

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:- 01/OCC/CST-04/WORKS/749/2012(Vol-II)/01/21-22
DATED.13.04.2021**

**FOR "CONVERSION OF ASHOK LEYLAND TRANSIT MIXER MODEL: 2516 H/4C BY
REMOVING ITS MIXER DRUM AND MAKING UP TIPPER DALLA WITH NEW JACK SYSTEM"**

{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.**

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
CENTRAL STORE & MACHINERY PROJECT,
BHUBANESWAR – 751012 (ODISHA)

Tender call notice No.01/OCC/CST-04/WORKS/749/2012(Vol-II)/2021-22 dated 13.04.2021

Name of work : Conversion of Ashok Leyland Transit Mixer Model: 2516 H/4C by removing its mixer drum and making up tipper dalla with new jack system as per direction of Engineer-in-Charge.

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.	Period of completion.
1	CONVERSION OF ASHOK LEYLAND TRANSIT MIXER MODEL: 2516 H/4C BY REMOVING ITS MIXER DRUM AND MAKING UP TIPPER DALLA WITH NEW JACK SYSTEM AS PER DIRECTION OF ENGINEER-IN-CHARGE	2360/-	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 **13.04.2021** to **22.04.2021** (up to **1.00 PM** of **22.04.2021**) 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** Interested tenderers may obtain further information, if any, from the undersigned.
3. The tenderer should submit Earnest Money Deposit (EMD) @ 1(One)% of the total quoted value along with the tender in shape of Demand Draft / Banker's Cheque on any Nationalised / Scheduled Bank in favour of **“Odisha Construction Corporation Ltd - Project Account”** payable at Bhubaneswar. The tender received without EMD will be out rightly rejected. EMD of the unsuccessful tenderers will be released only after finalization of the tender.
4. The tender document may be downloaded from OCCL website www.odishaconstruction.com and non-refundable cost of tender document amounting to **Rs. 2360/-** (Rupees two thousand three hundred sixty) 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.
5. 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 **22.04.2021** 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.

6. 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) Labour license shall be furnished by the successful bidder before execution of the work.
 - (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) Details of Earnest Money Deposit (EMD) in prescribed format available in the tender document
 - (ix) 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.
7. The intending bidder is to quote rates in enclosed blank price schedule format.
8. The successful bidder shall have to execute the work as per scope of work, terms and conditions of agreement & direction of Engineer-in-Charge.
9. The successful bidder should submit detail work programme to Engineer-in-Charge for approval.
10. The Job-worker should furnish rate analysis for the work along with tender.
11. The SSI/NSIC/MSME units participating in tender are not entitled for exemption from payment of EMD/ Security Deposits/ Tender Paper costs as communicated vide DOWR Letter No. IIM-24/2018-14318/WR dated 24.05.2018 & Head Office Letter No.5502/OCC/ CW-02/09(Vol-V)(WE) dated 30.05.2018.
12. The authority reserves absolute right to accept or reject any or all tender without assigning any reason thereof.
13. 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.

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
CENTRAL STORE & MACHINERY PROJECT
UNIT-VIII, GOPABANDHU NAGAR
BHUBANESWAR – 751012 (ODISHA)

TENDER CALL NOTICE NO.01/OCC/CST-04 WORKS/749/2012(Vol-II)/2021-22 DATED.13.04.2021

On behalf of M/s Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.), Central Store & Machinery Project, Gopabandhu Nagar, Unit-VIII, Bhubaneswar-751012 invites sealed tenders through Registered Post/Speed Post from intended Tenderers for “Conversion Of Ashok Leyland Transit Mixer Model: 2516 H/4C by removing its mixer drum and making up tipper dalla with new jack system” by supplying 16 Cubic Meter Hyva Dalla making as Ashok Layland 2516 RMS tail door auto locking as per price bid, as under, so as to reach the office of the undersigned only on or before **22.04. 2021.**

The cost of tender document i.e., (Non-refundable) Rs.2,000.00 plus GST (@ 18% Rs.360.00, total amounting to Rs.2,360.00 (Rupees two thousand three hundred sixty) only in shape of A/C payee Demand Draft drawn in favour of “**Odisha Construction Corporation Ltd**” from any Nationalized Bank / Scheduled Bank payable at Bhubaneswar, should be submitted along with the tender document. Otherwise, the tender submitted by the tenderer will be rejected.

The sealed tenders can be submitted to the undersigned through Registered post/ Speed Post only so as to reach on or before **22.04.2021** by **3.00 PM**. Neither the tender shall be received in hand nor Odisha Construction Corporation Ltd. shall be responsible for delay in delivery of tender within the scheduled date. The tenders will not be received after the stipulated date and time. The tenders will be opened at **4.00 P.M** on **22.04.2021** in the office of the undersigned in the presence of the tenderers or their authorized representatives. If the date of opening of Tender happens to be a public holiday, then the tenders shall be opened on next working day at the scheduled time and venue.

The tenderers should submit EMD equivalent to 1(One) % of the quoted amount in shape of account payee Demand Draft drawn in favour of “**Odisha Construction Corporation Ltd**” payable at Bhubaneswar, issued by any Nationalized / Scheduled Bank along-with the tender failing which the tender will be rejected.

OCCL reserves the right to reject any or all tenders without assigning any reason thereof.

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) The drum & engine of transit mixer machine will be dismantled in Central Store premises & the same will be handed over to bidder in his workshop and the bidder will have to dismantle the materials of the machine as per requirement for erection of new Tipper body. Prior to handing over the machine the bidder has to inspect the same in our office premises. The body of the tipper should be of equivalent direction of that of the original manufacturer.
- 2) All arrangements for dismantling with required tool, tackles, manpower will be provided by the bidder in his workshop. No extra cost will be paid by OCCL.
- 3) The bidder may inspect the transit mixer stationed at Central Store premises before quoting their rates.
- 4) The bidder has to quote the rate as per the scope of work indicated in the price schedule.
- 5) The rates quoted shall be valid for 30 (Thirty) days.
- 6) The bidder has to execute an agreement with the Corporation for execution of the work.
- 7) 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.
- 8) The work shall be completed within 30 (Thirty) days from the date of letter of intent or work order.
- 9) 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, 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, 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.

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

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. **INFORMATION OF WORKMEN:**

The "Agency" 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.

9 **STATUTORY REQUIREMENTS:**

The "Agency" 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 "Agency" Bill for payment.

10 **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.

11 **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.

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.

12 **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".

13 **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.

14 **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.

15 **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.

16 **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.

17 **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.

18 **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 Spillway site of Ret Irrigation Project.

19 **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.

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.

20 **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.

21 **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.

22 **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.

23 **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.

**UNDERTAKING TO BE SIGNED AND FURNISHED BY THE TENDERER
ALONG WITH THE TENDER**

To,

The Senior Manager (Mech.),
Odisha Construction Corporation Ltd.,
Central Store & Machinery Project,
Unit-VIII, Gopabandhu Nagar,
Bhubaneswar, (Odisha), PIN -751012

Sir,

1. Having gone through the tender document vide tender call notice No.01/OCC/CST-04/Works/749/2012(Vol-II)/2021-22 dated.13.04.2021 for “Conversion of Ashok Leyland transit mixer Model: 2516 H/4C by removing its mixer drum and making up tipper dalla with new jack system” by supplying 16 Cubic Meter Hyva Dalla making as Ashok Layland 2516 RMS tail door auto locking as per price bid”, I/We hereby offer our rates without any deviation.
2. I/We hereby undertake that, I/We shall abide by all terms and conditions in the tender call notice No. 01/OCC/CST-04/Works/749/2012(Vol-II)/2021-22 dated.13.04.2021 without any deviation.
3. In the event of my/our tender being accepted, I/We do hereby undertake to execute the work as per agreement. Failure to comply the terms and conditions laid down here-in, I/We do hereby agree that the Odisha Construction Corporation Ltd. shall have absolute right to forfeit the EMD.
4. Names of relations working in OCC Ltd. with their designation and address
 - (i)
 - (ii)
 - (iii)

Yours faithfully,

Place : _____

Date : _____

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.

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

1. EMD amount Rs. _____
(Rupees _____)
only vide account payee Demand Draft No. _____ Dated _____
in favour of “**Odisha Construction Corporation Ltd.**” and issued by (Name of Bank
and Branch with address) _____
_____.

2. Attested photocopy of CST Clearance Certificate.
3. Attested photocopy of PAN Card.
4. Cost of tender document Rs. _____
(Rupees _____)
only vide account payee Demand Draft No. _____ Dated _____
in favour of “**Odisha Construction Corporation Ltd.**” and issued by (Name of Bank
and Branch with address) _____
_____.

5. Declaration of Form– 27C for exemption of Tax Collected at Source (TCS).

6. Submission of Form-C.

7. Any other document.

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	Qty	Rate quoted in Rs.	
			In figures	In words
1	16 Cubic Meter Hyva Dalla making as Ashok Layland 2516 RMS tail door auto locking	1 No.		
	Cost of Materials			
	Plate 5mm, Plate 8mm & 20mm			
	HR Sheet 3.15mm & 4mm			
	M.S. Pipe 80 x 80 & 145 x 75mm			
	129 Hyva make Front Tipping Jack			
	Hardware Materials			
	Paints & Colours (Two coats primer & two coats enamel grey)			
	Other materials			
			Total:	
			GST	
			Sub Total:	

B. Labour Charges

Sl. No.	Description	Qty.	Rate quoted in Rs.	
			In figures	In words
1	16 Cubic meter Hyva Dala making on Ashok Leyland 2516 RMS. Tail Door Auto Locking	1 No.		
			Total:	
			GST	
			Sub Total:	
			Grand Total (A + B)	

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.