be entertained and they shall be declared disqualified for the said bid.

26. The bidder / tenderer shall have no conflict of interest. Any bidder found to have conflict of interest shall also be disqualified.

27. If a bidder / tenderer engaged in a Corrupt / fraudulent / coercive/undesirable/restrictive practice then the bid submitted shall be rejected and the entire EMD so deposited by him shall be forfeited.

28. In case of any dispute or liability arising out of this tender the matter shall be referred to the General Manager, of Bhubaneswar [C] Zone for settlement and his decision shall be final and binding on both the parties provided that such an appeal shall be made within 30 (thirty) days of dispute. However, the plantation work will not be allowed to hamper by the Divisional Manager for the time period allowed to the tenderer for filing such complaint before the General Manager. The Divisional Manager may exercise his other options as per terms and conditions prescribed in this regard. The General Manager, Bhubaneswar [C] Zone for the purpose of these terms and conditions mentioned in the tender notice cum terms and conditions for plantation work during 2019-20 and also the condition mentioned in the agreement made with the contractor shall be deemed as an arbitrator and whose decision shall be final and binding on both the parties.

In anticipation of any relief from the arbitrator no party can move or apply or obtain any order of stay or injunction from any court.

29. The Courts of Bhubaneswar shall have jurisdiction over any litigation that may arise out of this contract or arbitration and that no such litigation shall be initiated by the parties in a Court at any other place except Bhubaneswar. The authority of the Divisional Manager who is empowered to execute this contract on behalf of M/s. O.F.D.C. Ltd. shall not be questioned by the Firm / Supplier in any form.

30. The act of submission of tender shall be deemed to be in order and unconditional acceptance of the terms and conditions mentioned in “Tender Notice Cum Terms and Conditions” for supply of Iron Gabbions with fiber net.

31. The authority reserves the right to negotiate with the bidders regarding the price and quantity of gabion to be supplied, if required so.

Similarly, the agreement made with the successful tenderer shall deemed to be un conditional acceptance of terms and conditions of tender in addition to conditions mentioned in the agreement with the tenderer.
## GENERAL PARTICULARS OF BIDDER

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td><strong>Name of Firm / Company / Individual</strong></td>
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<tr>
<td>2</td>
<td><strong>Postal Address</strong></td>
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<tr>
<td>3</td>
<td><strong>Telephone, Telex, FAX No.</strong></td>
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<td>4</td>
<td><strong>E-mail</strong></td>
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<td>5</td>
<td><strong>Web site [If any]</strong></td>
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<td>6</td>
<td><strong>Name &amp; Designation of the authorized signatory to whom reference shall be made</strong></td>
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<tr>
<td>7</td>
<td><strong>Present Activities / business of the Firm [Nursery, Owner/ Seedling Supplier]</strong></td>
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<tr>
<td>8</td>
<td><strong>GSTIN of the Bidder [If any]</strong></td>
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<tr>
<td>9</td>
<td><strong>PAN of the bidder [Copy of the PAN is to be furnished]</strong></td>
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| 10 | **EMD Deposit details of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)**  
   **[Including GST]** |
| 11 | **Tender Fee of Rs. 10,500/- (Rupees Ten Thousand Five Hundred Only)**  
   **[Including GST]** |

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We have gone through the terms and condition of the Tender Call Notice No. 1198 dated 21.06.2019 and understood fully and hereby accept the same unconditionally.

**Signature of the Bidder with Seal**

**Name:**

**Date:**
<table>
<thead>
<tr>
<th>Tender Schedule of Iron Gabblions for the Year 2019-20</th>
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<tbody>
<tr>
<td>Bhubaneswar (Plantation) Division</td>
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<tr>
<td>(A Government of Odisha Undertaking)</td>
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<tr>
<td>ODISHA FOREST DEVELOPMENT CORPORATION LTD.</td>
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<thead>
<tr>
<th>Signature of the Supplier / Firm</th>
<th>Full Address of the Supplier / With Telephone Number</th>
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<thead>
<tr>
<th>SL No.</th>
<th>Size and Dimension of Fiber Gabblion</th>
<th>Rate Per Piece</th>
<th>Piece</th>
<th>Place of Delivery</th>
<th>It Any</th>
<th>Total (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25mm x 6mm with green color (HDPF)</td>
<td>8</td>
<td>3</td>
<td>Bhubaneswar Plantation City</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Plate of Size 127 x 6".
The Gabblion with a name plate of MS.
Circumscrib the Frame to be fitted inside.
Height net of 1.8 Mtr. Height.
3 legs 3 nos. of size 25mm x 6mm and 3 nos.
Height of Iron Gabblion = 8" with Iron Flap.