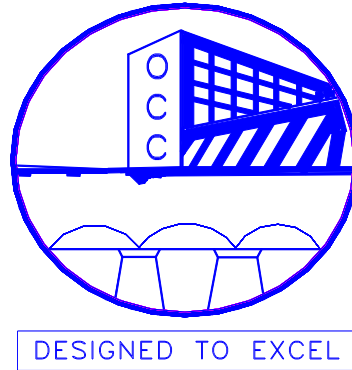


# ODISHA CONSTRUCTION CORPORATION LIMITED

(A GOVT. OF ODISHA UNDERTAKING)

CENTRAL STORE & MACHINERY PROJECT, BHUBANESWAR – 12.



## TENDER DOCUMENT

Tender Call Notice No. 26 /OCC/CST-04/Works/980/2021 dated. 18.11.2022

### **Name of work:**

“Loading and transportation of Escort RT-40 Crane bearing Regd. No. OD-02-9835, presently at Deo Gate Erection Project, Karanjia site in the district of Mayurbhanj to Anandapur Barrage Gate Erection project, Anadapur, Dist: Keonjhar and unloading & load test of the said crane at Anandapur Barrage Gate Erection project, Anadapur, Dist: Keonjhar as per direction of Engineer-in-Charge”

(This tender document contains 11 (Eleven) sheets including this cover page)

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

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.

## ANNEXURE-I

### FORMAT OF BID SECURITY DECLARATION FROM TENDERER IN LIEU OF EMD (On Tenderers Letter head)

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

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

Signature and Seal of Authorised Signatory  
of Tenderer

Name of Authorised  
Signatory .....

Company  
Name .....

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

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.

# ODISHA CONSTRUCTION CORPORATION LIMITED

(A GOVT. OF ODISHA UNDERTAKING)

Central Store & Machinery Project, Bhubaneswar – 751012.

\*\*\*\*\*

## TENDER CALL NOTICE NO. 26 / OCC/CST-04/Works/980/2021 dtd. 18.11.2022

1. On behalf of M/s. Odisha Construction Corporation Ltd., (“OCCL”), Senior Manager (Mech.), Central Store & Machinery Project, Unit-VIII, Gopabandhu Nagar, Bhubaneswar – 751012 invites sealed tenders from reputed transporters / fleet owners having Low bed Trailer of their own for the following work.

Sl. No.	Description of works	Cost of tender document +CGST @ 9% +SGST @ 9% (in Rs.)
1	“Loading and transportation of Escort RT-40 Crane bearing Regd. No. OD-02-9835, presently at Deo Gate Erection Project, Karanjia site in the district of Mayurbhanj to Anandapur Barrage Gate Erection project, Anadapur, Dist: Keonjhar and unloading & load test of the said crane at Anandapur Barrage Gate Erection project, Anadapur, Dist: Keonjhar as per direction of Engineer-in-Charge”	2360/-

2. The tender document may be downloaded from O.C.C. Ltd., website [www.odishaconstruction.com](http://www.odishaconstruction.com). and submitted alongwith non-refundable cost of tender document amounting to Rs2000/- + GST @ 18% = Rs.2360/- in shape of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of “Odisha Construction Corporation Ltd. - Project Account” may be deposited along with the tender. The authority shall not be responsible for missing of any page during downloading.
3. The tenders must be submitted to the Senior Manager (Mech), Odisha Construction Corporation Ltd., Central Store & Machinery Project, Unit-8, Bhubaneswar-12 on before 3.00 PM on 23.11.2022 and will be opened on 23.11.2022 at 4.00 PM in the presence of the tenderer, who may like to be present. If there will be a public holiday on the last date of receipt & opening of the tenders as specified above, tenders will be received & opened on the next working day at the same time and venue
4. **Intending tenderers are required to furnish the following along with their tenders.**
- (i) Copy of up-to-date valid GST clearance
  - (ii) Copy of valid Service Tax registration issued by competent authorities.
  - (iii) Copy of PAN card / GST TIN.
  - (iv) Copy of document indicating residential address
  - (v) Copies of documents on credentials and proofs in support of successful execution of work of similar nature and magnitude earlier.
  - (vi) Undertaking in prescribed format available in the tender document.

- (vii) Complete tender document duly filled-in and signed on each page by the tenderer or his/their power of attorney holder with date, full name, designation and official seal. In case of power of attorney holder, the copy of such document should accompany with the tender.
- (viii) Copy of labour license should be enclosed if required
- (ix) Copy of R.C Book, Insurance, PUC certificate, fitness, driving license of Driver should be submitted.
- (x) The transporter should produce the copy of Transit Insurance before shipment of the above crane to **Anandapur Barrage Gate Erection project** , Anadapur, Keonjhar from Deo Gate Erection project, Karanjia
- 5. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
- 6. The intending tenderer is to quote their rates in the enclosed blank price schedule format only.
- 7. The successful tenderer shall have to execute the work as per scope of work and terms, conditions of agreement.

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

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.

## **Tender Paper Cost and document deposit particulars**

### **DETAILS OF TENDER PAPER COST AND DOCUMENTS SUBMITTED ALONG WITH TENDER**

1. Tender Paper cost amounting Rs. \_\_\_\_\_ (Rupees -----  
-----) only vide reference of Demand Draft in any nationalized bank -----  
----- Dated \_\_\_\_\_ issued by -----  
Bank, \_\_\_\_\_ Branch \_\_\_\_\_
2. GST Registration Certificate
3. P.A.N. card
4. Names of relations in O.C.C. Ltd.
5. Any other documents.

Full signature of "Tenderer" with date and seal.

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

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.

## **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.),  
Central Store & Machinery Project,  
OCCL.

## **SCOPE OF WORK AND TERMS & CONDITIONS**

- 1) The transporter has to load and transport of Escort RT-40 Crane bearing Regd. No. OD-02-9835, presently at Deo Gate Erection project, Karanjia site in the district of Mayurbhanj to Anandapur Barrage Gate Erection project, Anandapur, Dist: Keonjhar and unloading, by making ramp at Spillway site of Anandapur Barrage Gate Erection project, Anandapur, in the district of Keonjhar as per direction of Engineer-in-Charge.
- 2) All arrangements for loading, transportation, unloading by the transporter for which required tools, tackles, Trailers, manpower for making ramp etc. at both ends are to be provided by the transporter for completion of the work and no extra cost will be paid by OCCL for such purpose.
- 3) The detail analysis of rates for the subject work may be calculated & submitted along with the route chart in a separate sheet as enclosure to the TCN which is mandatory.
- 4) The crane shall be carefully transported through low-bed trailers so that no damage / loss shall occur to the components of the crane during transportation.
- 5) The transporter may inspect the crane stationed at Deo Gate Erection project site, Karanjia along with the route for transportation before quoting their rates.
- 6) The transporter has to quote the rate as per the scope of work indicated in the price schedule.
- 7) The rates quoted shall be valid for 90 (Ninety) days.
- 8) The transporter has to execute an agreement with the Corporation for execution of the work.
- 9) All incidental charges during transportation of the crane shall be borne by the transporter in full.
- 10) Payment: 100% payment shall be made to the firm after satisfactory completion of the work. Advance payments/ part payments cannot be made under any circumstances.
- 11) The work shall be completed within 10 (Ten) days from the date of letter of intent or work order.
- 12) Any dispute arising out of this quotation 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 Orissa High Court at Bhubaneswar only.

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

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.

## **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 works including the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Central Store & Machinery Project, Unit-VIII, Bhubaneswar – 12 or their authorized person.”
- iii) **“AGENCY”** 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 “Agency” 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 tender shall quote their rates for the work to be executed at sites 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 “Agency” should be firm for the entire period of execution.

The “Agency” 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 Agency will bear the full cost of rectification or replacement of works required as per direction of “Engineer-in-Charge”.

### **6. INCOME TAX, VAT/GST, OTHER TAXES, DUTIES, LEVIES ETC. :**

Income Tax at the prevailing rate from time to time will be deducted from each bill of the “Agency” and shall be deposited with Income Tax Authorities. The “Agency” shall bear GST on transportation and any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

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

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.



7 **WORKMEN COMPENSATION:**

In case of any loss due to accident arising during transportation. The "Agency" will pay compensation to his workmen / machinery. The "Agency" 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.

8. **MINIMUM AGE OF WORKMEN:**

The "Agency" 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 "Agency" 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.

9 **LABOUR LICENCE:**

The "Agency" 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.

10 **MINIMUM WAGES ACT:**

The "Agency" 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 "Agency".

11 **INSURANCE:**

The workmen insurance shall be the responsibility of the "Agency". He shall produce the records in support of workmen insurance to the "Engineer-in-Charge" for check and record. Further the machine shall be fully insured by the transporter 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.

12 **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.

13 **CLAIMS AND LIABILITIES:**

All claims/liabilities etc. arising out of Explosives Act and Labour laws shall be borne by the "Agency" 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.

14 **SAFETY:**

The "Agency" 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.

15 **WATCH AND WARD:**

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

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

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.

16 **RESPONSIBILITY OF JOB-WORKER:**

The work shall be completed by the "Agency" in all respect within the stipulated period of completion and the responsibility of the "Agency" shall cease only, when the items are fully accepted by the owner after erection of the crane at Lower suktel Gate Erection Project.

17 **SITE VISIT:**

The "Agency", 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.

18 **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 "Agency". The decision of the "Engineer-in-Charge" in this regard shall be final and binding on the "Agency". The amount remaining as outstanding against the "Agency" 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 "Agency" from works done by his under any other organization or from his properties.

19 **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.

20 **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.

21 **JURISDICTION:**

For all liabilities created under the various contractual obligations/impositions under this agreement, the "Agency" 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 "Agency" failing which all such disputes arising out of the agreement shall be subject to jurisdiction of Hon'ble High Court of Orissa at Cuttack and their sub-ordinate Courts at Bhubaneswar only. Both the parties agree by mutual consent that any dispute relating to this agreement is barred from arbitration.

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

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.

## ODISHA CONSTRUCTION CORPORATION LIMITED

(A GOVT. OF ODISHA UNDERTAKING)

Central Store & Machinery Project, Unit-VIII, Bhubaneswar – 12.

### PRICE SCHEDULE

Sl. No.	Description of work	Amount (in Rs.)		Total amount (in Rs.)	
		In figure	In words	In figure	In words
1	“Loading of Escort RT-40 Crane bearing Regd. No. OD-02-9835, presently at Deo Gate Erection Project, Karanjia site in the district of Mayurbhanj and unloading & load test the same crane at Anandapur Barrage Gate Erection project, Anadapur, Dist: Keonjhar as per direction of Engineer-in-Charge”				
2	Transportation of the said crane from Deo Gate Erection project, Karanjia in the District of Mayurbhanj to Anandapur Barrage Gate Erection project, Anadapur, Dist: Keonjhar as per direction of Engineer-in-Charge”				

Signature of the “Tenderer  
With full name, date and seal  
Mobile No:-  
Email ID:-

Senior Manager (Mech.),  
Central Store & Machinery Project,  
OCCL.