

# ODISHA CONSTRUCTION CORPORATION LTD. (A Govt. of Odisha Undertaking) Office of the Senior Manager (Civil) Chheligada Group of Projects Berhampur

(QUOTATION CALL Notice)

Short Quotation Call Notice No. 01/CGP/2024-25, Date- 15/07/2024

#### **NAME OF WORK**

Preparation of DPR along with Architectural & Structural Design Drawing (including all amenities), P.H & Electrical layout drawing, layout plan of the total area including landscaping (as per NCSM) norms of Sub Regional / District Science Centre at Paralakhemundi in the District of Gajapati.

Senior Manager (Civil)
OCCL, Chheligada Group of Projects

## **TABLE OF CONTENTS**

SI.	Description	Pa	iges
No.		From	То
1.	Particulars of payment of Quotation		
	document cost & other statutory		
	documents including Undertaking by the	2	3
	Associated Consultant ( <i>To be filled up</i>		
	by the Associated Consultant)		
2.	Short Quotation Call Notice (Section-I)	4	7
3.	Information & instruction to bidders	8	12
	(Section-II)	O	12
4.	General Terms and Conditions (Section-	13	18
	III)	15	10
5.	Special Conditions of Contract (Section-	19	22
	IV)	19	
6.	Financial Proposal (Section-V)	23	24

# 1. <u>DETAILS OF DEPOSITS SUBMITTED BY THE ASSOCIATED</u> CONSULTANT WITH THE QUOTATION

(DETAILS TO BE FILLED IN BY THE ASSOCIATED CONSULTANT)

# A. <u>DETAILS OF QUOTATION PAPER COST SUBMITTED BY THE ASSOCIATED CONSULTANT</u>

	Dated	issued by	Bank
-		Branch in favour of " Odisha Constr	uctior
(	Corporation Ltd" payable	at <b>Berhampu</b> r.	
	TAILS OF EARNEST N IATED CONSULTAN	MONEY DEPOSIT (EMD) SUBMITTED BY THE T	
EMD	o amounting to Rs		
only	vide A/C Payee	Demand Draft No	
Date	ed	issued by	Bank
		Branch in favour of "Odisha Construction Corpo	ratior
Ltd"	payable at <b>Berhampur</b> .	•	
Ltd"	payable at <b>Berhampur</b> .		
Ltd"	payable at <b>Berhampur</b> .	•	

### 2. Particulars of the Associated Consultant

(Details to be filled in by the Associated Consultant in the blank space)

Full Name of the Associated Consultant :-
OCCL enlistment No-
(in-case, the quotationer has applied for enlistment and not received the certificate, the consultant must attach the receipt of the application form along with the copy of application fees deposite failing which their bid shall be out rightly rejected)
Full Address of the Associated Consultant :-
PIN
Telephone No. – Land line : Mobile :
E-mail ID :-

Signature of the "Associated Consultant" with seal

# **SECTION-I**

## **SHORT QUOTATION CALL NOTICE**

# ODISHA CONSTRUCTION CORPORATION LTD. (A Govt. of Odisha Undertaking) Chheligada Group of Projects, Berhampur

#### **SHORT QUOTATION CALL NOTICE** No. 01/CGP/2024-25, Dt.15.07.2024

The Senior Manager (Civil), OCCL, Chheligada Group of Projects, Berhampur on behalf of Odisha Construction Corporation Limited invites Short quotations from the OCCL enlisted Associated Consultants for execution of the following assignments.

SI.	Name of Work	Time of	Bid Security	Cost of Bid
No.		completion	In Rs	documents (in Rs)
				(including GST) (Non-
				refundable)
1.	Preparation of DPR along with	01 Month	Rs. 5,000/-	Rs. 2000.00 + GST @
	Architectural & Structural Design			18% i.e. Rs. 360.00 =
	Drawing (including all amenities), P.H & Electrical layout drawing,			Rs.2360.00
	layout plan of the total area			
	including landscaping (as per			
	NCSM) norms of Sub Regional /			
	District Science Centre at			
	Paralakhemundi in the			
	District of Gajapati.			

- Bid document must be accompanied by bid security / E.M.D of the Rs. 5,000/- (Rupees Five Thousand) only and shall be in shape of A/C Payee Demand Draft from any nationalized/schedule bank payable at Berhampur in favour of "Odisha Construction Corporation Limited".
- 2. Bid documents can be purchased from the office of the Senior Manager (Civil), OCCL, Chheligada Group of Projects, Berhampur by depositing a sum of Rs. 2360.00 (Rupees Two Thousand Three Hundred Sixty) only through Cash/ Cheque / Demand Draft from dt.15.07.2024 to 24.07.2024 during office hours .
- 3. The document must be accompanied by the money receipt towards cost of bid documents.

#### 4. Quotation Details:

Procurement	Availability of Short	Submission of Bid in specified	Date & Time of
Officer	Quotation in O/o	sealed Quotation box in the	opening of Quotation
	Senior Manager	office of the Senior	
	(Civil), OCCL,	Manager (Civil), OCCL,	
	Chheligada Group of	Chheligada Group of	
	Projects, Berhampur.	Projects, Berhampur.	
1	2	3	4
Senior Manager	2 From 15.07.2024,	From 15.07.2024,	25.07.2024 at
Senior Manager (Civil), OCCL,		9	-
	From 15.07.2024,	From 15.07.2024,	<b>25.07.2024</b> at
(Civil), OCCL,	From 15.07.2024, 10.00 A. M To 24.07.2024 5.30 P.M	From 15.07.2024, 10.00 A. M	25.07.2024 at 11.30 AM in the office of the Senior Manager (Civil),
(Civil), OCCL, Chheligada	From 15.07.2024, 10.00 A. M To 24.07.2024 5.30	From 15.07.2024, 10.00 A. M To 24.07.2024 5.30 P.M	<b>25.07.2024</b> at <b>11.30 AM</b> in the office of the Senior

- 5. Duly filled in bid documents are to be dropped in the quotation box kept in the office of the Senior Manager (Civil), OCCL, Chheligada Group of Projects at **BERHAMPUR** from 15.07.2024 to 24.07.2024 during office hours.
- 6. Bid validity period of the quotation is 30 **(thirty) days** from the last date of submission of bid. Conditional bid is subjected to forfeiture of EMD/Bid Security. If any bidder withdraws his Bid before the said period or makes any modification in the terms and condition of the bid, the EMD deposited at the time of submission of bid shall stand forfeited.
- 7. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government/Corporation is allowed to work as a contractor for a period of two years after his retirement from Government Service/Corporation service, without Government/Corporation's permission.
- 8. Intending bidders are required to furnish the following documents duly signed by the bidders along with their quotation.
  - (i) Demand Draft issued by any nationalized/scheduled bank in original towards E.M.D/ Bid Security
  - (ii) Money Receipt/Demand draft issued by any nationalized/scheduled bank in original towards cost of bid document.
  - (iii) Affidavit Regarding authenticity of documents (as per the prescribed proforma)
  - (iv) Valid OCC Ltd enlistment certificate as Associated Consultant
  - (v) GST Registration Certificate
  - (vi) Copy of PAN Card.
  - (vii) Copy of No Relation certificate as per prescribed proforma.
  - (viii) Undertaking to pay minimum wages.
  - (ix) Complete bid document duly filled-in and signed on each page by the bidder or his/their power of Attorney holder with date, full name, Designation, & Official Seal. In case of power of Attorney holder the copy of such delegation is to be enclosed with the tender documents.
  - (x) Any other documents required as per Quotation Call notice.
- 9. Quotation documents duly filled in should be dropped in the specified box, available in the office of the Senior Manager (Civil), OCCL, Chheligada Group of Projects, Berhampur in a sealed cover marked with name of work on the envelope from 15.07.2024 to 24.07.2024 from 10.00 AM to 5.30 P.M on working days.

The quotation documents will be opened on **25.07.2024 at 11.30 AM** in presence of the bidders or their authorized representatives who may like to attend the opening of the quotation.

- 10. The bidders seeking clarification, if any regarding the Quitation may contact office of the undersigned/ Senior Manager(Civil), OCCL, Chheligada Group of Projects, Berhampur during office hour on any working days from **15.07.2024 to 19.07.2024**
- 11. Authority reserves the right to reject / Cancel any or all the Quotations without assigning any reason thereof.
- 12. Any dispute arising out of his above Short Quotation call notice shall be subject to Jurisdiction of Hon'ble High Court of Orissa at Cuttack and their subordinate Courts at Bhubaneswar only.

Senior Manager (Civil) Chheligada Group or Projects

Memo No:	Date2024
	Director, OCCL, Bhubaneswar for favour of kind
information and necessary orders.	
	Senior Manager (Civil),
Memo No:	Date2024
Copy submitted to the General Man favour of kind information and necessary o	ager (Civil), OCCL, Southern Zone, Berhampur for orders.
	Senior Manager (Civil),
Memo No :	Date2024
• •	ager (Civil), OCCL, System Business Division, Head necessary action. He is requested to publish the ebsite i.e. <a href="https://www.odishaconstruction.com">www.odishaconstruction.com</a> .
	Senior Manager (Civil),
Memo No :	Date2024
Copy to the Notice Board	
	Senior Manager (Civil)

# SECTION-II INFORMATION & INSTRUCTION

**TO BIDDERS** 

#### <u>INSTRUCTIONS TO BIDDERS</u>

#### **1** Preparation of Short Quotation Documents.

The intending bidder shall prepare the bid documents manually. As per the requirement of the bid document, the bidder will fill up required information's and fill up the item rate in figures in the document. The bidder has to enclose valid OCCL enlistment Certificate, PAN card, Affidavit, No relation certificate, GSTIN certificate, EPF Registration Certificate if any, EMD/Bid Security, D.D towards cost of submission of Bid and any other required document.

#### 2. Method of submission of Short Quotation Documents.

- 2.1 The information required as per bid documents may be provided in the specified format annexed to the bid document.
- 2.2 Associated Consultants are not required to write their name on the outer cover containing the bid documents. They are only, required to write the name of the work and authority who had issued the bids. The Short Quotation shall not be taken into consideration any item of which no rate has been entered will not be paid for by the employer when executed and shall be deemed covered by other rates and prices in the bill of quantities.
- 2.3 If the intending bidder is an individual, the documents shall be signed by the individual above his full type written name and current address.
- 2.4 If the intending bidder is a proprietary firm it shall be signed by the proprietor above his full name and with his current address.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 There is no provision for payment of Price Escalation.

#### 3. Opening of Quotation Document.

The Quotation documents will be opened on dated **25.07.2024 at 11.30 AM** in the Office of the Senior Manager (Civil), OCCL, Chheligada Group of Project, Berhampur in the presence of bidders or their authorized representative, who wish to be present.

#### 4. 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 Quotation without assigning any reasons thereof and his decision shall be final and binding on all the bidders.

#### 5. Further Clarification

The Senior Manager (Civil), OCC Ltd, Chheligada Group of Projects /his authorized representative may be contacted during office hours on any working days or online from 15.07.2024 to 19.07.2024 during office hours for any further clarification.

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

The Officer inviting the Quotation may publish any addendum / corrigendum/ cancellation of Quotation in the notice board and in web site and such notice shall form part of the bidding documents.

### **EMD and document deposit particulars**

#### (To be filled up by the Bidder)

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

1.	EMD amount Rs (Ru	pees	) only
	vide DD No	, Dated	issued by
	Bank,		Branch in favour
	of Odisha Construction Corporation Ltd pa	ayable at	
2.	GSTIN Certificate		
3.	P.A.N. card		
<b>.</b>	Gara		
1	Any other degiments ( As not Tondor Co	JI Notice)	
4.	Any other documents. ( As per Tender Ca	iii Nouce)	
		Full signature of "Bidder"	with date and seal

#### CERTIFICATE OF NO-RELATIONSHIP

I/We hereby certify that I/We\* am/ are\* related/ not related\* to any officer of Odisha Construction Corporation Ltd. of the rank of Manager & above and any officer of the rank of Assistant Executive Engineer / Under Secretary and above of the Water Resources Department, Govt. of Odisha I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.

 $\ensuremath{\mathrm{I}/\mathrm{We}}$  also note that, non-submission of this certificate will render my / our Bid liable for rejection.

Signature of the Bidder

\* Strike out which is not applicable

#### **UNDERTAKING TO PAY MINIMUM WAGES**

We do hereby undertake that, we shall pay wages of each labour at the rate not less than the wages as per Minimum Wages Act in force during the time of execution 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 us.

#### **Signature of the Bidder**

Name			
Address			
Date :			

# **SECTION-III**

## **GENERAL TERMS & CONDITIONS**

#### **GENERAL TERMS AND CONDITIONS**

#### 1. **DEFINITIONS**

- (i) "CORPORATION" means "ODISHA CONSTRUCTION CORPORATION LTD. ("OCCL" in short)" with registered office at Unit-8, Gopabandhu Nagar, Bhubaneswar–751 012 (Odisha) represented through its Managing Director or any other officer as designated by the "Corporation" from time to time.
- (ii) "ENGINEER-IN-CHARGE" means the qualified engineer deployed by the "Corporation" at work site for the work including the Senior Manager (Civil), "OCCL" in charge of the work.
- **(iii)** "ASSOCIATE CONSULTANT" means the enlisted person/firm/organization having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- **(iv)** "CLIENT" means the State Govt. or Central Govt. organization or any individual from whom "OCCL" has received the work for execution.

#### 2. AGREEMENT

The "Associate Consultant" 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. RATE

The rate quoted by the Associated Consultant 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 "Associated Consultant" should be firm for the entire period of execution.

The "Associated Consultant" shall quote the rates to complete the works as per scope of works inclusive of all transportation, handling, taxes, duties, levies, incidental expenses etc. that will be applicable on the work to be executed by him. No claim in this regard in whatsoever form shall be entertained.

#### 4. PAYMENT TERMS

- i) No advance shall be paid for the work. The rates shall remain firm throughout the agreement period.
- ii) The payment to the "Associate Consultant" shall be limited to the measurements taken and accepted by the client. The "Associate Consultant" cannot raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment.

**Associated Consultant** 

Senior Manager (Civil)

- iii) The Associate Consultant will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".
- iv) The payment to the "Associate Consultant" against any item shall be released only after receipt of payment by the "Corporation" from the "Client" against respective item.
- v) Any penalty levied by "Client" on "OCCL" due to delay in work or sub-standard quality of work will be borne by the "Associate Consultant" in full, if the "Associate Consultant" is responsible for that.

#### 5. INITIAL SECURITY DEPOSIT (ISD)

The "Associate Consultant" shall deposit Initial Security Deposit (ISD) at the rate of 2(Two) % of the work/agreement value in shape of **A/C Payee Demand Draft of any nationalized or scheduled bank** operative in Odisha, pledged in favour of "Odisha Construction Corporation Ltd." payable at Bhubaneswar, on receipt of letter of intent of work within a period of 07 days from the date of issue but before execution of agreement. After receipt of the full ISD, the EMD received along with the Quotation shall be returned.

If the Bidder desires, the EMD can be converted to ISD and the balance amount of ISD has to be deposited. If the "Associate Consultant" fails to deposit such initial security within the stipulated date, the EMD of the "Associate Consultant" shall be forfeited and the work may be awarded in favour of some other agency at the discretion of the "Corporation".

#### 6. 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 "Associate Consultant". The security will be released after the 6 (Six) month which starts from the date of actual completion of the work or approval of the designs drawings from competent authorities, whichever is later and disputes including compliance of labour rules, ESI rules etc. are settled.

#### 7. <u>INCOME TAX, GST, OTHER TAXES</u>, DUTIES, LEVIES ETC.

- (a) Income tax @ 10% or at the prevailing rate from time to time will be deducted from each bill of the "Associate Consultant" and shall be deposited with Income Tax Authorities.
- (b) GST as applicable will be paid extra in each bill which will be deposited by the Associate Consultant(s) immediately after getting a payment against RA Bill. The Associate Consultant has to furnish the required GST Returns every month failing which the corresponding GST amount will be kept withheld from the subsequent RA Bills of the Associate Consultant.
- (c) Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

#### 8. INDIAN STANDARD CODES AND SPECIFICATIONS

The specifications in the relevant agreement between the "Corporation" & owner and specifications issued by the owner & "Corporation" shall be the basis for execution of work under the agreement.

#### 9. **WORKMEN COMPENSATION**

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

do so, the "Corporation" may pay the same and recover the same from the bills/ dues of the "Associate Consultant".

#### 10. **STATUTORY REQUIREMENTS**

The "Associate Consultant" shall comply all statutory requirements applicable for the work such as minimum wage act, labour act, factory act, workmen's compensation act, provident fund rules, employee's state insurance rules etc.

#### 11. MINIMUM AGE OF WORKMEN

The "Associate Consultant" shall not employ any person, who is below the age of 18(Eighteen) years or unfit for the tendered items.

#### 12. **LABOUR LICENCE**

The "Associate Consultant" has to obtain valid labour licence 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.

#### 13. **MINIMUM WAGE ACT**

The "Associate Consultant" 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.

#### 14. **PROVIDEND FUND (PF)**

Employees Provident Fund., wherever applicable, shall be payable by the "Associate Consultant" as per the Provident Fund Rules in force and shall keep the "Corporation" indemnified for it. He should get the registration number for this from the Regional Provident Fund Commissioner, Odisha.

#### 15 **EMPLOYEES STATE INSURANCE SCHEME (ESI)**

The Employees State Insurance Scheme (ESI), wherever applicable, shall be payable by the "Associate Consultant" as per the E.S.I. Rules in force and shall keep the "Corporation" indemnified for it. He should get the Registration Number for this from the E.S.I. Deptt., Odisha.

#### 16. **WORKMEN INSURANCE**

The workmen insurance shall be the responsibility of the "Associate Consultant".

#### 17. **HUTMENTS/TEMPORARY ACCOMMODATION**

The "Associate Consultant" has to arrange hutments/temporary accommodation for his own labours/ workmen at the work site at his own cost

#### 18. **IDLE STAFF**

"OCCL" will not be held responsible for idle of staff including labourers of the "Associate Consultant" for any reason, whatsoever and no claim on this account will be entertained.

#### 19 CLAIMS AND LIABITIES

All claims/liabilities etc. arising out of labour laws shall be borne by the "Associate Consultant" 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 "Associate Consultant" or shall be recovered otherwise as per law from him.

#### 20. **SAFETY**

The "Associate Consultant" should abide by the safety laws and rules of statutory bodies, "Corporation" and owner.

#### 21. SPLITTING UP WORK

The authority reserves the right to split up the work amongst various "Associate Consultants" and increase or decrease the quantity of work mentioned in the quotation document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actual.

#### 22. RESPONSIBILITY OF ASSOCIATE CONSULTANT

The work shall be completed by the "Associate Consultant" in all respect within the stipulated period of completion and the responsibility of the "Associate Consultant" shall cease only, when the items are fully accepted by the owner after completion of work.

#### 23 **PROGRESS OF WORK**

The "Associate Consultant" will achieve the desired progress as per programme.

#### 24. BREACH OF CONTRACT

The Performance Security including EMD/ISD if any are liable to be forfeited in the event of breach of contract and the agreement shall be terminated.

#### 25. **SITE VISIT**

The "Associate Consultant", interested to participate in the quotation/tender, should visit the site of work and get himself acquainted with site conditions and tendered work before submitting the quotation/ tender.

#### 26. <u>DEVIATION OF PROVISIONS IN AGREEMENT</u>

The "Associate Consultant" will not vary or deviate from the provisions in the agreement without obtaining prior permission in writing from the "Corporation".

#### 27. **RIGHT OF THE "CORPORATION"**

The "Corporation" reserves the right to cancel a particular quotation call or all quotation calls without assigning any reason thereof. The items can be splitted among two or more tenderers at any stage. The offer of any Bidder or all may be cancelled without assigning any reason thereof. The requirement shown in any quotation call notice are only indicative and may vary.

#### 28. **SUB-LETTING**

The work under any agreement shall not be assigned or sublet to anybody by the "Associate Consultant".

#### 29. **AUTHORISED PERSON**

The "Associate Consultant" may in writing authorise his power of attorney holder or any other person to draw documents/materials, avail facilities and attend meetings etc. during the course of execution of work. All liabilities created by the authorised person of the "Associate Consultant" by way of loss of documents/materials drawn, amenities availed, unpaid wages created etc. shall be

considered as the liabilities of the "Associate Consultant" and such liabilities shall be made good by the "Associate Consultant" or it shall be recovered from the bill/payment due to him.

#### 30. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

All extra items are to be executed by the "Associate Consultant" at mutually agreed rates. All extra quantities are to be executed at agreement rates. If required, the "Associate Consultant" has to furnish the working analysis as per actual to arrive at the extra items rates.

#### *FORCE MAJEURE:*

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.

#### 32. **JURISDICTION**

For all liabilities created under the various contractual obligations/impositions under this agreement, the "Associate Consultant" 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 "Associate Consultant" 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.

#### 33. **ENLISTED OF ASSOCIATE CONSULTANT**

The intending bidder should be enlisted with OCCL as "Associate Consultant". If not, enlisted agency is to get enlisted in OCC Ltd as Associate Consultant preferably before submission of tender but Mandatory before drawl of agreement. The enlistment form of OCCL is available in the website of OCC Ltd. i.e. <a href="www.odishaconstruction.com">www.odishaconstruction.com</a>. The receipt of the application along with cost of enlistment form is to be submitted along with the quotation document.

# SECTION-IV SPECIAL TERMS & CONDITIONS

#### **SPECIAL TERMS & CONDITIONS**

- 1. The Associated Consultant shall carry out the work in accordance with the highest standard of professional and technical competency and integrity, having due regard to the nature and purpose of the assignment and to ensure that the required technical staff assigned for the job have necessary qualification and experience to perform the services under this agreement in amanner consistent herewith.
- 2. The Associated Consultant shall send a team of Architects/Civil Engineers to the proposed sites for consultation and approval of client to recording detailed measurements of the land area available, existence of electricity, water, sewerage connection and Tele communication facilities etc. with respect to marking of locations of major trees, HT/LT supply lines, Bore wells, Wells, Septic tanks, Soak pits, temporary houses, safe/unsafe structures etc. in vicinity of the campus for holistic planning of the building proposed.
- 3. The Associated Consultant shall prepare a preliminary/conceptual DPR incorporating architectural plan and detailed estimate fordiscussion with the client. After acceptance of the DPR by the client, the Associated Consultant shall prepare the Final DPR incorporating Architectural & Structural Design Drawing (including all amenities), P.H & Electrical layout drawing, layout plan of the total area including landscaping and detailed estimate (as per NCSM) norms in A1 size and submit 05 (five) copies for approval.
- 4. The Associated Consultant shall also submit the structural design calculations for verifications both in Hard & Soft copies.
- 5. The SBC of soil report shall be provided to the Associated Consultant by the Corporation to take up the Foundation design.
- 6. The Associated Consultant shall also submit the Soft copies of all AutoCAD drawings in a pen drive for reference and record.
- 7. Modifications/corrections of drawings/structural designs if any shall be done by the Associated Consultant as and when required.
- 8. After completion of the work, the Associated Consultant shall prepare the As-built drawing (Architectural) & amenities incorporating all the Civil, PH & Electrical layouts in details in A1sheet and submit in 5 copies.
- 9. The auditorium building shall be designed for seating capacity 150 nos. spectators.
- 10. The Associated Consultant shall indemnify the Corporation against any and all claims and/or demands of any nature brought against the Corporation arising out of the services by the Associated Consultant under this agreement during the pendency of the contract.
- 11. All knowledge and information not within the public domain which may be acquired during the course of carrying out this agreement shall be for all time and for all purposes be treated as strictly confidential by the Associated Consultant and their employees shall not directly or indirectly disclose to any person whatsoever except on the written permission of the "The Corporation/Client".
- 12. After the date of drawl of this contract agreement, in case if any change(s) occur in the applicable law with respect to taxes and duties and for which the cost of services rendered by the Associated Consultant increases or decreases, then the remuneration and reimbursable expenses otherwise payable to the Associated Consultant shall be

- increased or decreased suitably after drawl of agreement between the parties.
- 13. The work shall be carried out by the Associated Consultant as per the latest guide lines and code provisions for the work.
- 14. The Associated Consultant shall be fully responsible for the accuracy of data, study, analysis and design reports submitted by them irrespective of the fact whether the same has been examined and accepted by the employer/client or not.
- 15. The Client on request of the Associated Consultant may arrange to co-ordinate other government departments for obtaining specific information/data/views/maps and reports in connection with the project. The Associated Consultant will pursue client's correspondence till the desired object is made available.
- 16. The Associated Consultant is required to obtain necessary information, data, maps and design reports etc. from client to carry out the work after thorough examination.
- 17. The Associated Consultant is required to attend meetings at various levels for approval of thereport / clearance of the work as the case may be and also comply and suggestions/commentsmade for the work at their cost.
- 18. The Associated Consultant will submit required number of hard copies (5 Nos.) and soft copies of the documents/reports prepared by them pertaining to the works.
- 19. The contract price and rate will be inclusive of all taxes and other duties etc. except GST as applicable and the contract price will remain firm and fixed during the consultancy period. No extra payment on account of price escalation will be payable to the Associated Consultant.
- 20. The Contract price will be inclusive of all ancillary works necessary for carrying out the proposed work. No extra payment will be made to the Associated Consultant for the ancillary works/Jobs.
- 21. The price of the Associated Consultant will be inclusive of all revision and modification works as and when required.
- 22. The Associated Consultant will be fully responsible for safety of the work, property and workmen. The Associated Consultant will provide proper insurance coverage for the work and property against any damage due to natural calamities from the date of commencement till end of the work. So also insurance coverage against possible accidents and personal injuries to workmen during the period of work shall be provided.
- 23. The Associated Consultant shall thoroughly inspect the work site and examine the working conditions, scope and nature of work, activities required to be carried out at site for completion of the work and the difficulties involved in the work before submitting the quotation. No claim whatsoever shall be raised by the Associated Consultant on account of this.

Further any claim regarding non availability of any other information with them at the time of submitting quotation will not be entertained by the Corporation.

## Payment Schedule

The payment shall be made to the agency as per the payment schedule tabled below;

SI No	Break-up of Assignment	Percentage Quoted/Accepted
		amount
1	On acceptance of Preliminary DPR	20%
2	On submission of Final DPR	20%
3	On acceptance of final DPR	30%
4	On submission of final working drawings including Architectural & Structural Design Drawing (including all amenities), P.H & Electrical layout drawing, layout plan of the total area including landscaping and detailed estimate (as per NCSM) norms in A1 size and submit 05 (five) copies	15%
5	Supervision of the work up to completion	15%
	TOTAL	100%

## **SECTION-V**

## **Financial Proposal**

(To be submitted in a separate sealed cover)

## **LUMP-SUM BOQ**

SI No	Item	Quoted Amount in Rs in (figures)	Quoted Amount in Rs in (words)
1	Preparation of DPR along with Architectural & Structural Design Drawing (including all amenities), P.H & Electrical layout drawing (as per NCSM) norms of Sub Regional / District Science Centre at Paralakhemundi in the District of Gajapati with necessary amendments/modifications as required from time to time till approval of the DPR by competent authority and submission of 5 sets of legible Hard Copies and soft copies of drawings (Autocad) and designs (in pen drive) complete as per the special terms & conditions and direction of Engineer-in-Charge.		

Signature of the bidder