

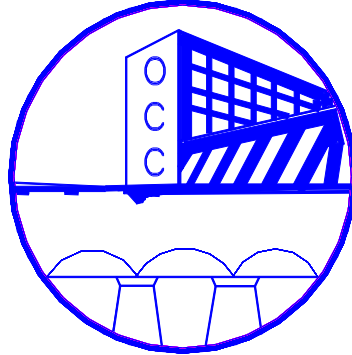
ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

MAHANADI & BIRUPA BARRAGE GATE WORKS PROJECT,

CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 751010

GSTIN-21AAACO2571K2ZM



DESIGNED TO EXCEL

TENDER DOCUMENT

TENDER CALL NOTICE NO. OCC/MBBP/07/2021-22 dated 11.11.2021

NAME OF WORK:

“DISMANTLING OF 03(THREE) NOS. OF OLD & DAMAGED VERTICAL LIFT GATES OF BARRAGE BAY NO. 3, 6 & 7 BY REMOVING HOIST BRIDGE ASSEMBLY, ERECTION AFTER PAINTING & FITTING OF RUBBER SEALS, ROLLER ASSEMBLIES & PULLEY BRACKETS TO NEW GATES AFTER REMOVING FROM OLD GATES, PLACEMENT OF HOIST BRIDGE ASSEMBLY IN ITS POSITION, GREASING, GEAR OIL CHANGE OF WORM REDUCER, FITTING OF OLD ROPE ASSEMBLY, APPLICATION OF CARDIUM COMPOUND INCLUDING COMMISSIONING, TRIAL & TESTING OF GATES, SHIFTING OF 03 NOS. OLD GATES WITH ROLLER ASSEMBLY FROM SITE TO DEPTT. STOCKYARD BY CUTTING THOSE TO PIECES, LOADING & UNLOADING ETC. BY SUPPLY OF REQUIRED CAPACITY CRANE, MACHINERY, LABOURERS, CONSUMABLES, PAINTING ACCESSORIES, TOOLS & TACKLES ETC. REQUIRED TO COMPLETE THE WORK AS PER DRAWINGS & DIRECTION OF ENGINEER-IN-CHARGE AT MALAGUNI BARRAGE PROJECT, RAMESWARAM IN TANGI BLOCK, DIST.: KHURDA ON TURN-KEY BASIS.”

This tender document contains 19 (Nineteen) sheets including this cover page

**Signature of job-Worker or his/their
power of attorney holder with date, full
name, designation and official seal**

**Senior Manager(Mech.),
Mahanadi & Birupa Barrage
Gate Works Project**

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

(A GOVT. OF ODISHA UNDERTAKING)

Mahanadi & Birupa Barrage Gate Works Project,

CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 10.

GSTIN-21AAACO2571K2ZM

Tender Call Notice No. OCC/MBBP/07/2021-22 dated 11.11.2021

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1. On behalf of M/s. Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.), Mahanadi & Birupa Barrage Gate Works Project, Odisha Construction Corporation Ltd., Rasulgarh, Bhubaneswar-751010 (Odisha) invites sealed tender from the enlisted job-workers of “OCCL” in M-II & above grade for the following work(s). If not enlisted, agency is to get enlisted in OCC Ltd. in M-II grade of contractor mandatory before opening of the tender.

Sl. No.	Name of the work	Cost of tender document + CGST @ 9%+SGST @9% in Rs.	Period of completion.	Class of job-worker
1.	Dismantling of 03 (three) Nos. of old & damaged vertical lift gates of Barrage Bay No. 3, 6 & 7 by removing hoist bridge assembly, erection after painting & fitting of rubber seals, roller assemblies & pulley bracket to new gates after removing from old gates, placement of hoist bridge assembly in its position, greasing, gear oil change of worm reducer, fitting of old rope assembly, application of cardium compound including commissioning, trial & testing of gates, shifting of 03 (three) Nos. of old gates with old roller assembly from site to Deptt. Stockyard by cutting those to pieces, loading & unloading etc. by supply of required capacity crane, machinery, labourers, consumables, painting accessories, tools & tackles, etc. required to complete the work as per drawings & direction of Engineer-in-charge at Malguni Barrage Project, Rameswaram in Tangi Block, Dist- Khurda on turn-key basis.	7,080/-	03 (Three) Calendar months	M-II & above Grade

2. The tender document may be downloaded from OCCL website www.odishaconstruction.com or from Govt. of Odisha website www.tendersodisha.gov.in and non-refundable cost of tender document amounting to Rs. **7,080** /-(Rupees seven thousand eighty) only inclusive of CGST @ 9 % & SGST @ 9% in shape of Account Payee

**Signature of job-Worker or his/their
power of attorney holder with date, full
name, designation and official seal**

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Mahanadi & Birupa Barrage
Gate Works Project**

Demand Draft drawn on any Nationalised/ Scheduled Bank payable at Bhubaneswar only in favour of **Odisha Construction Corporation Ltd.- Project Account** may be deposited along with the tender , otherwise the tender will be cancelled. OCC Ltd. will not be responsible for missing of any pages while down loading the tender documents. Interested Job-workers may obtain further information, if any, required from the undersigned.

3. The tender must be submitted to the Senior Manager (Mech.), Mahanadi & Birupa Barrage Gate Works Project , Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar PIN-751010 (Odisha) up to **3.00 PM** on 26.11.2021 and will be opened on 26.11.2021 at **3.30 PM** in the presence of the Job-workers, or their authorized representatives, if so they desire. If there will be public holiday on the last date of sale of tender document and receipt & opening of the tenders as specified above, the tender document will be sold and tenders will be received & opened on the next working day at the same time and venue. The undersigned shall not be responsible for any kind of postal delay.
4. Intending Job-Workers are required to furnish the following documents along with their tender.
 - (i) Complete tender document duly filled-in, signed & stamped on each page by the Job-worker 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 delegation is to be enclosed with the tender documents.
 - (ii) Annexure-I "Bid Security Declaration in lieu of EMD in enclosed format on Job-Worker's letter head.
 - (iii) Cost of tender document (In case the document is downloaded from website).
 - (iv) Copy of up-to-date valid GST.
 - (v) Copy of valid registration certificate issued by Provident Fund Authority.
 - (vi) Copy of valid ESI registration certificate issued by competent authorities.
 - (vii) Copy of PAN card.
 - (viii) Copy of document indicating residential address.
 - (ix) Undertaking in prescribed format available in the tender document.
 - (x) Copy of valid labour license (The bidder is required to furnish necessary labour license, issued by competent authority before commencement of the work).
 - (xi) Copy of valid enlistment certificate as Job-Worker issued by "OCC Ltd.". If not enlisted, agency is to get enlisted in OCC Ltd. in M-II grade which is mandatory before opening of the tender or else the tender shall not be accepted.
 - (xii) Detailed planning of men, machinery and materials for executing the work
 - (xiii) Detailed list and copies of documents of machinery owned by the Job-worker.
5. Quantity in the tender schedule is tentative and may vary as per drawing/ requirement during execution of work at site as per direction of the Engineer-in-Charge and payment shall be made accordingly.
6. Tender through Fax/ Telex/Telegram/e-mail will not be accepted.
7. The Job-Worker if required shall be asked to furnish rate analysis for the work for the quoted amount.

**Signature of job-Worker or his/their
power of attorney holder with date, full
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8. The intending Job-Worker is to quote rates in enclosed original price schedule format only.
9. The successful Job-Worker shall have to execute the work as per scope of work, methodology of work, relevant drawings, technical specifications & price schedule as per direction of Engineer-in-charge and terms & conditions of agreement.
10. Quantity may increase or decrease as per requirement during execution of work at site as per direction of Engineer-in-charge.
11. The authority reserves absolute right to accept or reject any or all tenders and to split up works to award to one or more Job-workers without assigning any reason thereof.
12. The Job-Worker registered under NSIC/MSME for participation in tender/quotation are not entitled for exemption from payment of Tender paper cost/quotation paper cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.
13. The validity of offer should be for a period of **90(Ninety)** days from the date of opening of tender.OCC Ltd. may ask for further extension of validity if required without any price rise.
14. 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 job-Worker or his/their
power of attorney holder with date, full
name, designation and official seal**

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Gate Works Project**

TENDER PAPER COST AND DOCUMENT DEPOSIT PARTICULARS

DETAILS OF TENDER PAPER COST AND DOCUMENTS SUBMITTED ALONG WITH TENDER

1. Cost of Tender Rs. **7080** /- (Rupees seven thousand eighty) only vide A/C payee Demand Draft No. in any nationalized bank/ scheduled bank_____ Dated_____issued by _____ Bank,_____Branch_____.
2. GSTIN Registration Certificate :
3. P.A.N. card :
4. Names of relations in O.C.C. Ltd. :
5. Any other documents :

Full signature of “Job-worker”
with date and seal.

**Signature of job-Worker or his/their
power of attorney holder with date, full
name, designation and official seal**

**Senior Manager(Mech.),
Mahanadi & Birupa Barrage
Gate Works Project**

UNDERTAKING OF JOB-WORKER

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 "Job-worker" with date and seal
Present address for correspondence

:

**Signature of job-Worker or his/their
power of attorney holder with date, full
name, designation and official seal**

**Senior Manager(Mech.),
Mahanadi & Birupa Barrage
Gate Works Project**

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 – 751012 (Odisha) represented through its Managing Director or any other officer as designated by the “Corporation” from time to time.
- (ii) “ENGINEER-IN-CHARGE” means the qualified engineer deployed by the “Corporation” at work site for the work including the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Mahanadi & Birupa Barrage Gate Works Project, Central Workshop, Rasulgarh, Bhubaneswar – 751010 (Odisha) or their authorized person”
- (ii) “JOB-WORKER” means the enlisted person / firm / organisation having men, machineries, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (iii) “CLIENT” means the State Govt. or Central Govt. organization or any individual from whom “OCCL” has received the work for execution.

2. AGREEMENT

The “Job-Worker” shall enter into an agreement with the “Engineer-in-Charge” in the format on requisite value of stamp paper prescribed for the purpose by the “Corporation” within a stipulated period to be specified by the “Engineer-in-Charge” failing which the work may be awarded in favour of some other agency at the discretion of the “Corporation” and the Job-worker will be suspended from being eligible for bidding/ award of all future contract(s) of OCC Ltd./ Government of Odisha for a period of three years from the date of committing such breach.

3. RATE

The rate quoted by the “Job-Worker” is to be indicated in Rupees (₹), which shall be valid for the full period of execution or till completion of work whichever is later. No escalation or price variation in whatsoever form shall be entertained. The rates quoted by the “Job-Workers” should be firm for the entire period of execution.

The “Job-Worker” shall quote the rates to complete the works as per specifications inclusive of all labour, consumables, transportation, handling, loading, unloading, shifting, 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.

4. PAYMENT TERMS

- i) Payment shall be made on unit basis as per bill of quantities mentioned in the price schedule for the work.
- ii) 90(Ninety)% payment shall be made only after the work at site against submission of bills by the “Job-worker” and verification of items by the “Engineer-in-Charge” & Balance 10 (Ten)% payment shall be made after 60(Sixty) days of commissioning, testing and satisfactory performance of complete agreement works after inspection and satisfaction of the “Engineer-in-Charge”.
- iii) No advance, no price escalation and no price adjustment shall be paid for the work. The rates shall remain firm through out the agreement period.

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- iv) The payment to the “Job-Worker” shall be limited to the measurements taken and accepted by the “Engineer-in-Charge”. The “Job-Worker” can not raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment. The payment will be made to the Job-Worker either in R/A Bills or Final Bill for those items which are completed as per Price Schedule.
- v) The job-worker will bear the full cost of rectification or replacement of works required as per direction of “Client” or “Engineer-in-Charge”.
- vi) Any penalty levied by “Client” on “OCCL” due to delay in work will be borne by the “Job-Worker” in full, if the “Job-Worker” is responsible for delay.

5. PERFORMANCE SECURITY

The Performance Security at the rate of 3(Three)% shall be deducted on the gross amount of each bill of the “Job-Worker”. The performance security will be released after 6(Six) months of satisfactory completion of the work or settlement of final bill of the “Job-Worker”, whichever is later, if no defect in the work is noticed and material account as well as all disputes including compliance of labour rules, ESI rules etc. are settled.

6. PROVIDENT FUND (PF)

Employees Provident Fund, wherever applicable, shall be payable by the “Job-Worker” as per Provident Fund Rules in force and shall keep the “Corporation” indemnified for it. He should get the registration no. for this from the Regional Provident Fund Commissioner, Odisha. He shall produce the records in support of payment of EPF/FPF dues to the “Engineer-in-Charge” for check and record by the “Engineer-in-Charge”.

7. EMPLOYEES STATE INSURANCE SCHEME(ESI)

The Employees State Insurance Scheme(ESI), wherever applicable, shall be payable by the “Job-Worker” as per the ESI Rule in force and shall keep the “Corporation” indemnified for it. He should get the registration number for this from the E.S.I. Department, Odisha. He shall produce the records in support of payment of ESI dues to the “Engineer-in-Charge” for check & record.

8. WITH HELD AMOUNT FOR EPF, FPF AND ESI DUES

2(Two)% shall be deducted and kept withheld from R.A. bills of the “Job-Worker” towards EPF, FPF and ESI dues. If the “Job-Worker” produces clearance in support of deposit of EPF, FPF and ESI dues with the concerned authority within 3(Three) months from the end of each financial year, the above withheld amount shall be released. Otherwise, the “Corporation” shall deposit the same with Provident Fund Authority and ESI Authority. Penalty, if any, shall be recovered from the “Job-Worker”.

9. 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 “Job-Worker” and shall be deposited with Income Tax Authorities. However, the “Job-worker” shall bear GST on materials procured by him. GST applicable on purchased items and services rendered there shall be released as per norms. The “Job-worker” will have to produce tax invoice against each bill for payment. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

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10. OPTIMUM USE OF MACHINERY, VEHICLES, EQUIPMENTS, TOOLS, TACKLES, CONSUMABLES AND STEEL MATERIALS

The “Job-Worker” shall ensure optimum utilisation of the plants, machinery, equipments, tools, tackles, consumables, steel materials etc.(If supplied to Job-Worker) and shall not create any hindrance for others. The decision of the “Engineer-in-Charge” regarding the optimum requirement shall be final and binding on the “Job-Worker”.

11. RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.

The “Job-Worker” shall be responsible for maintaining the data and complete records of issue and consumption of materials and consumables as well as record of plants, machinery, equipments, tools, tackles, steel materials etc. issued to him by the owner and “Corporation”. The materials, plants, machinery, equipments, tools, tackles, steel materials etc. shall be issued as per requirement and availability only. Crane, machinery, materials, tools, tackles etc. required at erection site, shall be arranged by Job worker.

The materials supplied by the “Corporation” will be received by the “Job-Worker” from the “Corporation” store on submission of indent by the “Engineer-in-Charge”. Transportation of materials to site of work and storage at site are the responsibility of the “Job-Worker”.

The “Job-Worker” will keep an accurate record of “Corporation” materials and furnish the consumption statement of such materials. The surplus materials, if any, are to be returned to the “Corporation” store at his cost failing which, the cost of excess materials will be recovered from the dues of the “Job-Worker” @ 5(Five) times the issue rate of “OCCL” or market rate, whichever is higher.

The materials, if and when supplied by the “Job-Worker”, shall be of the best and suitable quality as per specifications stipulated in the technical specifications and subject to approval of “Engineer-in-Charge”/“Client”, whose decisions, as regards quality of the materials, shall be final.

12. RETURN OF PLANTS, MACHINERY, EQUIPMENTS, TOOLS, TACKLES, MATERIALS, CONSUMABLES ETC.

The plants, machinery, equipments, tools, tackles, excess steel materials, excess consumables etc. of the “Corporation” are to be returned by the “Job-Worker” in good working condition after completion of the work/termination of the contract by the “Corporation”. The “Corporation” may hire plants, machinery, equipments, tools, tackles etc. from the owner as well as outside for use in work. The same are also to be returned by the “Job-Worker” in acceptable good working condition with original fittings after completion of the work/termination of the contract by the “Corporation”.

Any damage to/ by the plants, machinery, equipments, tools, tackles etc. during use by the “Job-Worker” shall be booked to the “Job-Worker” for recovery from his bills.

The balance unused/excess steel materials, consumables etc. of the “Corporation”, if any, shall be returned by the “Job-Worker” in good condition at specified places as per direction of the “Engineer-in-Charge” failing which the cost at 5(Five) times the market rate shall be deducted from the “Job-Worker”.

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13. SCRAP STEEL MATERIALS/ CUT PIECE RODS

The scrap steel materials/cut piece rods generated during execution of work out of steel materials issued by "OCCL" shall be the property of the "Corporation". It is the responsibility of the "Job-Worker" to collect and stack them at proper location/locations as per direction of the "Engineer-in-Charge". The "Job-Worker" shall be responsible for return of the same. An unaccounted loss of 0.5% shall be allowed. Balance has to be returned to the "Corporation". In case of non-return of the same, the cost as decided by the "Engineer-in-Charge" shall be recovered from the "Job-Worker".

14. MEASUREMENT OF WORK

The quantity of work executed shall be measured and payment made once in a month or on completion of work or on termination of the agreement, when final measurement will be made and account will be adjusted accordingly. The decision of the "Engineer-in-Charge" regarding the rates, progress, measurement and quality of the work shall be final and binding on the "Job-Worker".

15. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS

The work shall be carried with due diligence and in a workman like manner in accordance with relevant Bureau of Indian Standard specifications on the basis of latest approved drawings and technical specifications supplied by "Corporation" in absence of which as per the direction of "Engineer-in-Charge".

The technical specifications in the relevant agreement between the "Corporation" & owner and approved drawings & technical specifications issued by the owner & "Corporation" shall be the basis for execution of work under the agreement. In the absence of approved drawings and technical specifications, the direction of the "Engineer-in-Charge" shall be final and binding on the "Job-Worker".

The "Job-Worker" shall make arrangements to take copies of the approved drawings from the office of the "Engineer-in-Charge" for reference during execution of work.

16. PAYMENT TO WORKMEN

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

17. WORKMEN COMPENSATION

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

18. INFORMATION OF WORKMEN

The "Job-Worker" will make his own arrangements for procurement 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.

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19. STATUTORY REQUIREMENTS

The “Job-Worker” shall comply all statutory requirements applicable at site of work such as minimum wage act, labour act, factory act, workmen’s compensation act, provident fund rules, employee’s state insurance rules etc. A certificate to this effect shall be enclosed by the “Job-Worker” with each Running Account Bill for payment.

20. MINIMUM AGE OF WORKMEN

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

21. LABOUR LICENCE

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

22. MINIMUM WAGE ACT

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

23. NON-PAYMENT OF DUES OF LABOURERS

If the “Job-Worker” fails to pay the dues of labourers engaged by him for this work in time, the same shall be paid by the “Engineer-in-Charge” directly to the deserving workers. The expenditure so incurred on account of non-payment or less payment shall be recovered from the bills or any other dues of the “Job-Worker”.

24. WORKMEN INSURANCE

The workmen insurance shall be the responsibility of the “Job-Worker”. He shall produce the records in support of workmen insurance to the “Engineer-in-Charge” for check and record.

25. HUTMENTS/TEMPORARY ACCOMMODATION

The “Job-Worker” has to arrange hutments/temporary accommodation for his own labourers/ workmen at the work site at his own cost.

26. 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.

27. WORKING IN SHIFTS

If necessary, the “Job-Worker” may be asked to work in two (2) or 3 (three) shifts. Normally, the work shall be executed in shifts. The “Job-Worker” may, if required, have to engage the workmen on overtime to complete the work in scheduled time. The overtime cost shall be borne by the “Job-Worker”.

28. CLAIMS AND LIABILITIES

All claims/liabilities etc. arising out of Explosives act and labour laws shall be borne by the “Job-Worker” and he shall keep the “Corporation” indemnified against them and

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also in case of injuries or death of labourer(s) resulting from accidents during the execution of the work. In case the “Corporation” will have to pay for any such claims under Workmen’s Compensation Act, the same shall be adjusted from the pending bills/dues of the “Job-Worker” or shall be recovered otherwise as per law from him.

29. SAFETY

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

30. WATCH AND WARD

The “Job-Worker” shall arrange watch and ward and safety of the site of work, constructed structures, machinery, vehicles, equipments, tools, tackles, consumables, steel materials etc. of the “Corporation” and owner at his own cost.

31. AUTHORISED PERSON

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

32. SPLITTING UP WORK

The successful Job worker shall have to execute the erection, painting, , commissioning, testing and related civil works. No splitting up work shall be made and there may be increase or decrease in 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 actuals.

33. BREACH OF CONTRACT

The ISD including EMD, SD and additional SD are liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the “Corporation” including due of labourers/workmen and other statutory payable liabilities payable by the “Corporation” as principal employer shall be cleared by the “Job-Worker”. The decision of the “Engineer-in-Charge” in this regard shall be final and binding on the “Job-Worker”. The amount remaining as outstanding against the “Job-Worker” after adjustment of his dues shall be payable by him to “OCCL”. If necessary, legal action may be taken for recovery of the dues of the “Corporation” including labour and statutory dues to be cleared by the “Corporation” as principal employer and “OCCL” reserves the right to recover the payable amount from the “Job-Worker” from works done by his under any other organization or from his properties.

34. TERMINATION OF CONTRACT

The “Engineer-in-Charge” may put an end to the agreement at his option at any time due to (a) Bad workmanship (b) Dis-proportionate progress (c) Non-compliance of labour rules or (d) Any other reason. The decision of the “Engineer-in-Charge” is final in this respect and no claim on this account will be entertained. “OCCL” also reserves the right to take ex parte measurements, if the “Job-Worker” does not co-operate in taking final measurements after termination of contract.

**Signature of job-Worker or his/their
power of attorney holder with date, full
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**Senior Manager(Mech.),
Mahanadi & Birupa Barrage
Gate Works Project**

35. RESPONSIBILITY OF JOB-WORKER

The work shall be completed by the “Job-Worker” in all respect within the stipulated period of completion and the responsibility of the “Job-Worker” shall cease only, when the items are fully accepted by the owner after erection at project site.

36. PROGRESS OF WORK AND PENALTY

The “Job-Worker” will achieve the desired progress as per programme.. If the “Job-Worker” fails to achieve the contracted quantity every month as per programme, penalty at the following rates shall be imposed.

Sl. No.	Failure percentage (%)	Penalty percentage (%)
(i)	Less than 10(Ten)%	1(One)% of value of defaulted quantity
(ii)	Above10(Ten)% and upto 20(Twenty)%	2(Two)% of value of defaulted quantity
(iii)	Above 20(Twenty)% and upto 30(Thirty)%	5(Five)% of value of defaulted quantity
(iv)	Above 30(Thirty)%	To be asked to demobilise with penalty equivalent to 10(Ten)% of value of defaulted quantity. The “Engineer-in-Charge” will off-load the work and get the work done through any other agency or of its own at the risk and cost of the “Job-Worker”. No claim will be allowed to the “Job-Worker” in this regard.

37. REJECTION DUE TO BAD WORKMANSHIP

The rejection due to bad workmanship shall be charged to the “Job-Worker” at a cost of rejected items plus 20(Twenty) %.

38. TESTING OF WELDERS AND OTHER SKILLED/SEMI-SKILLED WORKMEN

The qualification test of welders and other skilled/semi-skilled workmen may be conducted at site by the “Engineer-in-Charge” and only qualified welders and other skilled/semi-skilled workmen shall be deployed for the work. The cost of testing shall be borne by the respective “Job-Worker”.

39. QUALITY ASSURANCE AND QUALITY CONTROL

Quality Assurance/Quality Control Plan shall be prepared before commencement of site activities and shall be followed maintaining stage-wise up-to-date record of the work.

40. SITE VISIT

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

41. DEVIATION OF PROVISIONS IN AGREEMENT

The “Job-Worker” will not vary or deviate from the provisions in the agreement without obtaining prior permission in writing from the “Corporation”.

42. 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 offer of any quotationer or all may be cancelled without assigning any reason thereof. The requirement shown in any quotation call notice are only indicative and may vary.

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43. SUB-LETTING

The work under any agreement shall not be assigned or sublet to anybody by the “Job Worker”. If the “Job-Worker” shall assign or sublet or attempt to do so, the “Engineer-in-Charge” shall terminate the agreement and shall get the work done through any other agency or of its own at the risk and cost of the “Job-Worker”. No claim will be allowed to the “Job-Worker” in this regard. “OCCL” reserves the right to have access also to units of the “Job-Worker” to verify, if works are actually executed by him.

44. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

All extra items are to be executed by the “Job-Worker” at mutually agreed rates. All extra quantities are to be executed at agreement rates. If required, the “Job-Worker” has to furnish the working analysis as per actuals to arrive at the extra items rates.

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

46. JURISDICTION

For all liabilities created under the various contractual obligations/impositions under this agreement, the “Job-Worker” undertakes not to raise any dispute or litigations in connection there with and shall make all endeavors to resolve all disputes amicably through conciliation and in all such cases, the decision of the Managing Director, “OCCL” shall be final and binding on the “Corporation” as well as on the “Job-Worker” failing which all such disputes arising out of the agreement shall be subject to jurisdiction of Hon’ble High Court of Odisha at Cuttack and their sub-ordinate courts at Bhubaneswar only. Both the parties agree by mutual consent that any dispute relating to this agreement is barred from arbitration ration.

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SCOPE OF WORK

Interested Job-Workers may visit the site of work before submitting the tender.

1. **The scope of OCCL shall be as follows:**

- i) OCCL shall provide 03 (three) Nos. of fabricated vertical lift gates to the successful Job-Worker at site of work.
- ii) OCCL shall supply required bought out materials of gate components like wheel assemblies, guide roller assemblies, bottom and side rubber seals & fasteners to the successful Job- Worker at site of work.
- iii) OCCL shall supply paints, primer, thinner, grease & cardium compound to the successful Job-Worker at the site of Work.
- iii) OCCL shall arrange power supply at one point at site.
- iv) OCCL shall supervise the work only.

2. **The scope of Job-Worker shall be as follows:**

- i) Dismantling of old lift gates from barrage bay No. 3, 6 & 7 by removing the hoist bridge assemblies, Erection, commissioning trial & testing of 03 (three) Nos. gates after fitting of wheel assemblies, pulley bracket assemblies after removing from old gates, placement of hoist bridge assembly in its position after maintenance like greasing, top-up of gear oil in worm reducer, fitting of old rope assembly after application of cadmium compound etc. including painting of new gates, shifting of 03 (three) Nos. of old gates with wheel assemblies from site to Deptt. Stockyard by cutting those to pieces, loading & unloading etc. to complete the work as per drawing & instruction of Engineer-in-charge are responsibilities of the Job-Worker.
- ii) The Job-Worker shall provide all required technical / non-technical / skilled workmen / DG. operator / vehicle operator / Helper for execution of the work with unloading, shifting of fabricated, machined & assembled jobs transported to the work site / nearby accessible area and onward shifting to the sites of work.
- iii) He will provide scaffolding & safety materials for execution of works. All safety measures are to be taken during execution of work and safety equipments / materials required to the work and working personnel are to be arranged by the Job-worker.
- iv) He will execute any welding / repair required at the time of execution of works.
- v) He has to provide gas cutting sets with accessories, demolition hammer for dismantling of concrete if required, all required tools & tackles, machinery, equipments such as Oxygen regulator, DA regulator Air compressor, blower for sand blast cleaning of new gates, **suitable crane**, transport vehicle, etc. for loading-unloading, shifting of materials to site of work and erection, surface preparation, painting, commissioning, testing etc. of new gates.
- vi) All required welding electrodes from reputed brand are to be checked by Engineer-in-charge before utilization. Consumables like oxygen & DA gas, gas hose pipes, electrical wires / cables, welding cables, etc. to complete the work shall be arranged by Job-Worker at his own cost.
- Vii) No accommodation will be provided by OCCL. The Job-worker has to arrange his own accommodation.
- viii) The Job-Worker shall arrange water /D.G. set if required for erection work / hutments for his workmen at site along with watch and ward of his materials and materials supplied by OCCL.
- ix) Any other unforeseen items / requirements at site of work shall be supplied/ executed by the Job-worker.
- x) The items listed above / price schedule for the work are only indicative. There may be deletion / addition in the items / quantity as per necessity at site. Agency shall execute the items as per drawings, technical specification & direction of Engineer-in-charge.
- xi) Decision of the Engineer-in-Charge regarding scope of work of the Job-Worker shall be final and bindings on him. The Job-Worker will execute the items in the price schedule for the work as per direction of Engineer-in-Charge or his authorized representative.

**Signature of job-Worker or his/their
power of attorney holder with date, full
name, designation and official seal**

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Mahanadi & Birupa Barrage
Gate Works Project**

TECHNICAL SPECIFICATIONS

All erection, commissioning, testing & related mechanical works shall be done as per the followings:

- (a) Approved drawings to be issued by “Engineer-in-Charge” from time to time
- (b) Technical specifications to be issued by “Engineer-in-Charge” from time to time
- (c) Relevant standards of BIS and other National/International bodies
- (d) Directions issued by “Engineer-in-Charge” from time to time

In case of any conflict, the decision of “Engineer-in-Charge” shall be final and binding on the “Job-worker”.

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**OFFICE OF THE SENIOR MANAGER (MECH.)
ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVT. OF ODISHA UNDERTAKING)
MAHANADI & BIRUPA BARRAGE GATE WORKS PROJECT,
Central Workshop, Rasulgarh, Bhubaneswar – 10.**

PRICE SCHEDULE

Name of the work Dismantling of 03 (three) Nos. of old & damaged vertical lift gates of Barrage Bay No. 3, 6 & 7 by removing hoist bridge assembly, erection after painting & fitting of rubber seals, roller assemblies & pulley bracket to new gates after removing from old gates, placement of hoist bridge assembly in its position, greasing, gear oil change of worm reducer, fitting of old rope assembly, application of cardium compound including commissioning, trial & testing of gates, shifting of 03 (three) Nos. of old gates with old roller assembly from site to Deptt. Stockyard by cutting those to pieces, loading & unloading etc. by supply of required capacity of crane, machinery, labourers, consumables, painting accessories, tools & tackles, etc. required to complete the work as per drawings & direction of Engineer-in-charge at Malaguni Barrage Project, Rameswaram in Tangi Block, Dist- Khurda on turn-key basis.

Tender Call Notice No. OCC/MBBP/07/2021-22 dated 11.11.2021

Sl. No	Description of items	Quantity in Unit	Rate per each unit				Total Amount for full quantity in	
			Basic price including, unloading, loading, shifting, handling charges etc. as required in Rs. per Unit	GST as applicable in Rs. per Unit	Total in figures in Rs. per Unit	Total in words in Rs. per Unit	In figures	In words
1	2	3	4	5	6 = (4+5)	7	8 = (6x3)	9
1	Painting of 03 (three) Nos. of vertical lift gates including surface preparation as per IS:14177:1994 with all labours, painting accessories, scaffolding, machinery required for surface preparation & painting etc. by preparation of surface to be painted by cleaning with sand blast / hand & power tool. Over the prepared surface two coats of zinc rich primer giving minimum dry film thickness of 70 ± 5 microns followed by two coats of solvent less coaltar epoxy paints of minimum dry film thickness of 150 ± 5 microns per coat are to be applied with an interval of 24 hours between each coat. Total dry film thickness of all the coats including primer coat shall not less than 350 microns complete as per the direction of Engineer-in-Charge. .	1100 M ² (Approx.)						

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Sl. No	Description of items	Quantity in Unit	Rate per each unit				Total Amount for full quantity in Rs.	
			Basic price including, unloading, loading, shifting, handling charges etc. as required in Rs. per Unit	GST as applicable in Rs. per Unit	Total in figures in Rs. per Unit	Total in words in Rs. per Unit	In figures	In words
1	2	3	4	5	6 = (4+5)	7	8 = (6x3)	9
2	Erection, commissioning, trial & testing of 03 (three) Nos. of vertical lift gates after removal of hoist bridge assembly, dismantling of old 03 (three) Nos. of gates, removal of pulley brackets from old gates & fitting of the same to new gates with rubber seals & wheel assembly, placement of hoist bridge in its position, fitting of wire rope assembly to new gates etc. complete as per the direction of the Engineer-in-Charge.	3 Sets (45 MT Approx.)						
3	Application of cadium compound to wire ropes of 03 (three) Nos. of gates, greasing of hoisting systems, replacement of gear oil in worm reducer etc. as per direction of Engineer-in-Charge.	3 Sets						
4	Cutting of 03 (three) Nos. of old gates to pieces & shifting the same to designated stockyard which is 5 KM from site as per the direction of Engineer-in-Charge. .	3 Sets						
TOTAL = (1+2+3+4)=								

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