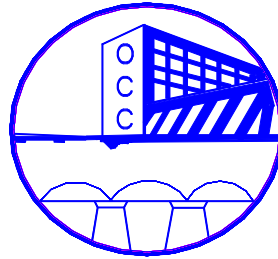


ODISHA CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)
BAGH BARRAGE GATE ERECTION PROJECT,
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 10.



DESIGNED TO EXCEL

TENDER DOCUMENT

Tender Call Notice No. OCC/BBEP/04/18-19 dated **17.11.2018**

Name of work:

**“2nd STAGE CONCRETING IN GATE GROOVES OF BAGH
BARRAGE ERECTION PROJECT.”**

(This tender document contains 12 (twelve) sheets including this cover page)

Signature of the “Tenderer
With full name, date and seal

Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project

Particulars of Tender document issue

ODISHA CONSTRUCTION CORPORATION LIMITED

(A GOVT. OF ODISHA UNDERTAKING)

BAGH BARRAGE ERECTION PROJECT,

CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 10.

Date of issue of tender document

Tender Call Notice No. **OCC/BBEP/04/18-19 dated 17.11.2018**

Issued in favour of :
(Full name & address)

Telephone No. – Land line :

Mobile :

Valid Registration no of SSI/Proprietorship:

Vide Money receipt No.:

Dated :

Issued by
(Stamp and signature of issuing officer)

Cost of tender paper : Rs 4,000/- + GST @ 12% Rs 480/- = Rs 4,480/-
(Non-refundable) (Rupees two thousand two hundred forty) only by hand /
& Postal / Courier charges of Rs.100/- = Rs 4,580/-
(Rupees two thousand three hundred forty) only by
Registered Post / Speed Post / Courier

Signature of the "Tenderer
With full name, date and seal

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Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project

**OFFICE OF THE SENIOR MANAGER (MECH.)
ODISHA CONSTRUCTION CORPORATION LIMITED**

(A GOVT. OF ODISHA UNDERTAKING)

**BAGH BARRAGE ERECTION PROJECT,
Central Workshop, Rasulgarh, Bhubaneswar – 10.**

TENDER CALL NOTICE NO.OCC/BBEP/04/18-19 DATED 17.11.2018

1. On behalf of M/s. Odisha Construction Corporation Ltd, (“OCCL”), Senior Manager (Mech.), Bagh Barrage Erection Project, Central Workshop, Rasulgarh, Bhubaneswar – 10 invites sealed Tenders from invited from enlisted Job-workers registered with OCCL in Mechanical Grade-III & above for the following works.

Sl. No.	Description of Items / works	Period of completion	EMD	Cost of document + GST @12%
1.	“2 nd Stage concreting in gate grooves of Bagh Barrage Erection Project.”	(03) Three Calendar months	1(one)% of the tender value	Rs 4,480/-

2. The tender documents may be purchased from the Office of the Senior Manager (Mech.), Bagh Barrage Erection Project, Central Workshop, Rasulgarh, Bhubaneswar – 10 during office hours from **17.11.2018 to 26.11.2018** except Sundays and holidays (up to 1.00 P.M. of 26.11.2018) on payment of non-refundable cost of tender document as indicated in the table above in shape of Cash / Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of “M/s. Odisha Construction Corporation Ltd. - Project Account”. The tender shall also be available on our website at www.odishaconstruction.com to submit the tender. Interested tenderers may obtain further information, if any, from the undersigned.
3. The tender must be accompanied with Earnest Money Deposit of the amount specified for the work in the table above in any one of the forms specified in the tender document and should be valid for 90 (ninety) days from the date of opening of tenders.
4. The tenders must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Bagh Barrage Erection Project, Central Workshop, Rasulgarh, Bhubaneswar – 10 on or before **3.00 P.M. on 26.11.2018** and will be opened on the same day at 4.00 P.M. in the presence of the tenderers or their authorized representative, if they so desire. If there will be a public holiday on the last date of sale of tender document and receipt & opening of the tenders specified above, the tender document will be sold and tenders will be received and opened on the next working day at the same time and venue.

Signature of the “Tenderer
With full name, date and seal

3

Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project

5. Intending tenderers are required to furnish the following along with their tenders.
 - (i) Copy of valid GST certificate
 - (ii) Copy of valid labour license.
 - (iii) Copy of valid registration certificate with Employees Provident Fund Authority.
 - (iv) Copy of valid ESI registration issued by competent authorities.
 - (v) Copy of PAN card
 - (vi) Copy of document indicating residential address
 - (vii) Copies of documents on credentials and proofs in support of successful execution of works of similar nature and magnitude earlier.
 - (viii) Undertaking in prescribed format available in the tender document.
 - (ix) Details of Earnest Money Deposit (EMD) in prescribed format available in the tender document.
 - (x) Copy of valid enlistment certificate as Job-worker issued by “OCCL”.
 - (xi) 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.
6. The authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.
7. The intending bidder is to quote their rates in the enclosed blank price schedule format only.
8. Quantity may increase or decrease as per requirement during execution of work at site as per direction of Engineer-in-Charge.
9. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement.
10. 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.

Signature of the “Tenderer
With full name, date and seal

Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project

EMD and document deposit particulars

DETAILS OF EARNEST MONEY DEPOSIT (EMD) AND DOCUMENTS SUBMITTED ALONG WITH TENDER

1. EMD amount ₹. _____ (Rupees _____)
only vide A/C Payee D.D. / B.C./ Pay Order No. _____
Dated _____ issued by _____
Bank, _____ Branch _____
2. GST Registration Certificate
3. P.A.N. card
4. Names of relations in O.C.C. Ltd.
5. Money receipt No. _____ Dated _____ issued by
_____ for ₹. _____
(Rupees _____) only
in support of purchase of tender schedule.
6. Any other documents.

Full signature of "Tenderer" with date and seal.

Signature of the "Tenderer"
With full name, date and seal

Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project

UNDERTAKING OF TENDERER

I / We Sri

(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 the "Tenderer
With full name, date and seal

Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:**

- i) "CORPORATION" means "ODISHA CONSTRUCTION CORPORATION LTD, ("OCCL" in short)" with registered office at Unit – VIII, Gopabandhunagar, Bhubaneswar-751012 (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.) / Manager (Mech.) / Asst. Manager (Mech./Elect.), "OCCL".
- iii) "JOB-WORKER" means the person / firm / organization having relevant experience with subsequent technical person, machinery, materials etc. have been awarded by OCCL to execute the work satisfactorily as per scope indicated herein within stipulated period.

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 EMD and ISD shall be forfeited. The work may be awarded in favour of some other agency at the discretion of the "Corporation".

3. **CONDITIONS FOR EXECUTION OF WORK.**

The tenderer shall quote their rates for the work to be executed **at Bagh Barrage Erection Project site, Sagada in the district of Boudh** inclusive of all levies, duties, transportation, transit insurance etc.

4. **RATE:**

The rate quoted by the tenderer is to be indicated in Rupees (₹.), which shall be valid for the full period of execution or till completion of work whichever is later. No escalation or price variation in whatsoever form shall be entertained. The rates quoted by the "Job-worker" 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 all transportation, handling, loading, unloading, 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.

5. **PAYMENT TERMS:**

- i) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- ii) The payment to the "Job-worker" shall be limited to the measurements taken and accepted by the client. The "Job-worker" cannot raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment.
- iii) The Job-worker will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".

Signature of the "Tenderer
With full name, date and seal

Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project

6. **INCOME TAX :**

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. GST applicable on purchased items and services rendered thereof shall be released as per norms.

7. **SECURITY DEPOSIT (SD)**

The Security Deposit (SD) at the rate of 5(Five) % shall be deducted on the gross amount of each bill of the "Job-worker". The security will be released after 6(six) months of completion of the work or settlement of final bill of the "Job-worker" whichever is later.

8. **RETURN OF PLANT, MACHINERY, EQUIPMENTS, TOOLS, TACKLES, MATERIALS, CONSUMABLES ETC.:**

The plants, machinery, equipments etc. of the "Corporation" are to be returned by the "Job-worker" in good working condition after completion of the work/termination of the contract by the "Corporation". The "Corporation" may hire plants, machinery, equipments, etc. from the owner as well as outside for use in work. The same are also to be returned by the "Job-worker" in acceptable good working condition with original fittings after completion of the work/termination of the contract by the "Corporation".

Any damage to/ by the plants, machinery, equipments etc. during use by the "Job-worker" shall be booked to the "Job-worker" for recovery from his bills.

9. **MEASUREMENT OF WORK:**

The quantity of work executed shall be measured and payment shall be made 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".

10. **ELECTRICITY**

Electricity if required for execution of work shall be provided by the Corporation and/or owner free of charges at one point only from where the Job-worker shall arrange further distribution with his own materials and labour.

11. **PAYMENT TO WORKMEN:**

The "Job-worker" should maintain job register and payment rolls of their workmen and get those checked by the "Engineer-in-Charge" or his authorized representative from time to time. The payment to the workers/ supervisory staff shall be made by the "Job-worker" in the presence of the owner and/or "Engineer-in-Charge" or his authorized representative as a token of disbursement. The copies of paid pay roll shall be submitted to the "Engineer-in-Charge" within a period of 7 (Seven) days from the date of payment failing which no further payment to the "Job-worker" shall be released.

12. **WORKMEN COMPENSATION:**

In case of any loss due to accident arising during / in connection with execution of the contract, the "Job-worker" will pay compensation to his workmen. The "Job-worker" will be fully responsible for his workmen as per workmen's compensation Act and Labour Laws in force during entire period of execution of contract. In case, the "Job-worker" fails to do so, the "Corporation" may pay the same and recover the same from the bills / dues of the "Job-worker".

Signature of the "Tenderer
With full name, date and seal

Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project

13 **INFORMATION OF WORKMEN:**

The "Job-worker" will make his own arrangements of labour and shall furnish all information of workmen employed by him like name, father's name, full permanent address, sex and age to the "Engineer-in-Charge" along with the pay.

14 **STATUTORY REQUIREMENTS:**

The "Job-worker" shall comply all statutory requirements applicable at site of work such as Minimum Wage Act, Labour Act, Factory Act, Workmen's Compensation Act, Provident Fund Rules, etc. A certificate to this effect shall be enclosed by the "Job-worker" with each Running Account Bill for payment.

15 **MINIMUM AGE OF WORKMEN:**

The "Job-worker" shall not employ any person, who is below the age of 18 (Eighteen) years or unfit for the tendered items. The "Engineer-in-Charge" shall have right to decide, whether any labour employed by the "Job-worker" is below the age of 18 (Eighteen) years or unfit and refuse to allow any labour, whom he decides to be below the age of 18 years or unfit for any other reason.

16 **LABOUR LICENSE:**

The "Job-worker" has to obtain valid labour license and maintain all records at his own cost as per the conditions laid down in the labour rules in vogue and amended from time to time.

17 **MINIMUM WAGES ACT:**

The "Job-worker" shall pay wages of each labour at the rate not less than the wages as per Minimum Wages Act in force and as may be amended from time to time. The "Engineer-in-Charge" has the right to enquire into and decide on any complaint of the labourers relating to non-payment or less payment of wages to them and his decision will be final and binding on the "Job-worker".

18 **INSURANCE:**

The workmen insurance shall be the responsibility of the "Job-worker". He shall produce the records in support of workmen insurance to the "Engineer-in-Charge" for check and record. Further the materials supplied and work executed shall be fully insured by supplier under compressive insurance policy covering all risk against loss or damaged incidental manufacturer or acquisition, transportation, storage execution and till acceptance/handing over of the completed work.

19 **IDLE LABOUR:**

"OCCL" will not be held responsible for idle labourers of the "Job-worker" for any reason, whatsoever and no claim on this account will be entertained.

20 **CLAIMS AND LIABILITIES:**

All claims/liabilities etc. arising out of Explosives Act and Labour laws shall be borne by the "Job-worker" and he shall keep the "Corporation" indemnified against them and also in case of injuries or death of labourer (s) resulting from accidents during the execution of the work. In case the "Corporation" will have to pay for any such claims under Workmen's Compensation Act, the same shall be adjusted from the pending bills/dues of the "Job-worker" or shall be recovered otherwise as per law from him.

21 **SAFETY:**

The "Job-worker" should abide by the safety laws and rules of statutory bodies, "Corporation" and owner as per direction of "Engineer-in-Charge" and Safety Officers inspecting from time to time.

22 **WATCH AND WARD:**

The "Job-worker" shall arrange watch and ward and safety of the site his materials, vehicles, equipments, etc. at his own cost. No accommodation will be provided by OCCL. The Job worker has to arrange accommodation for their working staff during execution of work as well as proper shed for storage of materials with safety precautions.

23 **AUTHORISED PERSON:**

The "Job-worker" may in writing authorize his power of attorney holder or any other person to draw materials, avail facilities, attend measurements etc. during the course of execution of work. All liabilities created by the authorized person of the "Job-worker" by way of loss of materials drawn, amenities availed, unpaid wages created etc. shall be considered as the liabilities of the Job worker and such liabilities shall be made good by the "Job-worker" or it shall be recovered from the bill/payment due to him.

24 **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.

25 **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) %.

26 **BREACH OF CONTRACT:**

The ISD including EMD, SD and additional SD are 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.

27 **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.

28 **SITE VISIT:**

The "Job-worker", interested to participate in the tender, should visit the site of work and get himself acquainted with site conditions and tendered work before submitting the tender.

29 **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 quantity shown in any tender call notice is only indicative and may vary.

30 **FORCE MEASURE:**

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 usurped power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.

31 **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.

To be furnished in original

OFFICE OF THE SENIOR MANAGER (MECH.)
ODISHA CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)
BAGH BARRAGE ERECTION PROJECT.
Central Workshop, Rasulgarh, Bhubaneswar – 10.

PRICE SCHEDULE

For the work: “2ND STAGE CONCRETING IN GATE GROOVES OF BAGH BARRAGE ERECTION PROJECT.”

Sl. No.	Description of work	Unit	Total Qty.	Rate (in ₹.)	GST		Total Amount (in ₹.)
					Rate (in %)	Amount (in ₹.)	
1	Labour charges for providing RCC grade M-30 for 2 nd stage concreting of stop log gate grooves, etc. including chipping of the grooves & block outs using 20mm and downgraded crusher broken hard granite aggregates of approved grades and quality from approved quarry free from weathered skin surface, dust and any other deleterious materials as per approved design, drawing and specification with all leads, lifts, de-lifts including cost of carriage, royalty and all other taxes of all materials mixing and vibrating concrete by mechanical means including shuttering and supply of all T & P, machineries, labour charges cost and carriage of water for mixing concrete and curing including hire and running charges of all machineries equipments constructions / erection and removal of gangway staging, scaffolding, incidental charges complete including cost of cement as per the direction and instruction of Engineer-in-Charge.	Cum.	87.000				

Signature of the “Tenderer
With full name, date and seal

Senior Manager (Mech.), OCCL,
Bagh Barrage Erection Project