

ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

CENTRAL STORE & MACHINERY PROJECT

UNIT-VIII, GOPABANDHU NAGAR

BHUBANESWAR - 751012 (ODISHA)



TENDER DOCUMENT

TENDER CALL NOTICE NO: - 41 /OCC/CST-04/WORKS/921/2016 (VOL-III) DATED – 22.09 .2023

“LABOUR CHARGES FOR PAINTING OF BOOMS AND CHASSIS JACK INCLUDING COST OF MATERIALS OF TATA 1055 BLC CRANE ENGINE NO. 251586524 AS PER DIRECTION OF ENGINEER IN CHARGE AT LOWER SUKTEL GATE ERECTION PROJECT, BOLANGIR.

{This Tender document contains 12(Twelve) sheets including cover page}

**Signature of tenderer with date and stamp,
Full Name and address of tenderer with
mobile No. & E-mail ID.**

**Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.**

Particulars of Tender document issue

ODISHA CONSTRUCTION CORPORATION LIMITED

(A GOVT. OF ODISHA UNDERTAKING)

CENTRAL STORE & MACHINERY PROJECT, BHUBANESWAR – 12.

Date of issue of tender document

Tender Call Notice No.41 /OCC/CST-04/Works/921/2016(Vol-III) dtd.22.09 .2023.

**Issued in favour of:
(Full name & address)**

Telephone No. – Land line:

Mobile :

Vide Money receipt No.:

Dated :

**Issued by
(Stamp and signature of issuing officer)**

Cost of tender paper : Rs. 600.00 /- + GST @18% Rs.108.00 /- = Rs. 708 /-
(Non-refundable) (Rupees seven hundred eight only) by hand /
& Postal charges of Rs.100/- = Rs. 808.00 /-
(Rupees eight hundred eight) only by
Registered Post / Speed Post

Signature of the "Tenderer with full
name, date and seal with mobile No.
& E-mail ID.

Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.

ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

CENTRAL STORE & MACHINERY PROJECT,

BHUBANESWAR – 751012 (ODISHA)

TENDER CALL NOTICE NO:- 41 / OCC/CST-04/WORKS/921/2016 (VOL-III) DATED.22.09.2023

1. On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), Central Store & Machinery Project, Bhubaneswar-751012 (Odisha) invites sealed tender from the interested tenderers for the following works.

Sl. No.	Name of the work	Cost of document + CGST @ 9%+ SGST @ 9% in Rs.600	EMD 1% of quoted value	Period of completion.
1	"LABOUR CHARGES FOR PAINTING OF BOOMS AND CHASSIS JACK INCLUDING COST OF MATERIALS OF TATA 1055 BLC CRANE ENGINE NO. 251586524 AS PER DIRECTION OF ENGINEER IN CHARGE AT LOWER SUKTEL GATE ERECTION PROJECT BOLANGIR AS PER DIRECTION OF ENGINEER-IN-CHARGE."	Rs. 708/-		01 (One) Month

2. The tender document may be purchased from the office of the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Central Store & Machinery Project, Bhubaneswar-751012 during office hours from 22.09 .2023 to 30.09 .2023 (up to **1.00 PM** of **30.09 .2023**) on payment of non-refundable cost of tender document as indicated in the table above in shape of Demand Draft drawn on any Nationalized / Scheduled bank payable at Bhubaneswar only in favour of **Odisha Construction Corporation Ltd.- Project Account** or may be deposited by cash in concerned office. Interested tenders may obtain further information, if any, from the undersigned.
3. The tender document may be downloaded from OCCL website www.odishaconstruction.com and non-refundable cost of tender document amounting to **Rs. 708/-** (Rupees seven hundred eight) only inclusive of CGST @ 9% & SGST @ 9% in shape of Account Payee Demand Draft drawn on any nationalized / scheduled bank payable at Bhubaneswar only in favour of **Odisha Construction Corporation Ltd.-Project Account** may be deposited along with the tender.
4. The tender must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Central Store & Machinery Project, Bhubaneswar-751012 (Odisha) on or before **3.00 PM** on **30.09.2023** and will be opened on the same day at **4.00 PM** in the presence of the tenderers, who may like to be present. If there will be a public holiday on the last date of sale of tender document and receipt & opening of the tender as specified above, the tender document will be sold and tender will be received & opened on the next working day at the same time and venue.

Signature of the "Tenderer with full name, date and seal with mobile No. & E-mail ID.

Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.

5. Intending tenderers are required to furnish the following along with their tender.
 - (i) Earnest money deposit
 - (ii) Cost of tender document duly signed & stamped on each page
 - (iii) Copy of valid GST registration certificate
 - (iv) Copy of PAN card
 - (v) Copy of document indicating residential address
 - (vi) Details of Earnest Money Deposit (EMD) 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.
6. The intending bidder is to quote rates in enclosed blank price schedule format.
7. The successful bidder shall have to execute the work as per scope of work, terms and conditions of agreement & direction of Engineer-in-Charge.
8. The successful bidder should submit detail work program to Engineer-in-Charge for approval.
9. The Tenderer should furnish rate analysis for the work along with tender.
10. The authority reserves absolute right to accept or reject any or all tender without assigning any reason thereof.
11. 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 with mobile No.
& E-mail ID.

Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.

EMD and document deposit particulars

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

1. EMD amount Rs. _____ (Rupees _____)
only vide A/C Payee D.D. / B.C./ Pay Order No. _____
Dated _____ issued by _____
Bank, _____ Branch _____

2. GST/Sales Tax Clearance Certificate

3. P.A.N. card

4. Names of relations in O.C.C. Ltd.

5. Money receipt No. _____ Dated _____ issued by
_____ for Rs. _____
(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 with mobile No.
& E-mail ID.

Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.

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:

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 with mobile No.
& E-mail ID.

Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.

SCOPE OF WORK AND TERMS & CONDITIONS

- 1) All arrangements for painting with required tool, tackles, manpower will be provided by the tenderer.
- 2) The bidder may inspect the TATA 1055 BLC Crane stationed at Lower Suktel Gate Erection Project Bolangir before quoting their rates.
- 3) The bidder has to quote the rate as per the scope of work indicated in the price schedule.
- 4) The rates quoted shall be valid for 30 (Thirty) days.
- 5) 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.
- 6) The work shall be completed within 30 (Thirty) days from the date of letter of intent or work order.
- 7) 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 with mobile No. & E-mail ID.

Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.

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 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 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, 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”.

Signature of the “Tenderer with full
name, date and seal with mobile No.
& E-mail ID.

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

Income Tax at the prevailing rate from time to time will be deducted from each bill of the "Agency" and shall be deposited with Income Tax Authorities. No GST on works contract shall be levied from the bills of "Agency". However, the "Agency" shall bear sales tax/ GST on materials procured by him. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

7. **WORKMEN COMPENSATION:**

In case of any loss due to accident arising during / in connection with execution of the contract, the "Agency" will pay compensation to his workmen. 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 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.

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.

Signature of the "Tenderer with full name, date and seal with mobile No. & E-mail ID.

Senior Manager (Mech.),
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Odisha Construction Corporation Ltd.

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.

16 **BREACH OF CONTRACT:**

The EMD is liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the "Corporation" including due of labourers / workmen and other statutory payable liabilities payable by the "Corporation" as principal employer shall be cleared by the "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.

17 **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.

18 **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.

19 **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 with mobile No. & E-mail ID.

Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.

PRICE BID

Sl. No.	Description	Quantity	Amount in Rs.
1	Boom repairing rusting and damage portion cutting by gas as per size pipes & angle lining & fixing.	1 Job	
2	Front side chassis, chassis Jack & gantry old paint scarping, washing, 2 coat colour spray painting.	1 Job	
3	Gantry repairing rusting and damage portion cutting by gas as per size pipes and flat lining & fixing	1 Job	
4	Back side chassis, chassis jack and counter weight old paint scarping, washing, 2 coat colour spray painting	1 Job	
5	Scrapping of old paint, cleaning, washing etc. double coat anti rust zinc primer, double coat enamel paint, thinner cost of paint sprayer painting accessories for spray painting and labour charges for approximate area of 218m ²	1 Job	
		Total :	

Signature of the "Tenderer with full name, date and seal with mobile No. & E-mail ID.

Senior Manager (Mech.),
Central Store & Machinery Project,
Odisha Construction Corporation Ltd.