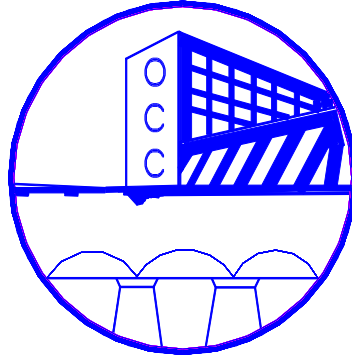


ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

DEO GATE WORKS PROJECT, MAYURBHANJ-757036, (ODISHA)



DESIGNED TO EXCEL

TENDER DOCUMENT

Tender call notice No. OCC/DGWP/ 10 /21-22 dated. 17 / 03 / 2022

Name of work:

FABRICATION & SUPPLY OF M.S. SHEET METAL COVERS FOR GEAR BOX ASSEMBLY AND CENTRAL DRIVE ASSEMBLY OF DEO SPILLWAY GATES (LABOUR ONLY).

(This tender document contains 14 (Fourteen) sheets including this cover page.

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

Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)

Particulars of tender document issue

ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

DEO GATE WORKS PROJECT, MAYURBHANJ-757036,(ODISHA)

Date of issue of tender document

Tender call notice No. OCC/DGWP/ 10 /21-22 dated. 17/ 03 /2022

Issued in favour of :
(Full name & address)

Telephone No. – Land line :

Mobile :

Enlistment No. of Job-Worker :

Issued by
(Stamp and signature of issuing officer)

Cost of tender paper (Non-refundable) = Rs.600/- + CGST @ 9% Rs.54/- + SGST @ 9%
Rs.54/- = **Rs.708/-(Rupees seven hundred eight)**
only in shape of bank draft in favour of **Odisha**
Construction Corporation Ltd.-Project Account.

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

Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
DEO GATE WORKS PROJECT,
MAYURBHANJ-757036, (ODISHA)

Tender call notice No. OCC/DGWP/10/21-22 dated.17/ 03 /2022

Name of work: **FABRICATION & SUPPLY OF M.S. SHEET METAL COVERS FOR GEAR BOX ASSEMBLY AND CENTRAL DRIVE ASSEMBLY OF DEO SPILLWAY GATES (LABOUR ONLY).**

On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), Deo Gate Works Project, Mayurbhanj-757036 (Odisha) invites sealed tenders from any fabricator farms/individuals for the following works.

Sl. No.	Name of the work	Cost of document + CGST @ 9%+ SGST @ 9% in Rs.	Period of completion	Class of Job-worker
1	FABRICATION & SUPPLY OF M.S. SHEET METAL COVERS FOR GEAR BOX ASSEMBLY AND CENTRAL DRIVE ASSEMBLY OF DEO SPILLWAY GATES (LABOUR ONLY)	708/-	15(Fifteen)Days after issue of work order	Any farm or individuals having expertise on m.s. sheet metal fabrication works

1. The tender document may be downloaded from OCCL website www.odishaconstruction.com and non-refundable cost of tender document amounting to Rs.708/- (Rupees seven hundred eight) 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 **Odisha Construction Corporation Ltd.-Project Account** may be deposited along with the tender document.
2. **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.**
3. The tenders must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Deo Gate Works Project, in the tender box placed in the office of the General Manager (Mech.) E & M, OCC Ltd., Rasulgarh, Bhubaneswar-751010 on or before 3.30 **PM** on **24.03.2022** 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.

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

Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)

5. Intending tenderers are required to furnish the following along with their tenders.
 - (i) Cost of tender with 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) 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.
 - (vii) Annexure-I "Bid Security Declaration in lieu of EMD in enclosed format on Job-Worker's letter head.
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 physical measurements taken from job items, 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.

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

**Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)**

ANNEXURE-I

**FORMAT OF TENDER SECURITY DECLARATION FROM JOB-WORKER IN LIUE OF EMD
(On Bidder Letter head)**

I/We, the authorized signatory of M/s.....,participating in the subject tender No.....for the item/Job ofdo hereby declare :

That in the event we withdraw/modify our tender during the period of validity Or I/we fail to execute formal contract agreement within the given timeline Or I/we commit any breach of Tender Conditions/Contract which attracts penal action and I/we will be suspended from being eligible for tendering/award of all future contract(s) of OCCL / Government of Odisha for a period of three years from the date of committing such breach.

Signature and Seal of Authorised Signatory
of Job-Worker

Name of Authorised
Signatory.....

Company
Name.....

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

**Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)**

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 cost amounting Rs. _____ (Rupees _____) 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

Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)

Undertaking of Bidder

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**

**Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)**

SCOPE OF WORKS

Scope of OCCL

- 1) OCCL shall provide all required steel materials (HR Sheet of TATA/ SAIL, make of 1.6mm or 2.0mm thick of IS: 5986), M.S. angles, rounds and flats as per approved drawings for gear box cover and central drive cover.
- 2) OCCL shall inspect the finished jobs to ascertain the quality, quantity and other technical requirements of job.

Scope of Bidder

- 1) The bidder has to receive the H.R.sheet of TATA/ SAIL, make of 1.6mm or 2.0mm thick of IS: 5986 and other structural steel materials from OCCL, Central Workshop, Rasulgarh, Bhubaneswar.
- 2) After completion of the fabrication of covers, the job worker must handover the finished covers to OCCL, Central workshop along with surplus H.R. sheets and scrape structural steel materials if any.
- 3) He has to provide all required tools & tackles, all consumables like electrodes, gases, for fabricated items at his own cost.
- 4) The bidder must collect approved drawings from our office prior to quoting the rates. He has to take physical measurements of the job units like Rope Drum gear box and central drive etc. to avoid mismatch of the covers in the later stage. He will carry out required machining works of the individual part (as per drawings / List) at his own cost.
- 5) He will supply all bought-out items if required for the work as per drawings.
- 6) The covers shall be received by OCCL after weighment of each one. However the materials such as HR sheets, electrodes are to be inspected & certified by the Senior Manager-in-charge of the work for use in the jobs. bidder 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 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.
- 9) Rectification if required to the jobs shall be taken up by the bidders at his own cost at site of work i.e. Deo Gate Works Project, Mayurbhanj.
- 10) Decision of the Engineer-in-Charge regarding scope of work of the bidder shall be final and bindings on him. The bidder 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

**Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)**

GENERAL TERMS AND CONDITIONS

1. DEFINATIONS

(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. AGREEMENT

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. RATE

The rate quoted by the tenderer is to be indicated in Rupees(Rs.), 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. PAYMENT TERMS

i) Payment shall be made on unit basis as per bill of quantities mentioned in the price schedule for the work.

ii) 90(Ninety) % 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 10(Ten) % 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

Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)

- 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. SPLITTING UP WORK

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.

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

Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)

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. RESPONSIBILITY OF JOB-WORKER

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.

Sl. 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. REJECTION DUE TO BAD WORKMANSHIP

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”.

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. DEVIATION OF PROVISIONS IN AGREEMENT

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

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

Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)

18. RIGHT OF THE "CORPORATION"

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 is only indicative and may vary.

19. SUB-LETTING

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

Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)

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”.

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

**Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)**

ODISHA CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)
DEO GATE WORKS PROJECT,
MAYURBHANJ-757036, (ODISHA)

DETAILED SPECIFICATION AND PRICE SCHEDULE FOR
“FABRICATION & SUPPLY OF M.S. SHEET METAL COVERS FOR GEAR BOX ASSEMBLY AND CENTRAL DRIVE ASSEMBLY OF DEO SPILLWAY
GATES (LABOUR ONLY).” VIDE TCN No.OCC/CWS/DGWP/10/21-22 DATED 17.03.2022 DUE ON 24.03.2022

Sl. No	Description of items (As per drawings)	Unit	Total Quantity required in Kg	Rate per Kg				Total Amount for full quantity required in Rs.	
				Basic rate per Kg	GST as applicable in Rs. Per Kg	Total in figures in Rs. per kg	Total in words in rupees per kg	In figures	In words
1	2	3	5	7	8	9 i.e (7+8)	10 i.e (7+8)	11 i.e (9 X 5)	12 i.e (9 X 5)
(1)	ROPE DRUM GEAR BOX COVERS (10 Nos L & R) FOR SPILLWAY GATES	KG.							
(2)	CENTRAL DRIVE COVERS (05 Nos.) FOR SPILLWAY GATES	KG.							

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 transportation of materials from and to Central Workshop, Rasulgarh, Bhubaneswar.

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

**Senior Manager(Mech.)
OCCL, Deo Gate Works Project,
Mayurbhanj-757036 (Odisha)**