ODISHA CONSTRUCTION CORPORATION LTD. (A GOVERNMENT OF ODISHA UNDERTAKING) CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 751010 (ODISHA)



TENDER DOCUMENT

Tender call notice No. OCC/CWS/PROC./DEP-13/ 26 /21-22 dated 20.09.2021

Name of work :

SUPPLY OF COVERS FOR GEAR BOX ASSEMBLY AND CENTRAL DRIVE ASSEMBLY FOR DEO & HALADIA IRRIGATION PROJECT

(This tender document contains 19 (Nineteen) sheets including this cover page & drawing)

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

Particulars of tender document issue

ODISHA CONSTRUCTION CORPORATION LTD. (A GOVERNMENT OF ODISHA UNDERTAKING) CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 751010 (ODISHA)

Date of issue of tender document

Tender call notice No. OCC/CWS/PROC/DEP-13/ 26 /21-22 dated 20.09.2021

Issued in favour of : (Full name & address)

Telephone No. – Land line :		Mobile :					
Enlistment No. of Job-Worker :							
Vide money receipt No. :		Dated :					
Issued by (Stamp and signature of issuing officer)							
Cost of tender paper (Non-refundable)	=	Rs.4,000/- + CGST @ 9% Rs.360/- + SGST @ 9% Rs.360/- = Rs.4,720/-(Rupees four thousand seven hundred twenty) only by hand / Rs.4,000/- + CGST @ 9% Rs.360/- + SGST @ 9% Rs.360/- = Rs.4,720/- + Postal / Courier charges Rs.100/- = Rs.4,820/- (Rupees four thousand eight hundred twenty) only by Registered Post / Speed Post / Courier					

ODISHA CONSTRUCTION CORPORATION LTD. (A GOVERNMENT OF ODISHA UNDERTAKING) CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 751010 (ODISHA)

Tender call notice No. OCC/CWS/PROC/DEP-13/ 26 /21-22 dated 20/09/2021

Name of work : SUPPLY OF COVERS FOR GEAR BOX ASSEMBLY AND CENTRAL DRIVE ASSEMBLY FOR DEO & HALADIA IRRIGATION PROJECT.

1. On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.)-I, Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) invites sealed tenders from the enlisted job-workers of "OCCL" in M-III grade and above for the following work(s). If not enlisted, agency is to get enlisted in OCC Ltd. as M-III grade and above class of Job-Worker mandatory before opening of tender.

SI. No.	Name of the work	Cost of document + CGST @ 9%+ SGST @ 9% in Rs.	Period of completion	Class of Job-worker
	Supply of Covers for Gear box assembly and central drive assembly for Deo & Haladia Irrigation Project		03 (Three) months	M-III & above. If not enlisted, agency is to get enlisted in OCC Ltd. as M-III grade and above class of Job-Worker mandatory before opening of tender

- 2. The tender document may be downloaded from OCCL website <u>www.odishaconstruction.com</u> and nonrefundable cost of tender document amounting to Rs.4,720/- (Rupees four thousand seven hundred twenty) only inclusive of CGST @ 9% & SGST @ 9% in shape of Account Payee Demand Draft drawn on any nationalized/scheduled bank payable at Bhubaneswar only in favour of <u>Odisha Construction</u> <u>Corporation Ltd.-Project Account</u> may be deposited along with the tender.
- 3. The SSI/NSIC/MSME units participating in tender are not entitled for exemption from payment of Tender Paper costs as communicated vide DOWR Letter No. IIM-24/ 2018-14318/WR dated 24.05.2018 & Head Office, OCCL Letter No.5502/OCC/ CW-02/09(Vol-V)(WE) dated 30.05.2018.
- 4. The tenders must be submitted to the Senior Manager(Mech.)-I, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) on or before **3.30 PM** on **04.10.2021** and will be opened on the same day at **4.30 PM** in the presence of the tenderers, who may like to be present. If there will be a public holiday on the last date of sale of tender document and receipt & opening of the tenders as specified above, the tender document will be sold and tenders will be received & opened on the next working day at the same time and venue.
- 5. Intending tenderers are required to furnish the following along with their tenders.
- (i) Cost of tender document duly signed & stamped on each page
- (ii) Copy of valid GST registration certificate
- (iii) Copy of PAN card
- (iv) Copy of document indicating residential address.
- (v) Undertaking in prescribed format available in the tender document.
- (vi) Copy of valid enlistment certificate as job-worker in Grade M III and above issued by "OCCL"

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

- (vii) Complete tender document duly filled-in and signed on each page by the tenderer or his/their power of attorney holder with date, full name, designation and official seal.
- (viii) Annexure-I in place of tender paper cost in prescribed format available in the tender document.
- 6. The intending bidder is to quote rates in enclosed blank price schedule format only.
- 7. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement & direction of Engineer-in-Charge.
- 8. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
- 9. Any dispute arising out of this tender or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or courts under the jurisdiction of Odisha High Court at Bhubaneswar only.
- 10. The validity of offer should be for a period of 90(Ninety) days from the date of opening of tender. OCC Ltd. may ask further extension of validity if required without any price rise.

Tender cost and Document deposit particulars

DETAILS OF TENDER COST AND DOCUMENTS SUBMITTED ALONG WITH TENDER

- 1. GST registration Certificate
- 2. P.A.N. card
- 3. Names of relations in O.C.C. Ltd.

4.	Tender paper co	st amounting Rs (Rupe	ees
) only vide Demand Draft No.	
	Dated	issued by	Bank
		Branch	

5. Any other documents.

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

Undertaking of Job-Worker

I / We Shri

(In case of the firm, the name of the proprietor/head of the firm along with the designation & name of firm should be mentioned)

S/o Sri		, Permanent resident of
Vill./Street	, P.O	, P.S
Via	, Dist	
State, PIN -		

declare that I/We have thoroughly gone through the tender document and I/We know the sites of works. I/We agree to work at rates quoted by me/us or at settled rates and abide by the terms and conditions of the tender document.

Full Signature of "Tenderer" with date and seal Present address for correspondence

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

SCOPE OF WORKS

- 1) The Job-Worker will provide all required steel materials (HR Sheet of TATA/ SAIL, make of 1.6mm thick of IS: 5986 for gear box cover and central drive cover as per drawings, technical / non-technical / skilled workmen for execution of the fabrication work, shifting of fabricated jobs, transported to the Central Workshop, Rasulgarh.
- 2) He has to provide all required tools & tackles, all consumables like electrodes, gases, paints etc. for fabricated items at his own cost.
- 3) He will carryout required machining works of the individual part (as per drawings / List) at his own cost.
- 4) He will supply all bought-out items for the work as per drawings / list enclosed with this tender.
- 5) He will deliver all fabricated items at Central Workshop, Rasulgarh, Bhubaneswar.
- 6) The covers shall be received by OCCL after weighment of each one. However the materials such as HR sheets, electrodes paints are to be inspected & certified by the Senior Manager-in-charge of the work for use in the jobs. Job worker is required to intimate the client accordingly for inspection of the materials, consumables at his works.
- 7) The items listed above / price schedule for the work are only indicative. There may be deletion/ addition in the items / quantity as per necessity. The job worker shall execute the items as per drawings, technical specification & direction of Engineer-in-charge.
- 8) The job-worker shall have to execute the painting work of fabricated materials by applying 1 (One) coat of red oxide primer after surface preparation by manual scrapping, wire brushing, cleaning by sand paper, wherever necessary at his works.
- 9) The place of manufacturing may be indicated so as to carryout inspection by authorized person of OCCL from time to time. The fabricated items only can be despatched ex-factory to Central Workshop after getting clearance from OCCL.
- 10) Rectification if required to the jobs shall be taken up by the Job workers at his own cost at site of work i.e. Deo & Haladia Irrigation Project, Keonjhar & Mayurbhanj respectively.

Decision of the Engineer-in-Charge regarding scope of work of the Job-Worker shall be final and bindings on him. The Job-Worker will execute the items in the price schedule for the work as per direction of Engineer-in-Charge or his authorized representative.

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

TERMS AND CONDITIONS

- 1. The fabricated materials shall be supplied by the job worker as per drawings provided by the Corporation at Central Workshop.
- 2. Pre-delivery inspection (PDI) shall be made before dispatch of the fabricated material at job workers works by the authorized representative or Engineer-in-Charge for which the Job worker should intimate in writing for 10 (Ten) days in advance regrinding readiness for P.D.I.
- 3. The Job workers have to complete the job in time as stipulated by the Corporation.
- 4. The job shall be delivered after weighment of each unit.

GENERAL TERMS AND CONDITIONS

1. <u>DEFINATIONS</u>

(i) "CORPORATION" means "ODISHA CONSTRUCTION CORPORATION LTD. ("OCCL" in short)" with registered office at Unit-8, Gopabandhunagar, Bhubaneswar – 751 012 (Odisha) represented through its Managing Director or any other officer as designated by the "Corporation" from time to time.

(ii) "ENGINEER-IN-CHARGE" means the qualified engineer deployed by the "Corporation" at work site for the work including the Senior Manager(Mech.)-I / Senior Manager(Mech.)-II / Senior Manager(Mech.)-III Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar – 751010 (Odisha) or their authorized person"

(ii) "JOB-WORKER / SUCCESSFUL BIDDER" means the enlisted person/firm/organisation having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.

(iii) "CLIENT" means the State Govt. or Central Govt. organization or any individual from whom "OCCL" has received the work for execution.

2. <u>AGREEMENT</u>

The "Job-Worker" shall enter into an agreement with the "Engineer-in-Charge" in the format on requisite value of stamp paper prescribed for the purpose by the "Corporation" within a stipulated period to be specified by the "Engineer-in-Charge" failing which the work may be awarded in favour of some other agency at the discretion of the "Corporation" and the Job-Worker will be suspended from being eligible for bidding / award of all future contracts of OCCL / Govt. of Odisha for a period of three years from the date of committing such breach.

3. <u>RATE</u>

The rate quoted by the tenderer is to be indicated in Rupees(`), which shall be valid for the full period of execution or till completion of work whichever is later. No escalation or price variation in whatsoever form shall be entertained. The rates quoted by the "Job-Workers" should be firm for the entire period of execution.

The "Job-Worker" shall quote the rates to complete the works as per specifications inclusive of handling, loading, unloading, shifting, lift, de-lift, taxes, duties, levies, incidental expenses etc. that will be applicable on the work to be executed by him. No claim in this regard in whatsoever form shall be entertained.

4. <u>PAYMENT TERMS</u>

- i) Payment shall be made on unit basis as per bill of quantities mentioned in the price schedule for the work.
- ii) 80(Eighty)% payment shall be made only after the work at site against submission of bills by the "Job-worker" and verification, acceptance of the items by the "Engineer-in-Charge" & Balance 20(Twenty)% payment shall be made after erection at site.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm through out the agreement period.
- iv) The payment to the "Job-Worker" shall be limited to the measurements taken basing on actual execution. The "Job-Worker" can not raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment.

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

- v) The job-worker will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".
- vi) Any penalty levied by "Client" on "OCCL" due to delay in work will be borne by the "Job-Worker" in full, if the "Job-Worker" is responsible for delay.

5. **PERFORMANCE SECURITY**

The Performance Security at the rate of 3(three) % shall be deducted on the gross amount of each bill of the "Contractor". The Performance Security will be released after 6 (six) months of satisfactory completion of the work or settlement of final bill of the "Contractor", whichever is later, if no defect in the work is noticed and material account as well as all disputes including compliance of labour rules, ESI rules etc. are settled.

6. INCOME TAX, GST, OTHER TAXES, DUTIES, LEVIES ETC.

Income tax at the prevailing rate from time to time will be deducted from each bill of the "Job-Worker" and shall be deposited with Income Tax Authorities. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

7. MEASUREMENT OF WORK

The quantity of work executed shall be measured and payment made once in a month or on completion of work or on termination of the agreement, when final measurement will be made and account will be adjusted accordingly. The decision of the "Engineer-in-Charge" regarding the rates, progress, measurement and quality of the work shall be final and binding on the "Job-Worker".

8. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS

The work shall be carried with due diligence and in a workman like manner in accordance with relevant Bureau of Indian Standard specifications on the basis of latest approved drawings and technical specifications supplied by "Corporation" in absence of which as per the direction of "Engineer-in-Charge".

The technical specifications in the relevant agreement between the "Corporation" & owner and approved drawings & technical specifications issued by the owner & "Corporation" shall be the basis for execution of work under the agreement. In the absence of approved drawings and technical specifications, the direction of the "Engineer-in-Charge" shall be final and binding on the "Job-Worker".

The "Job-Worker" shall make arrangements to take copies of the approved drawings from the office of the "Engineer-in-Charge" for reference during execution of work.

9. <u>SPLITTING UP WORK</u>

No splitting up work shall be made and there may be increase or decrease in the quantity of work mentioned in the tender document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actuals.

10. BREACH OF CONTRACT

The Performance Security is liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the "Corporation" including due of labourers/workmen and other statutory payable liabilities payable by the "Corporation" as principal employer shall be cleared by the "Job-Worker". The decision of the "Engineer-in-Charge" in this regard shall be final and binding on the "Job-Worker". The amount remaining as outstanding against the "Job-Worker" after adjustment of his dues shall be payable by him to "OCCL". If necessary, legal action may be taken for recovery of the dues of the "Corporation" including labour and statutory dues to be cleared by the "Corporation" as principal employer and "OCCL" reserves the right to recover the payable amount from the "Job-Worker" from works done by his under any other organization or from his properties.

11. TERMINATION OF CONTRACT

The "Engineer-in-Charge" may put an end to the agreement at his option at any time due to (a) Bad workmanship (b) Dis-proportionate progress (c) Non-compliance of labour rules or (d) Any other reason. The decision of the "Engineer-in-Charge" is final in this respect and no claim on this account will be entertained. "OCCL" also reserves the right to take exparte measurements, if the "Job-Worker" does not co-operate in taking final measurements after termination of contract.

12. <u>RESPONSIBILITY OF JOB-WORKER</u>

The work shall be completed by the "Job-Worker" in all respect within the stipulated period of completion and the responsibility of the "Job-Worker" shall cease only, when the items are fully accepted by the owner after erection at project site.

13. PROGRESS OF WORK AND PENALTY

The "Job-Worker" will achieve the desired progress as per program . If the "Job-Worker" fails to achieve the contracted quantity every month as per program, penalty at the following rates shall be imposed.

SI. No.	Failure percentage(%)	Penalty percentage(%)
(i)	Less than 10(Ten)%	1(One)% of value of defaulted quantity
(ii)	Above10(Ten)% and upto 20(Twenty)%	2(Two)% of value of defaulted quantity
(iii)	Above 20(Twenty)% and upto 30(Thirty)%	5(Five)% of value of defaulted quantity
(iv)	Above 30(Thirty)%	To be asked to demobilise with penalty equivalent to 10(Ten)% of value of defaulted quantity. The "Engineer-in-Charge" will off- load the work and get the work done through any other agency or of its own at the risk and cost of the "Job-Worker". No claim will be allowed to the "Job-Worker" in this regard.

14. <u>REJECTION DUE TO BAD WORKMANSHIP</u>

The rejection due to bad workmanship shall be charged to the "Job-Worker" at a cost of rejected items plus 20(Twenty) %.

15. TESTING OF WELDERS AND OTHER SKILLED/SEMI-SKILLED WORKMEN

The qualification test of welders and other skilled/semi-skilled workmen may be conducted at site of work by the "Engineer-in-Charge" and only qualified welders and other skilled/semi-skilled workmen shall be deployed for the work. The cost of testing shall be borne by the respective "Job-Worker".

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

16. QUALITY ASSURANCE AND QUALITY CONTROL

Quality Assurance/Quality Control Plan shall be prepared before commencement of site activities and shall be followed maintaining stage-wise up-to-date record of the work.

17. <u>DEVIATION OF PROVISIONS IN AGREEMENT</u>

The "Job-Worker" will not vary or deviate from the provisions in the agreement without obtaining prior permission in writing from the "Corporation".

18. <u>RIGHT OF THE "CORPORATION"</u>

The "Corporation" reserves the right to cancel a particular tender call or all tender calls without assigning any reason thereof. The offer of any tenderer or all may be cancelled without assigning any reason thereof. The requirement shown in any tender call notice are only indicative and may vary.

19. <u>SUB-LETTING</u>

The work under any agreement shall not be assigned or sublet to any body by the "Job Worker". If the "Job-Worker" shall assign or sublet or attempt to do so, the "Engineer-in-Charge" shall terminate the agreement and shall get the work done through any other agency or of its own at the risk and cost of the "Job-Worker". No claim will be allowed to the "Job-Worker" in this regard. "OCCL" reserves the right to have access also to units of the "Job-Worker" to verify, if works are actually executed by him.

20. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

All extra items are to be executed by the "Job-Worker" at mutually agreed rates. All extra quantities are to be executed at agreement rates. If required, the "Job-Worker" has to furnish the working analysis as per actuals to arrive at the extra items rates.

21. FORCE MAJEURE:

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military or uninterrupted power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.

22. JURISDICTION

For all liabilities created under the various contractual obligations/impositions under this agreement, the "Job-Worker" undertakes not to raise any dispute or litigations in connection there with and shall make all endeavors to resolve all disputes amicably through conciliation and in all such cases, the decision of the Managing Director, "OCCL" shall be final and binding on the "Corporation" as well as on the "Job-Worker" failing which all such disputes arising out of the agreement shall be subject to jurisdiction of Hon'ble High Court of Odisha at Cuttack and their sub-ordinate courts at Bhubaneswar only. Both the parties agree by mutual consent that any dispute relating to this agreement is barred from arbitration.

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

TECHNICAL SPECIFICATIONS

All fabrication, machining, assembly, painting, transportation works shall be done as per the followings:

- (a) Approved drawings to be issued by "Engineer-in-Charge" from time to time
- (b) Technical specifications to be issued by "Engineer-in-Charge" from time to time
- (c) Relevant standards of BIS and other National/International bodies
- (d) Directions issued by "Engineer-in-Charge" from time to time

In case of any conflict, the decision of "Engineer-in-Charge" shall be final and binding on the "Job-worker".

ODISHA CONSTRUCTION CORPORATION LIMITED (A GOVT. OF ODISHA UNDERTAKING) CENTRAL WORKSHOP:RASULGARH, BHUBANESWAR-751010 (ODISHA)

DETAILED SPECIFICATION AND PRICE SCHEDULE FOR "SUPPLY OF COVERS FOR GEAR BOX ASSEMBLY AND CENTRAL DRIVE ASSEMBLY FOR DEO & HALADIA IRRIGATION PROJECT" VIDE TCN No.OCC/CWS/PROC/DEP-13/ 26 /21-22 DATED 20.09.2021 DUE ON 04.10.2021

SI.	Description of items	Unit	Total Quantity	Rate per each unit				Total Amount for full quantity required in Rs.		
No	(As per drawings)	Onit	required in Unit	Unit Weight	Basic per unit	GST as applicable in Rs. per Unit	Total in figures in Rs. per unit	Total in words in rupees per unit	In figures	In words
	2	3	5	6	7	8	9	10	11	12
(1)	GEAR BOX COVERS									
Α	Deo Irrigation Project									
(i)	Spillway gate as per drawing	No.	10 (5L, 5R)							
В	Haladia Irrigation Project									
(i)	Spillway gate as per drawing	No.	10 (5L, 5R)							
(2)	CENTRAL DRIVE COVERS									
Α	Deo Irrigation Project									
(i)	Spillway gate as per drawing	No.	5							
В	Haladia Irrigation Project									
(i)	Spillway gate as per drawing	No.	5							

N.B:- 1) Covers of central drive units & gear boxes shall be fabricated by HR Sheet and other structural steels as per drawing. No deviation will be allowed. 2) The supplier shall furnish their price including the painting works and transportation of materials to Central Workshop, Rasulgarh, Bhubaneswar.

Signature of tenderer or his/their power of attorney holder with date, full name, designation and official seal

ANNEXURE-I

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD (In Bidders Letter Head)

I/We the authorised signatory of M/s	participating in the
subject Tender No	for the item/job of
do hereby declare:	-

That in the event we withdraw / modify our bid during the period of validity or I/we commit any breach of Tender Condition / Contract which attracts penal action and I/we will be suspended from being eligible for bidding/ award of all future contract(s) of Odisha Construction Corporation Limited, Bhubaneswar, Odisha for a period of six months from the date of committing such breach.

Signature and seal of Authorised Signatory of bidder

Name of Authorised Signatory.....

Company Name.....

Signature of the tenderer or his/their power of attorney holder with designation & seal. Senior Manager (Mech.)-I OCC Ltd, Central Workshop, Rasulgarh, Bhubaneswar-751010







