

#### ODISHA CONSTRUCTION CORPORATION LTD.

(A Govt. of Odisha Undertaking) Central Workshop, Rasulgarh, Bhubaneswar-751010

e-Procurement Notice No. 18/OCCL/ 2022-23 (on-line)
Bid identification No. OCCL-MECH/ CWS/01/2022-23

## (Cover-I) Technical Bid

### **NAME OF WORK**

SUPPLY OF CASTING ITEMS FOR 65T ROPE DRUM HOIST TO OPERATE RADIAL GATES OF LOWER SUKTEL SPILLWAY PROJECT

(This tender document contains 42 (Forty-two) pages including this cover page & drawings)

General Manager (M),W/s O.C.C. Ltd., Bhubaneswar

### **PARTICULARS OF TENDER**

1	Name of work :	Supply of casting items for 65T Rope Drum Hoist to operate radial gates of Lower Suktel Spillway Project.
2	Period of completion	120 (One hundred twenty) days
3	Eligibility of Bidder	Manufacturers/supplier/stockiests/dealers/traders
4	Cost of tender Document	Rs.11,800.00 including GST(Through on-line transfer system)
5	Availability of Tender (On-line) in website	From <b>07.11.2022</b> , <b>10.00 A.M.</b> to <b>17.11.2022</b> , <b>5.00 P.M</b> .
6	Submission of Bid (On-line)	From <b>07.11.2022</b> , <b>10.00 A.M.</b> to <b>17.11.2022</b> , <b>5.00 P.M</b> .
7	Pre-Bid Meeting	<b>11.11.2022</b> at <b>11.00 A.M.</b> in the chamber of General Manager (M), Central Workshop, OCC Ltd., Rasulgarh, Bhubaneswar.
8	Date & time of Opening of Technical Bid	<b>18.11.2022</b> at <b>11.30 A.M.</b> at Central Workshop, OCC Ltd., Rasulgarh, Bhubaneswar
9	Date & time of opening of Financial Bid	To be intimated to qualified bidders after evaluation of Technical Bid by registered post/Speed Post/Email.

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## **SECTION-I**

# NOTICE INVITING TENDER(NIT) & DETAILED TENDER CALL NOTICE(DTCN)

#### ODISHA CONSTRUCTION CORPORATION LTD.

(A Govt. of Odisha Undertaking)

Central Workshop, Rasulgarh, Bhubaneswar-751010

Regd. Office: Unit-VIII, Gopabandhu Nagar, Bhubaneswar-751012(Odisha)

Dist.-Khordha,

E-mail:gmocclcws@gmail.com (GSTIN-21AAACO2571K2ZM)

#### **NOTICE INVITING TENDER (NIT)**

e-Procurement Notice No. 18/OCCL/2022-23 (on-line) Bid identification No. OCCL-MECH/CWS/01/2022-23

The General Manager (M), Central Workshop, OCCL, Bhubaneswar on behalf of Odisha Construction Corporation Limited invites **on-line bid** through e-Procurement in **double cover** system for supply of casting materials for 65T Rope Drum Hoist to operate radial gates of Lower Suktel spillway project. The bid may be submitted by manufacturers /suppliers / stockiests / dealers / traders through on-line in the Govt. website <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>. The bidders should have necessary portal enrolment (with own Digital Signature Certificate).

SI. No.	Name of Work	Eligibility of Bidder	Period of completion	Cost of Tender Document (Including GST) (Through on-line transfer system) (in Rs.)
1	2	3	4	5
1.	Supply of casting items for 65T Rope Drum Hoist to operate radial gates of Lower Suktel Spillway Project	Manufacturers /suppliers/ stockiests / dealers/traders	(One hundred twenty) days	<b>11,800/-</b> (Non-refundable)

The bidder shall transfer online the cost of tender documents for **Rs. 11,800.00** as shown in column 5 above through a process as mentioned in DTCN.

#### 1. Procurement Details:

Procurement	Availability	Submission of Bid	Date & Time of opening of Bid		
Officer of Tender On-line		On-line	Technical Bid	Financial Bid	
1	2	3	4	5	
General Manager(M), Central Workshop, OCCL, Bhubaneswar.	From 07.11.2022, 10.00 A. M. to	From 07.11.2022, 10.00 A. M. To	18.11.2022 at 11.30 A.M. at Central Workshop, OCCL, Bhubaneswar	To be intimated to qualified bidders after	
	17.11.2022, 5.00 P.M.	17.11.2022, 5.00 P.M.		evaluation of Technical Bid.	

- 2. Bid should be submitted On-line in <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> only. Tender document consisting of qualification, information and eligibility criteria of bidders, specification and Bill of Quantities of the materials are available in the web-site <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> and the set of terms and conditions of supply, drawings and other necessary documents can be seen in the web-site till last date of submission of Bid.
- 3. Validity period of the Bid is for a period of 120 (One hundred Twenty) days from the last date of submission of bid. Conditional bid is subjected to rejection of the bid. If any bidder withdraws his Bid before the said period or makes any modification in the terms and condition of the bid, the bid shall stand rejected. Validity of bids can also be extended if required without any monetary compensation.
- 4. The scanned copy(s) of (i) Bid Security Declaration in lieu of EMD in enclosed format onBidder's letter head (Annexure-A) (ii) Affidavit duly registered regarding authenticity of documents in prescribed proforma (Annexure-C), (iii) No Relation Certificate in prescribed format (Annexure-D), (iv) GST Registration Certificate, (v) PAN Card (vi) Purchase orders, credentials, certificates etc. in support of supply of similar item of magnitude 65 lakh in any one year of last 5 financial years (i.e from financial year 2017-18 to 2021-22 including current financial year 2022-23) and satisfactory performance thereof and all other required documents as per the relevant clause of DTCN and ITB should be uploaded in web-site <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> at the time of submission of Bid. The affidavit towards genuineness of all documents, no relationship Certificate and Bid Security Declaration in lieu of EMD must be as per the formats prescribed in the bid documents only. If the affidavit submitted in any other format, then the bid inviting officer may reject the bid.
- The **technical bid** documents will be opened by the undersigned/authorized officer(s) on **dated 18.11.2022 at 11.30 A.M.** in the Central Workshop of the Odisha Construction Corporation Limited, Rasulgarh, Bhubaneswar in presence of the bidders or their authorized representatives who wish to attend. If the Office happened to be closed on the date of opening of the bids the same will be opened on the next working day at the same time and venue. After evaluation of the documents contained in technical bids, the financial bids of the technically responsive bidders will be opened. The date, time and place of opening the financial bids will be intimated to the eligible qualified bidders through e-mails/letters.

- **6.** The bidder may be asked in email/letters to clarify on the uploaded documents provided in the Technical Bid. If necessary, with respect to any doubts or illegible documents, the authority inviting bids reserves the right to accept any additional document.
- 7. Joint venture is not allowed.
- 8. The bidders seeking clarification, if any regarding the bid can contact office of the undersigned during office hour on any working days from 07.11.2022 at 10.00 A.M. to 11.11.2022 up to 5.00 P.M.

#### 9. Pre-Bid Meeting

A pre-Bid meeting will be held on dated **11.11.2022 at 11.00 A.M.** at the Central Workshop, Odisha Construction Corporation Ltd., Rasulgarh, Bhubaneswar- 751010

- **10.** Authority reserves the right to reject / Cancel the bid without assigning any reason thereof.
- **11.** Other details can be seen in the tender documents, which is available in web-site **www.tendersodisha.gov.in.**
- **12.** Any dispute arising out of the above tender call notice shall be subject to Jurisdiction of Hon'ble High Court of Orissa at Cuttack and their subordinate Courts at Bhubaneswar only.

General Manager (M) Central Workshop, OCCL

#### ODISHA CONSTRUCTION CORPORATION LTD. (A Govt. of Odisha Undertaking) Central Workshop, Rasulgarh, Bhubaneswar-751010

#### **DETAILED TENDER CALL NOTICE (DTCN)**

- 1. The General Manager (M), Central Workshop, Odisha Construction Corporation Limited invites on-line bid through e-procurement in prescribed form. Manufacturers /supplier/ stockiests / dealers/ traders can submit the bid. Interested bidders have to be registered in the state govt. portal and must possess compatible digital signature certificate for online bidding. The website for online bidding is <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> for the work "Supply of casting items for 65T Rope Drum Hoist to operate radial gates of Lower Suktel Spillway Project."
- 2. The tender documents be downloaded from the Govt. website can www.tendersodisha.gov.in from date 07.11.2022 at 10.00 A.M. to 17.11.2022 up to 5.00 P.M. for the work " Supply of casting items for 65T Rope Drum Hoist to operate radial gates of Lower Suktel Spillway Project" on online transfer of Rs.11,800/- (Rupees eleven thousand eight hundred only) through a process as mentioned in DTCN. The bid will be received through e-procurement portal, www.tendersodisha.gov.in from dated 07.11.2022 at 10.00 A.M. to 17.11.2022 up to 5.00 P.M. Each set of bid document contains Technical bid (cover-I) and Price bid (cover-II) i.e. an intelligent bill of quantity in MS Excel format. The bid cover-I will be opened on 18.11.2022 at 11.30 A.M. in the Central Workshop, Rasulgarh, Bhubaneswar in presence of the bidders or their authorized agents. The bidders who participated in the on-line bidding can also witness opening of the bid from any system logging in to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the same time and same venue in the next working day. Date, time and place of opening of cover-II (price bid) shall be intimated separately to those bidders who will be found eligible after evaluation of cover-I (Technical bid). The intimation letter will be sent both through their e- mail address and postal address.
- 3. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BoQ in Excel format (or as specified in the portal) in appropriate place. **Bid must be submitted on-line in the website www.tendersodisha.gov.in only**.
- 4. No bidder will be permitted to furnish their bid in their own manuscript.

#### 5. BID SECURITY DECLARATION FROM BIDDER IN LIEU OF EMD/BID SECURITY:

- (i) The Bidder shall upload bid security declaration in bidder's letter head as per office memorandum, vide No.8484/F/FIN-COD-MISC-0007-2019 dated 05.04.2022 of Finance Department, Govt. of Odisha
- (ii) The Bid shall be declared non-responsive and shall be rejected, if submitted without bid security declaration.
- (iii) In the event of withdraw /modify of bid during the period of validity or the bidder fail to execute formal contract or acceptance of purchase order within the given time limit or the bidder commit any breach of tender condition/contract / purchase order which attracts penal action and the bidder will be suspended from being eligible for bidding/award of all future contract(s) / purchase order(s)of OCCL for a period of three year from the date of committing such breach.
- 6. A bidder can submit only one bid. If more than one bid is submitted, then all bids will be rejected.
- 7. The bid is to be submitted on-line in the web-site <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> containing scanned copies of (i) Bid Security Declaration in lieu of EMD in enclosed format on Bidder's letter head (Annexure-A) (ii) Affidavit duly registered regarding authenticity of documents in prescribed proforma (Annexure-C), (iii) No Relation Certificate in prescribed format (Annexure-D), (iv) GST Registration Certificate, (v) PAN Card (vi) Purchase orders, credentials, certificates etc. in support of supply of similar item of magnitude 65 lakh in any one year of last 5 financial years (i.e from financial year 2017-18 to 2021-22 including current financial year 2022-23) and satisfactory performance thereof and all other required documents as per the relevant clause of DTCN and special conditions if any. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clauses shall be taken if he does not provide the required documents or provided illegible documents. Clarity of the documents may be ensured by taking out a sample print out.
- 8. If any further necessary information is required, the bidder can seek clarification on the tender within **07.11.2022 at 10.00 A.M.** up to **11.11.2022 at 5.00 P.M.** during office hours from the General Manager (M) / authorized officer of Central Workshop, OCC Ltd, Rasulgarh Bhubaneswar. The Tender Inviting authority's response for the queries raised by the bidder will be posted in the portal.
- 9. The bid accepting authority will verify the originals of all the scanned documents of the eligible bidder only within 7 days of opening of the technical bid.
- 10. In the event of failure on the part of the bidder to produce the original documents, he will be debarred in future from participating in any tender for 3 years and will be blacklisted by the competent authority.
- 11. All charges towards quality control test of material will be borne by the successful bidder/manufacturer/supplier/stockiest/dealer/trader.
- 12. All material are required to be supplied within **120** (One hundred twenty) **days** from the date of issue of Purchase Order. Failure to complete the supply in due time without sufficient reason, the Purchase Order may be rescinded with penalty or as deemed proper by the competent authority. In case of any delay in supply of material beyond the delivery schedule whatever may the reason, manufacturer/supplier/stockiest/ dealer/trade shall be liable to pay L.D.(late delivery) @ 0.5% (Half percent) of the total order value per week of delay or part thereof subject to a maximum of 5% (Fivepercent) of the total ordered value.

- 13. Reputed manufacturers/stockiests/dealers/ traders having supplied similar item of magnitude of 65 lakh in any one year of last 5 financial years (i.e from financial year 2017-18 to 2021-22 including current financial year 2022-23) and satisfactorily accepted by the clients will be eligible to participate in the tender. The copies of purchase orders, credentials, certificates etc. in support of similar supply and satisfactory performance thereof will be furnished along with the bid.
- 14. The bidder should furnish detailed specifications & weight(separately) of materials/casting items in fully machined conditions as per drawings enclosed in the tender.
- 15. The materials should be supplied by successful bidder as per required specification, diameter, length and quantity and should strictly conform to relevant standards of Bureau of Indian Standard (BIS) as mentioned in BoQ & drawings
- 16. The original test certificate of materials from a Govt./Govt. approved testing laboratory will be provided by the successful bidder/supplier along with supply of materials. The manufacturer's test certificate will have to be also furnished by the successful bidder/supplier. The purchaser is having the option to test the materials in any laboratory at the cost of the successful bidder/supplier and if the materials are not found in accordance with the specifications and grade in relevant Indian Standards, the materials will be rejected.
- 17. The materials will be guaranteed by the successful bidder/supplier against any defect for a period of 18 months from the date of supply or 12 months from the date of use, whichever is earlier. Guarantee certificate in this regard will accompany with supply of materials. If any defect is found in the materials within the guarantee period, the same will have to be replaced free of cost by the successful bidder/supplier.
- 18. The rate of materials should be quoted by the bidder on unit basis only. The same should be supplied by the successful bidder/supplier as per required diameter, length and quantity in numbers in finished machined conditions as mentioned in detail specification, Price Schedule & drawings.
- 19. The successful bidder/supplier shall have to furnish a performance bank guarantee for 10% value of materials within 07 days from the date of issue of Purchase Order. The Bank Guarantee shall be released after completion of the guarantee period.
- 20. The bidder will quote their basic rates F.O.R. OCCL Store, Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) including packing, forwarding, transportation, transit insurance, handling charges, taxes, duties, levies etc. (Excluding GST @ 18% or as per the prevailing rule). The details and rates of duties, taxes etc. should be submitted separately in bid document.
- 21. The successful bidder/supplier will be required to submit a work programme and milestone basing on the financial achievement so as to complete the supply within the stipulated time and in case of failure on the part of the supplier to achieve the milestone, liquidated damage as applicable will be imposed
- 22. The date of commencement of the supply shall be as per date Purchase Order will be issued.

- 23. 90% payment will be made within 30 days of receipt, verification and acceptance of the complete materials along with bill, test certificate, guarantee certificate and other documents. Balance 10% will be released after 18 months of supply or 12 months from the date of commissioning whichever is earlier. However if a bank guarantee is received for 10% of the value of materials, the same will be released within 60 days from the date of receipt of materials.
- 24. The purchaser reserves the right to forfeit and en-cash the bank guarantee in full in case any material is found defective and not replaced by the successful bidder / supplier within a suitable time fixed by the purchaser. Any repair to the material shall be made only after approval of the purchaser. In this connection, the decision of the purchaser is final and binding on the supplier.
- 25. The drawing, specification, quantity and terms & conditions of supply of materials mentioned in the DTCN can be seen from the Govt. website <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> during the period of availability of the tender.
- 26. The bidders shall carefully study the drawings and specifications applicable to the supply of materials and documents. The detailed standard specifications and other said relevant specification and drawings are available in the office of the **General Manager (Mech.)**, **Central Workshop**, **Odisha Construction Corporation Ltd.**, **Rasulgarh**, **Bhubaneswar-751010**. Complain at a future date that drawings, and specifications have not been seen by the bidders will not be entertained.
- 27. Bidders are to submit only the original BoQ (in Excel format) uploaded by procurement Officer (Officer inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BoQ submission by bidder shall lead to cancellation of bid.
- 28. Submission of Bids through the e-Procurement Portal i.e. <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be effected by using DSC of appropriate class and thus shall be in encrypted form.
- 29. The online bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000, If any of the information furnished by the bidder is found to be false /fabricated/ bogus, his bid stands rejected & their registration in the portal shall be blocked and the bidder is liable to be blacklisted.
- 30. The scanned copy(s) of (i) Affidavit duly registered regarding authenticity of documents in prescribed proforma, (ii) No Relation Certificate, (iii) GST Registration Certificate, (iv) PAN Card (v) Bid Security Declaration in lieu of EMD in enclosed format on Bidder's letter head (vi) Purchase orders, credentials, certificates etc. and all other required documents as per the relevant clause of DTCN and ITB should be uploaded in web-site <a href="https://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> at the time of submissionof Bid.
- 31. The bid containing extraneous condition not covered by the tender call notice are liable for rejection and bid should be strictly in accordance with the tender call notice, any change in the wording will not be accepted.
- 32. Withdrawal of bid is allowed in the e-procurement portal. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the tender.

- 33. On no account the Purchase Order should be sublet to any other agency without the prior approval of the competent authority. In such an event the Purchase Order may be rescinded with penalty as will be deemed proper as per decision of the competent authority.
- 34. Pre-delivery inspection (P.D.I) before dispatch of the materials will be made at the manufacturer's /supplier's / stockiest's /dealer's /trader's works by the authorized representative of the purchaser /client /third party for which the manufacturer /supplier /stockiest /dealer / trader should intimate in writing for P.D.I. 10(Ten) days in advance regarding readiness for P.D.I.
- 35. Bidder may be asked by the tender inviting authority/purchaser to attend techno-commercial discussions and reply to queries within a specific period. If the Bidder fail to do so, the bid of the bidder is liable to be rejected.
- 36. Duplicate copy of the purchase order shall be signed by the successful bidder/supplier on each page with seal as a token of acceptance of the purchase order and shall be return to the purchaser within 07(Seven) days of receipt of this purchase order failing which the purchase order will be rescinded.
- 37. Letter etc, raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
- 38. Schedule of Quantity accompanies tender notice:- It shall be definitely understood that the Corporation does not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of purchase order and such omission, deductions additions or alternations shall in no way invalidate the purchase order and no extra monetary compensation will be entertained.
- 39. The authority reserves the right to make such increase or decrease in the quantity of items of supply mentioned in the price schedule/BoQ. attached to the tender notice as may be considered necessary for the satisfactory completion of the supply. All such increase or decrease shall in no way invalidate the rates. The successful bidder/supplier shall not be entitled for any compensation on this account, except extension of time where considered necessary.
- 40. All taxes, such as income tax, labour Cess, fees and royalties payable under the local rule excluding GST as applicable will be borne by the successful bidder/supplier. GST will be paid to the successful bidder/supplier @ 18% or as per the prevailing rules.
- 41. The Corporation reserves the right of authority to reject any or all bids received without assigning any reason whatsoever.
- 42. The bid inviting officer is not responsible for any failure, malfunction of breakdown of the electronic system used during the e-procurement process.
- 43. That for the purpose of jurisdiction in the event of any dispute if any the Purchase Order would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the Purchase Order will be competent to bring a suit in regard to the matter by this Purchase Order at any place outside the State of Odisha.
- 44. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of supply or extra quantity of any item besides purchase order quantity and amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of supply or extra quantity of any item of supply is taken up.
- 45. The bidder shall bear various incidentals sundries and contingencies necessitated by the supply in full within the following or similar category.
- 46. If any further necessary information is required, Senior Manager (Mech) in charge of the tender will furnish such, but it must be clearly understood that the bid must be received in order and according to instruction.

47. Over and above these conditions including the Technical specifications the items conditions, rules and regulations and specification laid down in relevant IS codes are also binding on the part of the successful bidder/supplier.

#### 48. **No Relation Certificate**.

The bidder shall have to furnish certificate along with the bid to the effect that they are not related to any officer of Govt. of Odisha/OCCL in the rank to an Asst. Executive Engineer/Manager and above and any officer of the rank of Under Secy. and above in the

W.R. Department. If the fact subsequently proved to be false the purchase order will be rescinded. The Bid shall be declared non-responsive and shall be rejected and the bidder will be suspended from being eligible for bidding/award of all future contract(s) of Government of Odisha for a period of three year from the date of committing such breach and also be liable to make good the loss or damage, resulting from such cancellation. (The proforma for no relation certificate is contained in a separate sheet of I.T.B. in Annexure-D, Page-26).

- 49. Conditional bid will not be taken into consideration.
- 50. If L<sub>1</sub> bidder does not turn up for supply of materials after finalization of the tender, then they shall be debarred from participation in bidding for any other tender for three years and action will be taken to blacklist the Bidder. In that case, the L<sub>2</sub> bidder, if fulfils other required criteria would be called for supply of materials subject to the condition that L<sub>2</sub> bidder negotiates at par with the rate quoted by the L<sub>1</sub> bidder otherwise the tender will be cancelled. In case a Bidder is black listed, it will be widely published and intimated to all departments of Govt. of Odisha and also to Govt. of India agencies working in the State.
- 51. When in response to a notice calling for bids, only a single bid is received in the first time, the tender shall be cancelled without opening of the bid and fresh bid be invited publicly. If single bid is received even after retendering then the approval of the next higher authority should be obtained, if the bid is otherwise in order and acceptable.
- 52. The bidder may be asked in writing/online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary with respect to any doubts or illegible documents. The authority inviting bid may reserve the right to accept any additional document.
- 53. All the forms and Annexure attached to section II of this ITB (as per requirement) must be filled in properly along with the authenticated documentary evidence required therein, failing which the bid shall be treated as 'Non-responsive' and be rejected.

#### 54. Definitions

In the tender/bid (as hereinafter defined) the following words and expression will have the meanings here by assigned to them.

- a) Bidder- firm, Company or Corporation, as eligible to participate in the tender.
- b) Successful bidder/supplier Shall mean the Bidder whose bid will be accepted by the Owner for the award of purchase order and shall include such successful Bidder's legal representatives, successors and permitted assignees.
- c) Digital Signature- Any electronic documents, which contains encrypted message digest using hash algorithm and Tenders public key is known as Digitally Signed Documents and the process of generating such document is called digitally signing it.
- d) Approved / Approval Means approved / approval in writing.

- e) Drawing Means the drawing referred to in the specifications any modifications of such drawings approved in writing by the Senior Manager (Mech) in charge of the work and such other drawings are may from time to time be furnished or approved in writing by the Engineerin- charge.
- f) Engineer-in-charge Means the Senior Manager (Mech) -in-charge of the tender specified or parts of the works or such other OCC Ltd. assistants of sub-ordinates to whom the Senior Manager (Mech), may have delegated certain duties acting separately within the scope of particular duties entrusted to them.
- g) Government Means Government of Odisha, Department of Water Resources.
- h) I.S.S./ B.I.S Means Indian Standard Specification/ Bureau of Indian Standard.
- i) Specification Whenever the term Specification is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the Bidder in executing that item of work.
- j) **Guarantee Period'/Maintenance Period'** shall mean the period during which the Bidder shall remain liable for repair or replacement of defective material under the purchase order.
- 55. Procedure for Electronic receipt, accounting and reporting of Cost of TenderPaper and Earnest Money Deposit (Not applicable for this particular tender) on submission of bids. (Vide Works Department of Govt. of Odisha O.M. No.6785 /W. Dtd. 09.05.2017)
- i. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit(Not applicable for this particular tender) on submission of bids through the e- procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in".
- ii. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of Cost of Tender Paper and Earnest Money Deposit (Not applicable for this particular tender) on submission of bids through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases. The process outline as well as accounting and reporting structure are indicated below:
- a) It will be carried out through a single banking transaction by the bidder for multiple payments like Cost of Tender Paper and Earnest Money Deposit (Not applicable for this particular tender) on submission of bids.
- b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
- c) Reporting and accounting of the e-receipts will be made from a single source.
- d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para ii above would be faster.
- iii. Only those bidders who successfully remit their Cost of Tender Paper and Earnest Money Deposit (Not applicable for this particular tender) on submission of bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

#### iv. **Banking arrangement**:

- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)
- b) The Designated Banks participating in Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit (Not for this particular tender) on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
- v. Procedures of bid submission using electronic payment of tender paper cost and EMD(Not for this particular tender) by bidder: a) Log on to e-Procurement Portal: The bidders have to log onto the Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now. submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
  - b) Uploading of Prequalification/Technical/Financial bid: The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013

#### 56. Electronic payment of tender paper cost:

Then the bidders have to select and submit the bank name as available in the payment options

- i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
- ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks. Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

#### 57 Bid submission:

Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

#### 58. System generated acknowledgement receipt for successful bid submission:

System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

#### 59. Settlement of Cost of Tender Paper;

a) Cost of Tender Paper: In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for Cost of Tender Paper and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800- Other Receipts 0097-Misc. Receipts-02237-Cost of Tender Paper.

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bankwise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD(Not applicable for this particular tender) to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit (Not applicable for this particular tender) on submission of bids is enclosed in the Settlement of Earnest Money Deposit (Not applicable for this particular tender) on submission of bids: a) The Bank will remit the Earnest Money Deposit(Not for this particular tender) on submission/cancellation of bids to respective bidders accounts as per direction received from TIA through e-procurement system.

#### 60. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

#### 61. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e- Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bankwise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

#### **62.** Role of National Informatics Centre:

- a) Customize e-Procurement software and web-pages of Government of Odisha (https://tendersodisha.qov.in) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Governmentaccount using the Odisha Treasury portal.

#### 63. Role of Cyber Treasury:

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G
   (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting andreconciliation of the electronic remittances made to the State Government account.

#### 64. Redressal of Public grievances:

The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD(Not applicable for this particular tender), either suomoto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

#### 65. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest money deposit(Not applicable for this particular tender) will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit(Not applicable for this particular tender) in OPWD Code and OGFR would stand modified to the extent prescribed. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

## 66. Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit (Not applicable for this particular tender) on submission of bids.

	Cost of Tender Paper on submission of bids	Earnest Money Deposit(Not applicable for this particular tender) on submission of bids
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day.  II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.  II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.  II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	Statutory Corporations, Autonomous Bodies and Local Bodies.  I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.  II. In case of forfeiture of Earnest Money deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

## **SECTION-II**

## **INSTRUCTIONS TO BIDDERS(ITB)**

#### **INSTRUCTIONS TO BIDDERS(ITB)**

#### 1 **Preparation of bid Documents.**

The intending bidder shall log in to the e-procurement portal identified as https://www.tendersodisha.gov.in and download the Technical Bid (Cover-I) in Pdf format and Financial bid (Cover-II) in shape of bill of quantity in an intelligent MS Excel Format. As per the requirement of the bid document, the bidder will fill up required information at required cell on the intelligent MS Excel sheet. The bidder is to scan his PAN card, Affidavit in prescribed proforma, No relation certificate in prescribed pro forma, GST Registration Certificate issued by competent authorities and other documents as per NIT & DTCN required for fulfilling the minimum qualifying criteria specified in the bid document for the work.

#### 2. **Method of submission of bid Documents**.

The bidder shall upload the scanned copy/ copies of the documents & information as per requirement of the bid document through the e-procurement portal. All documents &scanned copies are to be uploaded in the designated location of the Technical Bid (Cover-I) in pdf format except the price bid. The filled up intelligent Bill of Quantities in Excel Format will be uploaded in the designated location of Price Bid (Cover-II). The Bidder is required to upload the required documents in appropriate location of the Technical & Financial Bid failing which the Bid will be rejected. All the uploaded documents should be clear & legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system, the bidder is required only to submit the required information as per Bid document instead of submitting the entire Technical Bid document. The online bidders shall digitally sign on the all statements, documents, clarification uploaded by them owning responsibility for their correctness /authenticity. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus the bidder will be black listed .

The information required as per bid documents may be provided in the specified format annexed to the bid document.

If the intending bidder is an individual, the documents shall be signed by the individual above his full type written name and current address.

If the intending bidder is a proprietary firm, it shall be signed by the proprietor above his full name and with his current address.

If the intending bidder is a firm in partnership, it shall be signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the pre-qualification documents.

If the intending bidder is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.

All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below their signatures.

As the Period of supply of material is **120** (One hundred twenty) **days**, **there is no provision for payment of Price Escalation.** 

#### 3. **Opening of Technical Bid Document**.

The technical bid documents will be opened on dated **18.11.2022 at 11.30 A.M.** in the Central Workshop of Odisha Construction Corporation Limited, at Rasulgarh, Bhubaneswar in the presence of bidders or their authorized representative, who wish to be present.

#### 4. Minimum Qualifying Criteria

- (a) The firm must not have been debarred / blacklisted by any Govt. Dept, agency, PSUs / institution/ agencies/ autonomous organizations. The bidder shall submit a self-certification by an authorized person duly notarized to this effect.
- **(b)** The Bidders should submit the following documents (in addition to other documents, required as per other clauses): -
- i) Affidavit for genuineness of documents (Annexure-C) Page 25 of ITB
- ii) No relationship certificate(Annexure-D) Page 26 of ITB
- iii) Valid GST Registration Certificate
- iv) PAN card
- v) List of supply of similar materials completed as per Annexure-E,Page-27 of ITB
- vi) Letter of Acceptance as per Annexure-G, Page-29 of ITB
- vii) Affidavit for past performances as per Annexure-F, Page -28 of ITB
- viii) Format of bid security declaration from bidder in lieu of EMD, Annexure-A of Page -23 of ITB
- ix) Structure and organization, Annexure-B, Page- 24 of ITB

  Even though the Bidders meet the above qualifying criteria, they are liable to be disqualified, if
- (i) They have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements.
- (ii) They have records of poor performance such as abandoning the work, not properly completing the contract, litigation history or financial failures etc.
- (iii) Their business banned by Central/State Govt. Department/Public Sector Undertakings or Enterprises of Central/State Govt for any reason.

#### 5. Rates and Prices

The prices quoted by the Bidder shall be in INR (Indian Rupee) and fixed for the contemplated completion period and shall not be subject to any escalation due to any account in this period. Prices shall also remain firm in case of variation of quantities and actual completion period. The bidders have to quote the item rate including all taxes such as income tax, labour cess, fees, royalties payable under the local rule excluding GST (Goods and Service Tax). GST @ 18% or as applicable will be paid extra as per prevailing rules.

#### 6. Joint Venture is not allowed

#### 7. Final Decision making authority

The **Managing Director** of the Corporation is the competent authority who reserves the right to accept or reject or disqualify any of the bid without assigning any reasons thereof and his decision shall be final and binding on all the bidders.

#### 8. ISSUE OF ADDENDA / CORRIGENDA/ CANCELLATION NOTICE:

The Officer inviting the tender may publish any addendum / corrigendum/ cancellation of tender/bid in the notice board and in the web-site <a href="www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> and such notice shall form part of the bidding documents.

#### 9. Court's Jurisdiction

Any suit or application, arising out of any dispute or difference on account of this tender or any matter in relation to the Award of the purchase order or for the enforcement of Arbitration clause under the Contract, shall be filed in a Competent Court at Bhubaneswar, India only and no other court of any other District of the country shall have any jurisdiction in the matter. It is to be noted that in all cases, if any, OCCL should be made as First Respondent.

#### 10. Secrecy of purchase order

The purchase order is confidential and must be strictly confined to the Bidder's own use (except so far as confidential disclosure to sub-supplier or suppliers if necessary) and for the purpose of the purchase order.

#### 11. General

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in any Department of the Government of India is allowed to work as a Bidder for a period of two years immediately after his retirement from Government service without the previous permission of the Government of India. This purchase order is liable to be cancelled if either the Bidder or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the Bidder's service.

Should a Bidder have a relative employed in Managerial capacity in OCCL or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the OCCL, the authority inviting tenders shall be informed of the fact at the time of submission of bids, failing which the bid may be rejected. If such fact is suppressed at the time of tendering/bidding and comes to light at any time after the acceptance of bid the contract may be rescinded.

#### **Annexure-A**

#### FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidder Letter head)

I / We, the authorized signatory of	of M/s,
participating in the subject tender No	for the item item/Job of
,dc	hereby declare :
I/we fail to execute formal contract agre Or I /we commit any breach of Tender O of forfeiture of EMD(Not applicable suspended from being eligible for bide	modify our bid during the period of validity Or ement/Purchase order within the given timeline Conditions/Contract which attracts penal action for this particular tender) and I/wewill be ding/award of all future contract(s) / purchase sha for a period of three year fromthe date or
	Signature and Seal of Authorised Signatory of Bidder
	Name of Authorised
	Signatory
	Company
	Name

#### STRUCTURE AND ORGANISATION

1.	Name of Bidder				
2.	Nationality of Bidder				
3.	Office Address				
4.	Telephone No.				
		Land phone			
		Mobile			
		Fax No			
	e-mail id				
5.	Location of establishr	nent			
6.	The Bidder is				
a.	An individual				
b.	A proprietary firm				
c.	A limited company or	limited corpora	tion		
d.	of other companies.		If yes, give names, address and present description		
e.	A subsidiary of large	_			
	(If yes, give names, a	address of the p	resent organization)		
f.	If the company is sub	ne company is subsidiary state what involvement if any, will the parent company have			

the project. Attach the organization chart showing the structure of the organization including the names of the Directors position of officer.

If the company is subsidiary state what involvement if any, will the parent company have in

- 7. Number of year of experience
- As a prime Contractor a.
  - Ι In own country
  - II Other country (specify country)

#### (AFFIDAVIT)

(To be submitted in original in legal stamp paper duly registered)

1.	The undersigned (Name of the firm and full a hereby certifies that, all the statements made i		•	
2.	The undersigned also hereby certify that, neit of its partners have abandoned any supply awarded / purchase order(s) to us for such years prior to the date of this bid.	of similar materials in India nor any		
3.	The undersigned hereby authorized and reception pertinent information as deemed necessary this statement or regarding my (our) competer	and as requested by the Corporation		
4.	The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Corporation.			
		(Signed by an Authorized of the firm)		
		Title of Officer		
		Name of Firm		
		Date.		

#### **Annexure-D**

#### **CERTIFIACATE OF NO-RELATIONSHIP**

I/We hereby certify that I/We am/are not related to any officer of Govt. of Odisha/OCC Ltd of the rank of Asst. Executive Engineer and above and any officer of the rank of Under Secretary and above in the W.R. Department. I/We am/are aware that if the facts subsequently proved to be false my/our contact/purchase order will be rescinded with forfeiture of EMD & security deposit(Not for this particular tender) and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/our bid liable for rejection.

	S	Signature of the Bidder
	Name	
	Address	
		_
:	Date	

#### **Annexure-E**

## LIST OF SUPPLY OF SIMILAR MATERIALS AS PER TENDER COMPLETED FOR LAST FIVE YEARS INCLUDING CURRENT FINANCIAL YEAR

(From Financial Year 2017-18 to 2021-22 including current financial year 2022-23)

SI. No.	Clients Name Address & Contact No.	Description of supply	Purchase Order No.	Purchase order Value (Rs In Lacs)	FOR	Date of Start	Date of Completion

#### **SEAL AND SIGNATURE OF THE BIDDER**

#### Note:

In support of having completed above supply, attach self-attested copies of the completion certificate from the owner/client indicating the description of supply done by the bidder, date of start, date of completion, value of purchase order of materials supplied.

#### PROFORMA FOR SUBMISSION OF PAST SUPPLY PERFORMANCE

(Affidavit on non-judicial stamp paper of Rs 20/- duly attested by Notary/Magistrate)

	s to certify that We, M/sssion of this offer,	<u>,</u> in
i)	Have not made any misleading or false representation in the forms, statements a attachments in proof of the qualification requirements;	and
ii)	Do not have records of poor performance such as abandoning the supply of materi not properly completing the purchase order, litigation history, financial failures etc.	als,
iii)	Business has never been banned with us by any Central/State Govt. Departments/Pu Sector Undertakings or Enterprises of Central/State Govt.	ıblic
iv)	Have submitted all the supporting documents and furnished the relevant details as the prescribed format.	per
v)	The information and documents submitted with the tender by me/us are correct and I am/are fully responsible for the correctness of the information and documents submi by me/us.	

"Supply

#### **ACCEPTANCE LETTER**

(To be typed by Bidder on his letter head)

To.		
Sir,		
Sub :		No-counter Conditional Acceptance of Tender Conditions
Ref :		e-Procurement Notice No. 18/OCCL/2022-23 (on-line) Bid identification No. OCCL-MECH/ CWS/01/2022-23
Name	of the work:	Supply of casting items for 65T Rope Drum Hoist to operate Radial gates of Lower Suktel Spillway Project.
1. I ha	ave read and	examined all the conditions in the tender document for the work of

2. I/We hereby submit our bid and undertake to keep our bid valid for a period of 120 (One hundred twenty) days from the last date of submission of bid.

of casting items for 65T Rope Drum Hoist to operate Radial gates of Lower Suktel Spillway Project" and we hereby unconditionally accept the tender conditions in entirety for the above

- 3. I/We undertake to execute the above items strictly in accordance with the requirements and particulars/specifications stipulated in the tender documents.
- 4. I/we hereby further undertake that during the said period:-I/we shall not vary/alter or revoke my/our bid during the validity period of bid. I/we have quoted for the complete tender.

work.

Dated. \_\_\_\_\_

- 5. I/we undertake to abide by the terms and conditions as stipulated in your tender documents and as amended thereafter.
- 6. I/we have not enclosed any conditions/deviations to conditions of tender in the Price Bid.
- 7. I/we agree that in case of any condition found to be quoted by us in the Price bid my/our bid will be rejected and my/our earnest money (Not for this particular tender) is liable to be forfeited.
- 8. This undertaking is in consideration of OCCL agreeing to open my bid, consider and evaluate the same for the purpose of award of purchase order in terms of provisions of tender documents. Should this tender be accepted, I/we also agree to abide by, fulfill, and comply with all the terms, conditions and provisions of the above mentioned tender documents.

Signature along with Seal of the company

(Duly authorised to sign the Tender on behalf of the Bidder)
Name
Designation
Name of the Company
Date & Postal address
WITNESS
Signature
Date
Name and address
Telephone No.
Fax No./ Email ID:

#### FORM OF BANK GUARANTEE

## (ON NON -JUDICIAL PAPER OF APAROPRIATE VALUE IN THE NAME OF THE BANK)

10:	
Odisha (Gove Regd.	anaging Director, a Construction Corporation Ltd., rnment Of Odisha Undertaking) Office : Unit-VIII, Gopabandhu Nagar, neswar-751 012
N	ame of the work:
D	ear Sir(s)
1.	In consideration of Odisha Construction Corporation Ltd (Hereinafter called OCC) representing through its The Managing Director having the Central Office at Bhubaneswar, Odisha, India having agreed to exempt M/s hereinafter called "the said Supplier(s)" from the demand, under the terms and conditions of purchase order No dated dated made between OCC, Bhubaneswar and the supplier for (name of work) (hereinafter called "the said purchase order'), of security deposit for the due fulfillment by the said Supplier(s) of the terms and conditions contained in the said purchase order, on production of a Bank Guarantee for Rs only, we (hereinafter referred to as the bank) at the request of M/s (Supplier(s)) do hereby undertake to pay to the OCC an amount not exceeding Rs only against any loss or damage caused to or suffered or would be caused to or suffered by the OCC by reason of any breach by the said Supplier(s) of any of the terms & conditions contained in the said purchase order.
2.	We,
3.	We, undertake to pay to the OCC any money so demanded notwithstanding any dispute or dispute raised by the supplier(s)/ Supplier(s) in any suit or proceeding pending before

	unequivocal.
4.	The payment so made by us under this bond shall be a valid discharge of our liability for payment there under the supplier(s)/shall have no claim against us for making such payment.
5.	We, (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said purchase order and that it shall continue to be enforceable till all the dues of the OCC under or by virtue of the said purchase order have been fully paid and its claims satisfied or discharged or till The Managing Director, OCC., certified that the terms and conditions of the said purchase order have fully and properly carried out by the said supplier(s) and accordingly discharges this guarantee is made on us in writing on or before, we shall be discharged from all liability under this guarantee thereafter.
i f t a a a f	(name of the bank) further agree with the OCC that the OCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said ourchase order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the OCC against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said purchase order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier(s) or for any forbearance, act or omission on the part of the OCC or any indulgence by the OCC to the said supplier(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
É	7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).
	3. We, (name of the bank) lastly undertake not o revoke this guarantee during its currency except with the previous consent of the OCC n writing.
Š	Notwithstanding anything contained herein above our liability under this guarantee shall:
	<ul> <li>a. be limited to a sum of Rsonly).</li> <li>b. stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before</li> </ul>
F	or
(	(indicate the name of bank)
E	Bank Guarantee No
[	Date

any court or Tribunal relating thereto our liability under this present being absolute and

#### FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

#### **POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the Stamp Act. The stamp paper to be in the name of	
Attorney).	
with address of the registered office) hereby constitution of as our attorney, to do in our name or things necessary or incidental to our bid for the work) including signing and submission of application responding to queries, submission of information all the dealings with OCCL or any other Government the works until culmination of the process of bidd and thereafter till the expiry of the purchase order.	who is presently employed with us and holding and on our behalf all or any of the acts, deeds work
We hereby agree to ratify all acts, deeds and thir to this Power of Attorney and that all acts, deeds and shall always be deemed to have been done by	and things done by our aforesaid attorney shall
(Add in the case of a Consortium/Joint Venture)	
Our firm is a Member / Lead Member of the Consc	ortium of ,
Dated this the Day of	
(Signature and name of authorized signatory)	
(Signature and name in block letters of all the re Company)	maining partners of the firm, Signatory for the
Signature of the Power of Attorney Holder	
Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

#### PERFORMANCE GUARANTEE

To,

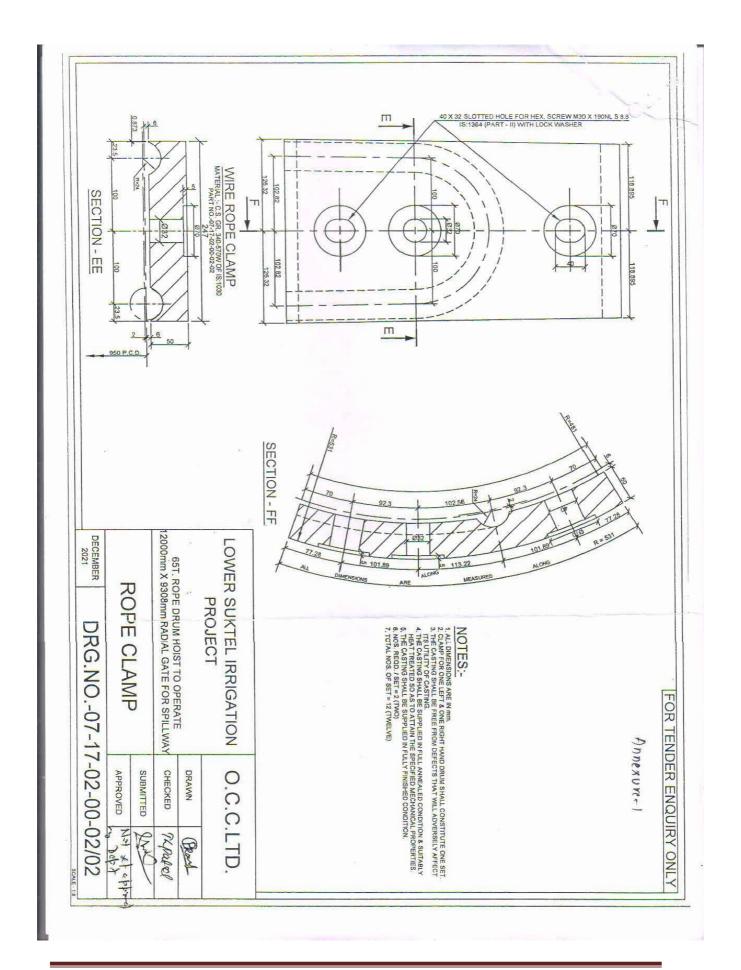
The Managing Director, Odisha Construction Corporation Limited, Bhubaneswar-751012

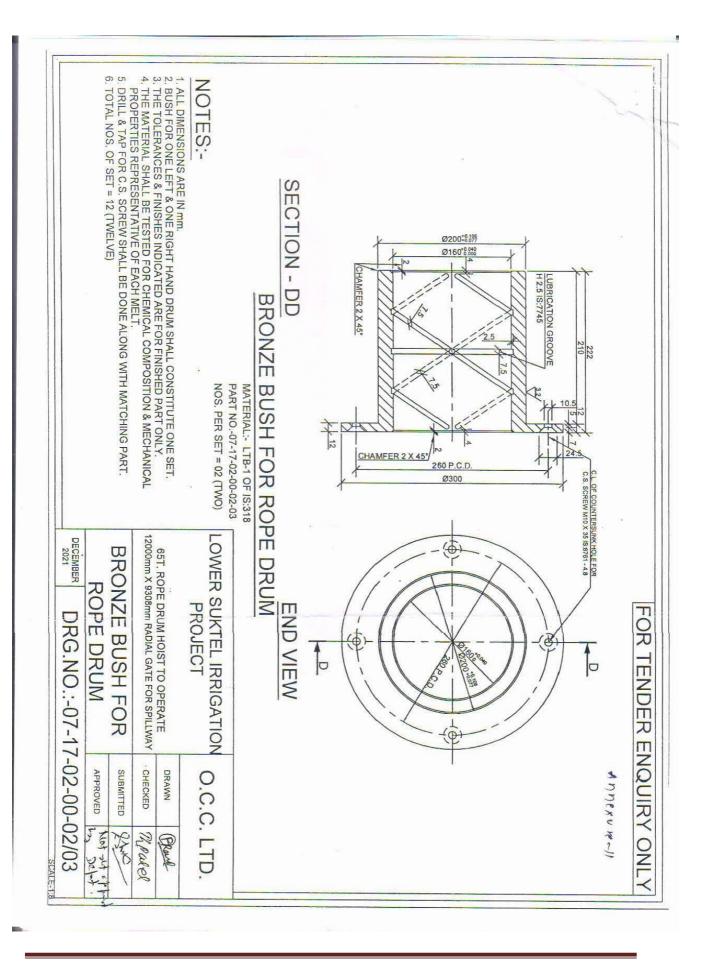
Bhubaneswar-751012	
Dear Sir,	
	have taken purchase order for the work of at the tender condition of purchase
order provide that the supplier shall pay a sum	of Rs
	only) as security deposit as
performance guarantee in the form therein me include guarantee executed by Scheduled Bar in case of default. The said	entioned. The form of payment of security depositing the security depositing the security depositing the security depositing the security deposition in the
at have agreed to give such guarantee as here	nafter mentioned.
any default is made by and or conditions of the agreement or if in you order or there is any demand by you against M/s	ereby agreed and undertake that if in your opinionin performing any of the terms r opinion he commits any breach of the purchase s then on notice to us by you we will on demand
and without reference to M/s	
	immediately pay to you, in any manner
in which you may direct, the said amount of Rs	
in which you may direct, the said amount of Rs (Rupees be demanded by you not exceeding the said su Our liability to pay is not dependent or condition	only) or such portion thereof as may and as you may be from time to time required. Onal on your proceeding against the supplier and as and when demanded by you merely on a claim

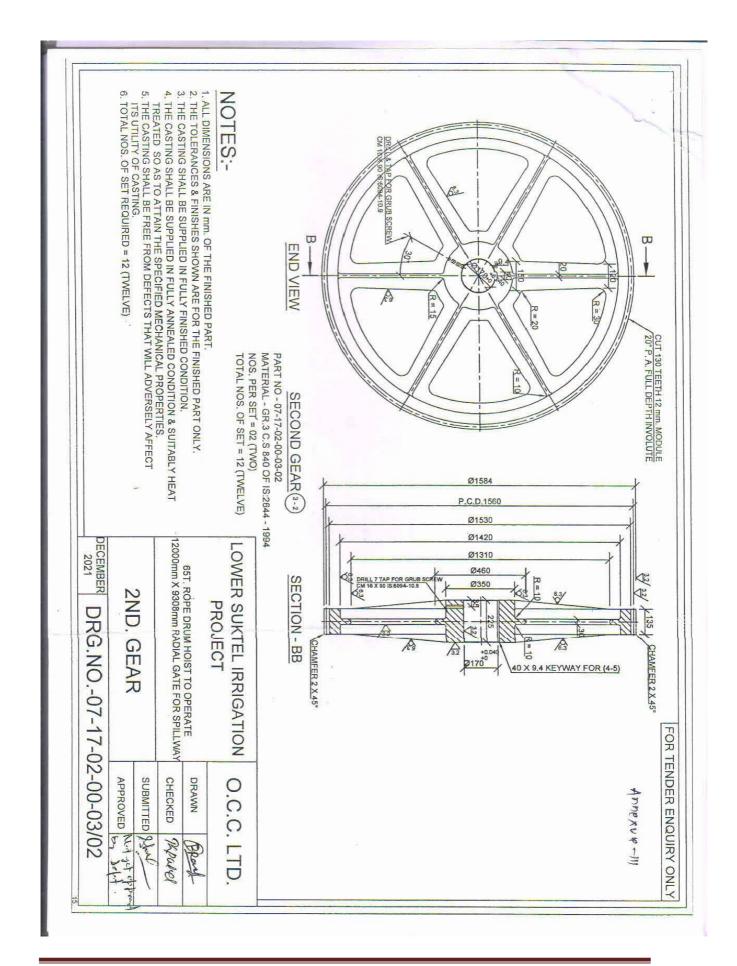
	The guarantee herein contained g up, dissolution or charge of co		
wiiiaiii	but shall in all	respects and for all purpos	e be binding and operative until
payme	nt of all money due to you in res	pect of such liability or liab	ilities.
4.	Our liability under this guarante	e is restricted to Rs	(Rupees
	Only). Our g	uarantee shall remain in fo	rce until
			ntee is filed against us within six
months	s from	(Whic	h is date of expiry of guarantee)
	r rights under the said guarantee Il liabilities there under.	snall be fortelted and we	shall be relieved and discharged
			er memorandum and articles of
	ation and the undersigned has f	•	-
	- ·		THING herein before contained,
	-		(Rupees _
		only).	
Our ai	iarantee shall remain in force u	ntil dated unless a suit or	action to enforce a claim under
			y date, all your rights under said
_	_		charged from all liabilities, there
under.	nee enam be remember and we c	man be released and alex	margod mom an nabilities, there
anaon			
		FOR BANK OF	
		Chief Ma	anager and Constituted Attorney
Dated:			
_ 55 G.			

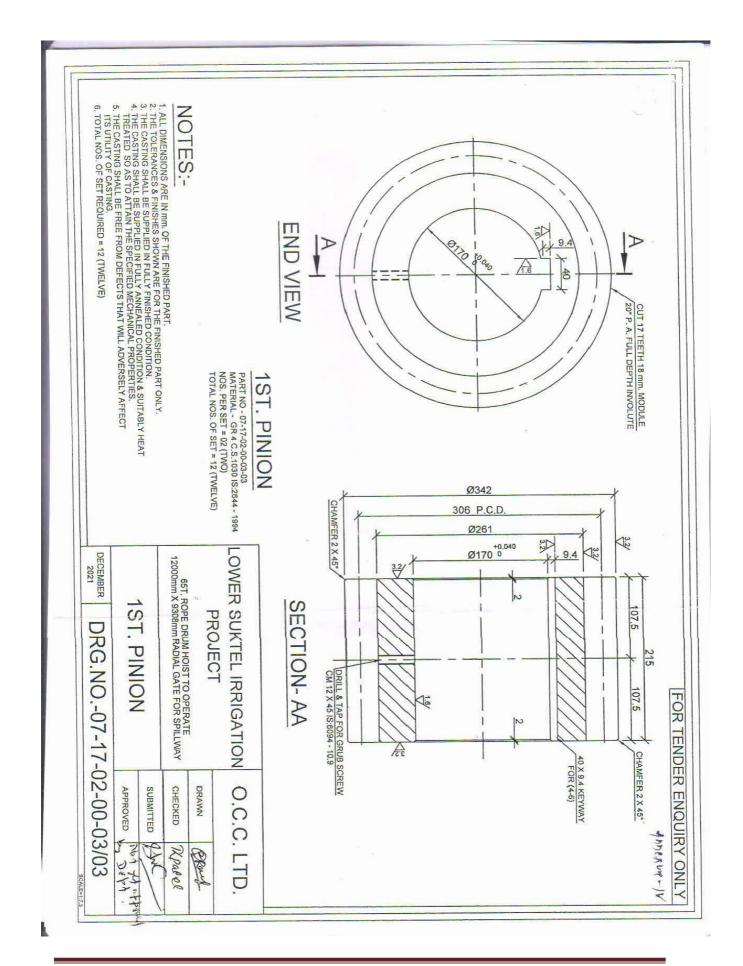
## **SECTION-III**

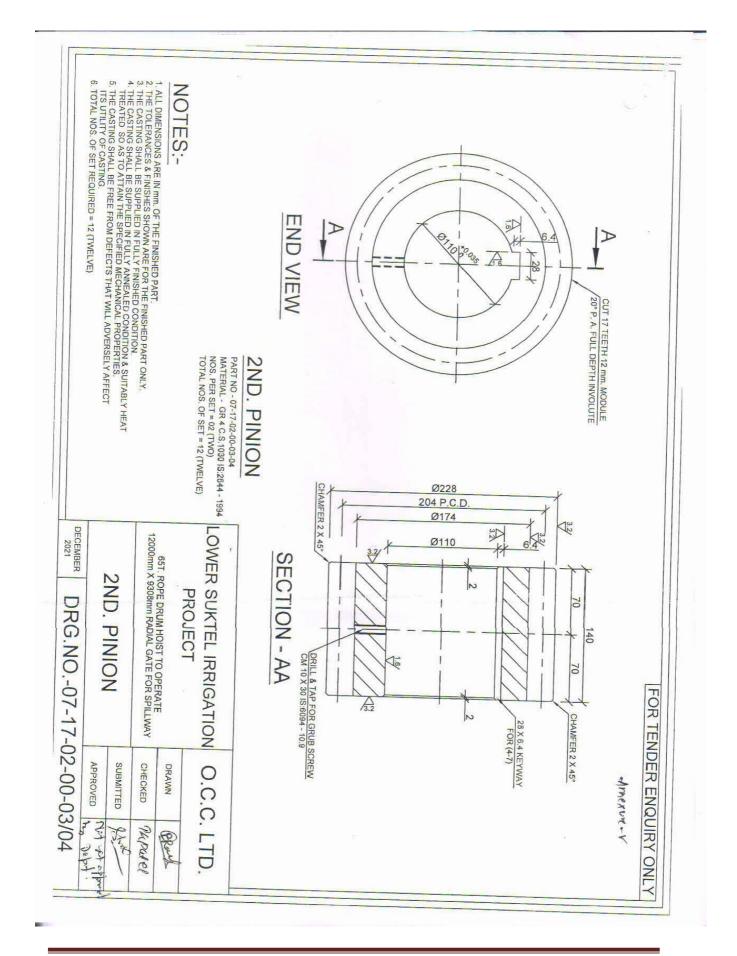
**DRAWINGS** 

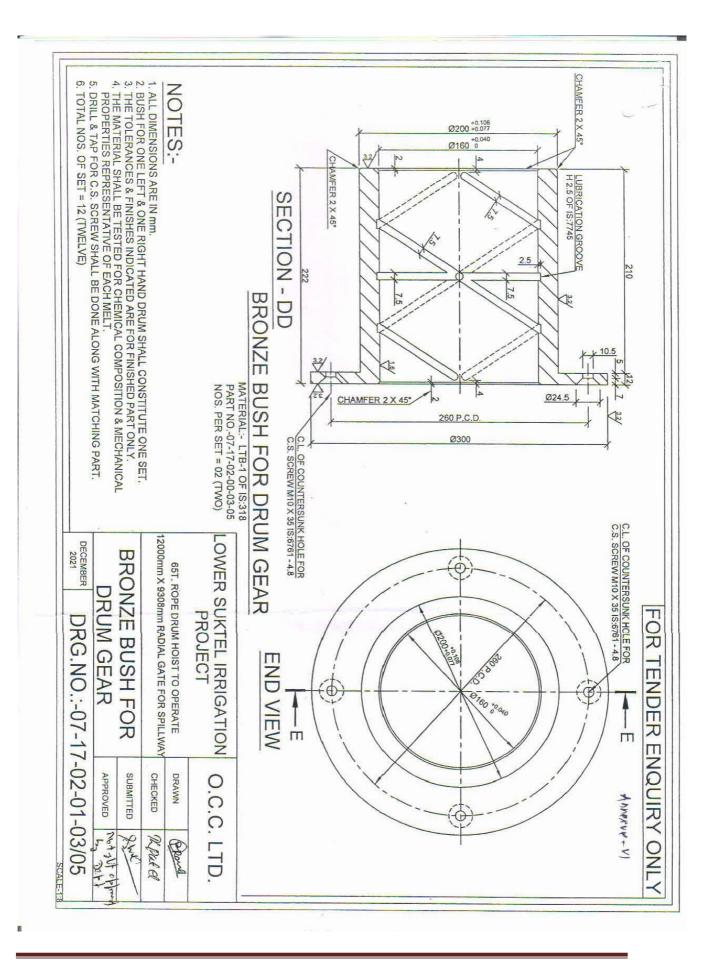












## ODISHA CONSTRUCTION CORPORATION LIMITED (A GOVT. OF ODISHA UNDERTAKING) CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR-751010 (ODISHA)

DETAILED SPECIFICATION AND PRICE SCHEDULE FOR "Supply of casting materials for Lower Suktel Irrigation Project (65T Rope Drum Hoist to operate radial gate for Spillway""  VIDE E-Procurement No. 18/OCCL/2022-23(Online)																							
													Rate per unit in Rs.					Rate per unit in Rs.				Total amount in Rs. for full materials	
SI. No.	Description of Item	Part No	Unit	Qty. reqd. in Unit	Basic Price per unit	Packing, forwarding, transportation, transit insurance, handling charges, incidental charges etc.	GST as applicable	Total in figures	Total in words	In figure	In words												
LOWER SUR	TEL IRRIGATION PROJECT( 65T ROPE DRUM HOIST TO OPERATE	12000MM x	x 9308l	MM RADIAL	GATE FOR SI	PILLWAY)																	
1	Rope clamp 340-570 W of IS: 1030 As per drawing (Annexure-I)	2-2	Nos.																				
2	Bronze Bush LTB-1of IS: 318 As per drawing (Annexure-II)	2-3	Nos.																				
3	Second Gear Gr.3 CS 840 IS : 2644 – 1994 As per drawing (Annexure-III)	3-2	Nos.																				
4	First Pinion GR.4 CS 1030 IS : 2644-1994 As per drawing (Annexure-IV)	3-3	Nos.																				
5	Second Pinion GR.4 CS 1030 IS 2644 -1994 As per drawing (Annexure-V)	3-4	Nos.																				
6	Bush for drum gear LTB-1 of IS: 318-1981 As per drawing (Annexure-VI)	3-5	Nos.																				

#### N.B:- 1) All the materials shall be supplied in finished / fully machined conditions.

Signature of the tenderer or his/their power of attorney holder with designation & seal.

**Senior Manager (Mech.)-I**, OCC Ltd, Central Workshop, Rasulgarh,

<sup>2)</sup> Lowest bid value shall be evaluated considering cumulative value of items 1 to 6.