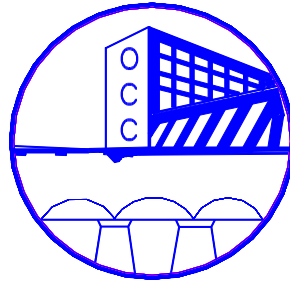


**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A GOVERNMENT OF ODISHA UNDERTAKING)**  
**MAHANADI & BIRUPA BARRAGE GATE WORKS PROJECT,**  
**CENTRAL WORKSHOP, RASULGARGH, BHUBANESWAR-751010**



DESIGNED TO EXCEL

**TENDER DOCUMENT**

**TenderCall Notice No. OCC/MBBP/02/2022-23 dated.02.11.2022**

**Name of work:**

“DISMANTLING, REMOVAL, SHIFTING OF EXISTING OLD GATES AND ERECTION, PAINTING, COMMISSIONING & TESTING OF NEW GATES FOR 04(FOUR)NOS.OF SPILLWAY GATES OF MAHANADI BARRAGE, CUTTACK INCLUDING FITTING OF NEW RUBBER SEALS,WHEELS, SOCKETED WIRE ROPES, WIRE ROPE ATTACHMENTS WITH ALL LABOURS, PAINTING ACCESSORIES, BLAST CLEANING MATERIALS, CONSUMABLES, ELECTRODES, TOOLS & TACKLES, INDUSTRIAL GASES, MACHINERY, EQUIPMENTS, SUITABLE CRANE ETC.REQUIRED TO COMPLETE THE WORK ON TURNKEY BASIS AS PER DIRECTION OFENGINEER-IN-CHARGE.”

**(This Tender document contains19sheets including this cover page)**

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

\_\_\_\_\_ 1

**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, RASULGARGH**

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1. On behalf of M/s. Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), OCCL, Mahanadi & Birupa Barrage Gate Works Project, Central Workshop, Rasulgargh, Bhubaneswar invites sealed tender from the enlisted Job-Workers of "OCCL" in M-III & above grade for the following work(s).

Sl. No.	Name of the work	Cost of document + CGST @ 9%+ SGST @ 9% (in Rs.)	Period of completion	Class of Job-Worker
1.	Dismantling, removal, shifting of existing old gates and erection, painting, commissioning & testing of new gates for 04 (four) Nos. of spillway gates of Mahanadi Barrage, Cuttack including fitting of new rubber seals, wheels, socketed wire ropes, wire rope attachments with all labours, painting accessories, blast cleaning materials, consumables, electrodes, tools & tackles, industrial gases, machinery, equipments, suitable crane etc. required to complete the work on turnkey basis as per direction of Engineer-in-charge"	<b>11,800/-</b> (Non-refundable)	<b>02</b> (Two) Calendar months	<b>M-III &amp; above grade</b>

2. Prior to furnishing of rates and submission of tender by Job-Workers, a technical meeting will be held in the office of the Senior Manager (Mech.), OCCL, Mahanadi & Birupa Barrage Gate Works Project, Central Workshop, Rasulgargh, Bhubaneswar with interested Job-Workers in M-III & above grade of OCCL on Office hours between 10.00 AM to 5.00 PM for discussion regarding adoption of scope & methodology of work as per design, drawings & conditions at Mahanadi Barrage site, Cuttack.
3. The Tender document may be downloaded from O.C.C. Ltd., website [www.odishaconstruction.com](http://www.odishaconstruction.com) or from Govt. of Odisha website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) and submitted along with non-refundable cost of tender document amounting to Rs. **11,800/-** (Rupees eleven thousand eight hundred) only inclusive of CGST @ 9% & SGST @ 9% in shape of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of **Odisha Construction Corporation Ltd. - Project Account** may be deposited along with the tender. The authority shall not be responsible for missing of any page during downloading.
4. The tender must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Mahanadi & Birupa Barrage Gate Works Project, Central Workshop, Rasulgargh, Bhubaneswar-751010 on or before **3.00 PM** on **15.11.2022** and will be opened on **15.11.2022** 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 receipt & opening of the tenders as specified above, the tender 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 delay by postal authorities. Tenders received without "**Bid Security Declaration**" in lieu of **EMD** in enclosed format on Job-Worker's letter head will be out rightly rejected.

2

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

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

5. Intending Job-Workers are required to furnish the following along with their tender.
  - (i) Complete tender document duly filled in and signed on each page by the Job-Worker 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. Power of Attorney to be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the Job-Worker who is issuing the Power of Attorney
  - (ii) **Bid Security Declaration** in lieu of EMD in enclosed format on Job-Worker's letter head **(Annexure-B)**
  - (iii) Cost of tender document **(Annexure-A)**
  - (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
  - (vii) Copy of PAN card
  - (viii) Copy of valid labour license (The Job-Worker is required to furnish necessary labour license, issued by competent authority before commencement of the work.)
  - (ix) Copy of document indicating residential address.
  - (x) Affidavit duly registered before NOTARY regarding authenticity of documents **(Annexure-D)**
  - (xi) Copy of valid enlistment certificate of Job-worker issued by "OCC Ltd".
  - (xii) No Relation Certificate **(Annexure-E)**, Structure and organization **(Annexure-C)**
  - (xiii) Copies of documents on credentials and proofs in support of successful execution of similar nature of works.
  - (xiv) Detail planning of men, machinery and materials for execution of tendered work.
  - (xv) Undertakings in prescribed available in tender document **(Annexure-F)** & **(Annexure-G)**
  - (xvi) The Job-Worker if required shall be asked to furnish rate analysis for the tendered work for the quoted amount.
6. Quantity in the tender / Bill of quantity / price schedule may increase or decrease as per drawing / requirement during execution of work as per direction of the Engineer-in-charge and payment shall be made accordingly.
7. Tender through Fax/Telex/Telegram/e-mail will not be accepted.
8. The authority reserves the 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.
9. The intending Job-Worker is to quote rates in enclosed original price schedule format only.
10. The successful Job-Worker shall have to execute the work as per scope of work, methodology of work, relevant drawings, technical specifications, terms and conditions, price schedule of agreement and direction of Engineer-in-charge. The Job-Worker has to submit work schedule for approval before draw of Agreement.
11. The Job-Worker registered under NSIC/MSME for participation in tender are not entitled for exemption from payment of Security Deposit / Tender document cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.
12. The validity of tender/offer should be for a period of **90**(Ninety) days from the date of opening. OCC Ltd. may ask for further extension of validity if required without any price rise.
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.

**Tender Paper Cost and Document Deposit Particulars**

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

Full signature of "Job-Worker"  
with date and seal

**FORMAT OF BID SECURITY DECLARATION FROM JOB-WORKER IN LIEU OF EMD**

**(On Job-Worker's Letter head)**

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

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

**Signature and Seal of Authorised Signatory  
of Job-Worker**

**Name of Authorised  
Signatory.....**

**Company  
Name.....**

**FORM – A  
STRUCTURE AND ORGANISATION**

1. Name of Job-Worker .....
2. Nationality of Job-Worker .....
3. Office Address .....
4. Telephone No. ....
  - Land phone .....
  - Mobile .....
  - Fax No .....
- e-mail id .....
5. Location of establishment .....
6. The Job-Worker is
  - a. An individual
  - b. A proprietary firm
  - c. A limited company or limited corporation
  - d. A member of a group of companies (If yes, give names, address and present description of other companies.
  - e. A subsidiary of large organization  
(If yes, give names, address of the present organization)
  - f. If the company is subsidiary state what involvement if any, will the parent company have in the project.  
Attach the organization chart showing the structure of the organization including the names of the Directors position of officer.
7. Number of year of experience
  - a. As a prime Contractor
    - I In own country
    - II Other country (specify country)

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

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

**(AFFIDAVIT)**

(To be submitted in original in legal stamp paper duly registered)

1. The undersigned hereby certifies that, all the statements made in the required attachments are true and correct. If any of the documents submitted by us is found to be false and fabricated, then appropriate action as deemed fit as per the law of land may be initiated against us.
2. The undersigned also hereby certify that, neither our firm \_\_\_\_\_ nor any of its construction partners have abandoned any **MECHANICAL** or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this tender.
3. The undersigned hereby authorized and request (s) bank, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Corporation to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Corporation.

(Signed by an Authorized of the firm)  
Title of Officer  
Name of Firm  
Date.

**CERTIFICATE OF NO-RELATIONSHIP**

I/We hereby certify that I/We am/are not related to any officer of Govt. of Odisha/OCC Ltd of the rank of Asst. Executive Engineer and above and any officer of the rank of Under Secretary and above in the W.R. Department. I/We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non- submission of this certificate will render my/our tender liable for rejection.

Signature of the Job-Worker

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Date : \_\_\_\_\_



**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 Job-Worker**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

**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

## SCOPE OF WORK

### Name of the work:

**DISMANTLING, REMOVAL, SHIFTING OF EXISTING OLD GATES AND ERECTION, PAINTING, COMMISSIONING & TESTING OF NEW GATES FOR 04 (FOUR) NOS. OF SPILLWAY GATES OF MAHANADI BARRAGE, CUTTACK INCLUDING FITTING OF NEW RUBBER SEALS, WHEELS, SOCKETED WIRE ROPES, WIRE ROPE ATTACHMENTS WITH ALL LABOURS, PAINTING ACCESSORIES, BLAST CLEANING MATERIALS, CONSUMABLES, ELECTRODES, TOOLS & TACKLES, INDUSTRIAL GASES, MACHINERY, EQUIPMENTS, SUITABLE CRANE ETC. REQUIRED TO COMPLETE THE WORK ON TURNKEY BASIS AS PER DIRECTION OF ENGINEER-IN-CHARGE.**

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

### **1. The scope of OCCL shall be as under.**

(i) OCCL shall supervise, inspect & monitor the work at sites as per scope of work, technical specification, terms & conditions, quality of work as specified in the tender documents/agreement made with successful Job-Worker and as per direction of Engineer-in-Charge.

(ii) OCCL shall supply all fabricated / assembled items, bought out materials, welding electrodes, paints of reputed brand like BERGER/ASIAN / JOTUNE conforming to IS:14177:1994, cardium compound required for the job as per price schedule & drawings at site of work.

(iii) OCCL shall supply electricity at one point at project site.

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

i) The Job-Worker shall supply consumables items like D/A gas, oxygen gas required for the job at site of work.

ii) The Job-worker has to supply all the painting accessories. The application of paint must also conform to IS code i.e. IS: 14177:1994 .

iii) The Job-Worker will supply all Tools & tackles required, machinery/equipments like, welding machine, suitable capacity Chain Pulley blocks, gas cutting set, scaffolding etc. Suitable 50T capacity Crane with required boom length having 360 degree slewing capacity other than gantry crane for material handling and disposal with required machine, transportation vehicle for shifting dismantled materials & manpower required to complete the work.

iv) Manpower having proper skill and suitable technical supervisor as required for cutting/ dismantling removal / shifting of existing old Spillway gates for 04 (Four) Nos. in complete shape after inserting stoplog gate with operation of gantry crane & lifting beam of Mahanadi Barrage, Cuttack & shifting to the specified area allocated by OCCL/Department with receipt acknowledgement from Department And unloading of new segments of gate, fitting of erection hooks, loading in gantry crane by suitable 50T slewing facility Crane & transporting to required bay and erection of segment gates, alignment, welding, fitting of rubber seals welding of seal flats & stoppers, fitting of pulley brackets in gate & hoist, connection of wire rope with application of cardium compound in wire ropes, trial commission, leak proof testing of new 04 (Four) Nos. Spillway gates shall be arranged by the Job-Worker.

v) No accommodation will be provided by OCCLtd. The Job-worker has to arrange his own accommodation for the job.

vi) 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.

vii) The Job-Worker shall arrange water / hutments for his workmen at site along with sufficient watch and ward of the materials/ machinery of OCCL.

viii) Power cables and accessories will be arranged by the Job worker. In case of non availability of electricity the Job-worker has to arrange DG set with operator & POL to complete the work at his own cost.

ix) NDT Test of the welding area is to be done, in case of faulty workmanship, rectification is to be done by Job-worker at his own cost.

x) Due to plying of public, the duty hours as decided by the client shall be final and binding on the Job-Worker. Accordingly the Job-Worker should deploy machinery, vehicles, compressor for sand blasting of gates etc to avoid any accident.

xi) Any other unforeseen items / requirements at site of work shall be supplied by the Job-worker. Decision of the Engineer-in-Charge regarding scope of work of the Job-Worker shall be final and binding on him. The Job-Worker will execute the work as per bill of quantities as per direction of Engineer-in-Charge or his authorized representative.

## **METHODOLOGY OF WORK**

- 1) Stoplogs shall be engaged in the bay where the old gate has to be replaced.
- 2) Existing damaged gate shall be cut to pieces so that it can be safely shifted to extra bay by using existing Gantry Crane.
- 3) New gate segments supplied by OCCL fitted with erection hooks and wheels shall be unloaded from trailer and loaded to the gantry Crane having all safety measure of men and machinery
- 4) The segment gates shall be shifted to concern bay by using gantry Crane and unloading through chain pulley blocks of suitable capacity and condition
- 5) The segment gates shall be aligned, welded, fitting of wire rope, lifting brackets, rubber seals etc. trial and commissioning.
- 6) The Job-Worker while taking up painting work & blast cleaning work must see that the activities are properly co-ordinate with operation of gantry crane and old gate dismantled& New gate erection work.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- (i) **“CORPORATION”** means **“ODISHA CONSTRUCTION CORPORATION LTD. (“OCCLtd.”In short)”** with registered office at Unit-8, Gopabandhu Nagar, Bhubaneswar – 751012 (Odisha) represented through it’s 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, Jobra, Cuttack or their authorized person”
- (iii) **“JOB-WORKER/SUCCESSFUL TENDERER”** 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 “Job-Worker / the successful bidder” 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 OCCL /Govt. 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 (Rs.), 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, machinery, transportation, handling, loading, unloading, lift, de-lift, taxes, duties, levies, incidental expenses etc. that will be applicable for 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 as per drawings and as per actual measurements of quantities during execution of work as per direction of the Engineer – in-charge.
- ii) 90(Ninety)% payment shall be made only after completion of work at site against submission of bills by the “Job-worker” and verification by the “Engineer-in-Charge” & balance 10(Ten)% payment shall be made after 60(sixty) days of satisfactory performance of work after inspection by the committee
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period
- iv) The payment to the “Job-Worker” shall be limited to the measurements taken. The “Job-Worker” can not raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment.
- 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 “OCCLtd.” 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 security will be released after 6(Six) months of 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. WITH HELD AMOUNT FOR EPF 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".

**7. 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 of 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.

**8. RECORD OF MATERIALS.**

If any required 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 "OCCLtd." Or market rate, whichever is higher.

**9. SCRAP MATERIALS / CONSUMABLES**

The scrap materials generated during execution of work out of materials / consumables issued by "OCCLtd." 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. 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".

**10. ELECTRICITY**

Electricity at one point at project site will be supplied. Further arrangement like power cables and accessories will be arranged by the Job worker required for completion of the work at his own cost. In case of non availability of electricity the Job-worker has to arrange DG set with operator & POL to complete the work at his own cost.

**11. 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".

## **12. INDIAN STANDARDS AND SPECIFICATIONS**

The work shall be carried with due diligence and in a workmanship like manner in accordance with relevant Bureau of Indian Standards, drawings and technical specifications supplied by "Corporation" in absence of which as per the direction of "Engineer-in-Charge".

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.

## **13. 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 authorized 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 "Engineer-in-Charge" or his authorized representative. The paid pay roll register shall be signed by the "Engineer-in-Charge" or his authorized 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.

## **14. 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".

## **15. 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" alongwith the pay.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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".

## **20. 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".

21. **PROVIDEND FUND (PF)**  
Employees Provident Fund., wherever applicable, shall be payable by the “Job-Worker” 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. 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”.
22. **EMPLOYEES STATE INSURANCE SCHEME (ESI)**  
The Employees State Insurance Scheme(ESI), wherever applicable, shall be payable by the “Job-Worker” as per the E.S.I. Rules in force and shall keep the “Corporation” indemnified for it. He shall produce the records in support of payment of ESI dues to the “Engineer-in-Charge” for check and record.
23. **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.
24. **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.
25. **IDLE LABOUR**  
“OCCLtd.” will not be held responsible for idle labours of the “Job-Worker” for any reason, whatsoever and no claim on this account will be entertained.
26. **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”.
27. **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 also in case of injuries or death of labourer(s)
28. **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. All safety materials required for the workmen at site will be supplied by the job-worker at his cost.
29. **WATCH AND WARD**  
The “Job-Worker” shall arrange sufficient watch and ward for safety of the site of work, constructed structures, machinery, vehicles, equipments, tools, tackles, consumables, steel materialsetc.of the “Corporation” and of his own at his own cost. Any loss or damage to the corporation properties at the site of work will be recovered from the job-worker. The Job-worker must furnish a record of men engaged for watch & ward to the Engineer-in-charge at site for proper supervision.
30. **AUTHORISED PERSON**  
The “Job-Worker” may in writing authorize his power of attorney holder or any other person to draw materials, avail facilities, and attend measurements etc. during the course of execution of work. All liabilities created by the authorized 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.



**31. SPLITTING UP OF WORK**

No splitting up work shall be made and there may be increase or decrease in the quantity of work mentioned in the Tender 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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 & progress every month as per programme, penalty at the following rates shall be imposed.

SI. No.	Failure percentage(%)	Penalty percentage(%)
(i)	Less than 10(Ten)%	1(One)% of value of defaulted quantity
(ii)	Above 10(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 demobilize 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.

**36. 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) %.

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

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

**37. TESTING OF SKILLED/SEMI-SKILLED WORKMEN**

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

**38. 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.

**39. 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 tender.

**40. 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”.

**41. 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. **The requirements shown in TenderCall Notice are**

**only indicative and may vary.**

**42. SUB-LETTING**

The work under any agreement shall not be assigned or sublet to any body 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.

**43. 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 actual to arrive at the extra items rates.

**44. 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.

**45. 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 therewith 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.

**OFFICE OF THE SENIOR MANAGER (MECH.)  
ODISHA CONSTRUCTION CORPORATION LTD.  
(A GOVT. OF ODISHA UNDERTAKING)  
MAHANADI & BIRUPA BARRAGE GATE WORKS PROJECT,  
CENTRAL WORKSHOP, RASULGARGH, BBSR.  
Tender Call Notice No. OCC/MBBP/02/2022-23 dated.02.11.2022**

To be furnished in original

**BILL OF QUANTITY AND PRICE SCHEDULE**

Sl. No.	Description of work	Unit	Qty.	Rate per unit			Total amount for full quantity	
				In figure in (Rs.)	In words	GST as applicable in % & in (Rs)	In figure in (Rs)	In words
1	2	3	4	5	6	7	8	9
<b>A</b>	<b>SPILLWAY GATE OF MAHANADI BARRAGE (Size 18000 mm x 2850 mm)4 Sets</b>							
1	<b>Removal of existing old Spillway gate</b> by cutting, dismantling in pieces after inserting required no of stoplog set in stoplog gate groove by operating gantry crane & lifting beam. Dismantling & removal of existing wire ropes & wire rope attachments. All dismantled materials should be shifted to the specified area through extra bay by operating gantry crane & lifting beam and handed over to the representative of client through the field engineer of OCC Ltd. as per scope of work & direction of the Engineer-in-charge.	MT	74.000					
2	<b>Erection of new spillway gate</b> (Split in three segments) should be done by shifting new spillway gate through extra bay to the required spillway bay by operating gantry crane & lifting beam. After erection, welding, lifting lug, rubber seal, wheels, wire ropes, wire rope attachments etc. complete. Commissioning & testing shall be done as per scope of work & direction of the Engineer-in-Charge.	MT	74.000					
3	<b>Painting</b> of spillway gates should be carried out after surface preparation by blast cleaning performed with sand as per requirements and class 'A' of IS14177:1994. After blast cleaning, the surface should be cleaned from loose dust and debris preferably by air blast with help of blower. Over the prepared surfaces two coats of zinc rich primer should be applied to give a total dry film thickness of 70 ± 5 microns followed by two coats of solvent less coaltar epoxy paint applied at an interval of 24 hours. Each coat should give a minimum dry film thickness of 150±5 microns. The total dry film thickness of all the coats including primer coating should not be less than 350 microns as per IS: 14177:1994 as per scope of work & direction of the Engineer-in-Charge.	Sq.M	1368.00					

**N.B.:** The bidder must go through the tender document, specifically the scope of work & methodology of work thoroughly and visit the site for proper assessment prior to quoting his rates. Most importantly the successful bidder has to arrange suitable capacity crane, machinery for blast cleaning and painting etc.

**Signature of Job worker or his/their  
Power of Attorney holder with date, full  
name, designation & official seal**

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