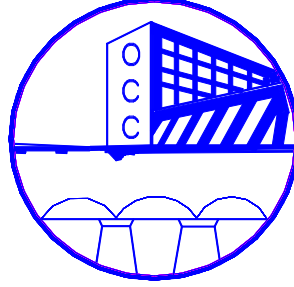


ODISHA CONSTRUCTION CORPORATION LTD.
(A Government of Odisha undertaking)
REGIONAL WORKSHOP, JEYPORE, KORAPUT -764002 (ODISHA)
Tel. Phone/Mobile No :
e-mail: smregionalworkshop@gmail.com
GSTIN- 21AAACO2571K2ZM



DESIGNED TO EXCEL

No: OCCL/RWS/ TCN / 02 /2023-24 Dated.09.08.2023

Name of Work :

“Execution of balance work of radial gates with it’s components in bay No. 3 of Indravati dam comprising of fitting of Rubber seals & final welding of Hoist bridge, painting and bay No. 3 of Muran dam comprising of balance welding of Radial gate, fitting of Wire rope, welding of hoist bridge, painting etc of UIHEP, Dist. Nabarangpur”

This document contains total **31** Nos. of pages

Sd/-

**Senior Manager (Mech.)
Regional Workshop, Jeypore**

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)



ODISHA CONSTRUCTION CORPORATION LTD.

(A Government of Odisha undertaking)

REGIONAL WORKSHOP,

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Tel. Phone/Mobile No :

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GSTIN- 21AAACO2571K2ZM

NOTICE INVITING TENDER (NIT)

Notice No.: OCCL/RWS/TCN/ 02/ 2023-24 Dated.09.08.2023

1. On behalf of M/s. Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mechanical), Regional Workshop, Jeypore, Koraput, Odisha invites sealed bids in **Single cover** system for execution of the following work. The bidder must be enlisted as M-I grade of Job-Worker in OCC Ltd.

Sl. No.	Name of work	Cost of bid document + CGST @ 9%+ SGST @ 9% (in Rs)	Period of completion	E.M.D	Class of Bidder
1	Execution of balance work of radial gates with it's components in bay No. 3 of Indravati dam comprising of fitting of Rubber seals & final welding of Hoist bridge, painting and bay No. 3 of Muran dam comprising of balance welding of Radial gate, fitting of Wire rope, welding of hoist bridge, painting etc of UIHEP, Dist. Nabarangpur	7,080/- (Non-refundable)	45 Days	1 % of quoted value	M-IV grade Job-Worker enlisted in OCCL

2. The tender document may be downloaded from the OCCL website www.odishaconstruction.com. Or Govt. website www.odisha.gov.in. However, the cost of tender document as indicated in the table above must be deposited with the bid in shape of account payee Demand Draft drawn on any Nationalized Bank/Scheduled Bank payable at Jeypore (Odisha) (Non-refundable) in favour of "**Odisha Construction Corporation Ltd., Project Account**", otherwise, the bid will be cancelled. OCCL will not be responsible for missing of any pages, while downloading the tender documents.

3. Procurement Details:

Tendering Officer	Sale Start Date	Sale End Date	Last Date of Submission	Date & Time of opening of Bid
1	2	3	4	5
Senior Manager (Mech.), Regional Workshop, Jeypore	From 10.08.2023, 10.00 A. M.	Upto 23.08.2023, 5.30 P.M.	Upto 24.08.2023, 11.00 A.M.	24.08.2023 at 11.30 A.M.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

4. The bid document must be submitted in the office of **Senior Manager (Mechanical)**, Odisha Construction Corporation Ltd., Regional Workshop (Irrigation Colony, OCC Building), Jeypore, Koraput, Odisha, which will be received **up to 11.00 A.M. of 24.08.2023** and will be opened at the same venue & date at 11.30 A.M. in the presence of the bidders or their authorized representatives, if so they desire. If the last date of submission & received of bid and opening of bid happens to be a holiday, the date will be deferred to the next working day, however, the time and venue shall remain unaltered. The undersigned shall not be responsible for any kind of delay by postal authorities.
5. The bidder preferably should have executed similar nature of work in the past. Work order and work completion certificate from the existing agency must be furnished with the bid. However the decision of OCCL regarding qualifying criteria of the bidder is final and binding on the bidder.
6. The date of receipt and opening of bid documents may be extended before scheduled date of receipt & opening of bids if required on exceptional circumstances only.
7. The bid document must be submitted to the **Senior Manager (Mech.), Odisha Construction Corporation Ltd., Regional Workshop (Irrigation Colony, OCC Building), Jeypore, Koraput, Odisha, PIN-764002** in a single cover on or before **11.00 A.M. of 24.08.2023**. The Bid will be opened on **24.08.2023 at 11.30 AM** in the presence of the bidders, who may like to be present. If there will be a public holiday on the last date of receipt & opening of the bids as specified above, the bid document will be 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. Bids received without **Earnest Money Deposit** will be out rightly rejected.
8. Intending bidder(s) are required to furnish the following documents with **bid document**
 - (i) Complete bid document duly filled-in, signed & stamped on each page.
 - (ii) **Earnest Money Deposit @1 % of quoted value**
 - (iii) Cost of tender document.
 - (iv) Copy of up-to-date valid GST.
 - (v) Copy of valid registration certificate with Employees Provident Fund Authority.
 - (vi) Copy of valid ESI registration certificate
 - (vii) Copy of PAN card.
 - (viii) Copy of valid labour license (The bidder 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) No Relation Certificate (**Annexure-E**), Structure and organization(**Annexure-C**)
 - (xii) Undertaking to pay minimum wages (**Annexure-F**),Undertaking of bidder(**Annexure-B**)
 - (xiii) Copies of documents on credentials in support of execution of similar nature of work .
 - (xiv) Copy of valid enlistment certificate as Job-worker issued by "OCCL"
 - (xv) Detail planning of men, machinery and materials for execution of tendered work.
9. Quantity in the tender schedule is tentative and may vary as per drawing and payment shall be made accordingly.
10. Tender through Fax/Telex/Telegram/e-mail will not be accepted.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

11. Pre-bid meeting is scheduled at **11.00 A.M.** on **19.08.2023** in the office of Senior Manager (Mechanical), Odisha Construction Corporation Ltd., Regional Workshop (Irrigation Colony, OCC Building), Jeypore, Koraput, Odisha for interested bidders to discuss regarding detailed scope of balance work.
12. 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 tenderers without assigning any reason thereof.
13. The intending bidder is to quote rates in enclosed original price schedule format only.
14. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement and direction of Engineer-in-charge.
15. The bidder registered under NSIC/MSME for participation in tender are not entitled for exemption from payment of Security Deposit /Tender paper cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.
16. The validity of bid 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.
17. If the intending bidder is an individual, the documents shall be signed by the individual above his full type written name and current address.
18. If the intending bidder is a firm in partnership, it shall be signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the pre-qualification documents.
19. If the intending tenderer is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.
20. 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.

Sd/-

**Senior Manager (Mech.)
Regional Workshop, Jeypore**

Memo No.OCCL/RWS/376(2)(WE)

Dated. _____

Copy submitted to the Managing Director / Director (Mechanical), Odisha Construction Corporation Ltd. Unit VII1, Bhubaneswar 751012 for favour of kind information and necessary action.

Sd/-

Encl: Tender Call Notice

Senior Manager (Mech.)

Memo No.OCCL/RWS/377(WE)

Dated. _____

Copy submitted to the General Manager (Mech.) Erection and Maintenance, Odisha Construction Corporation Ltd., Central workshop, Rasulgarh, Bhubaneswar 751010 for favour of kind information and necessary action.

Sd/-

Encl: Tender Call Notice

Senior Manager (Mech.)

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

Memo No.OCCL/RWS/378(WE)**Dated.** _____

Copy along with soft copy forwarded to the Senior System Manager, System Business Division, OCC Ltd., Unit-VIII, Gopabandhu Nagar, Bhubaneswar-751012 for hosting of Tender Call Notice & DTCN in Website of OCCL www.odishaconstruction.com by 10.08.2023.

Sd/-

Encl: Tender Call Notice & DTCN (soft copy)

Senior Manager (Mech.)

Memo No.OCCL/RWS/379(WE)**Dated.** _____

Copy along with soft copy forwarded to the Technical Head, State Portal Group, IT Center, Secretariat, Department of Information & Technology, Bhubaneswar vide E-mail : tendersorissa@gmail.com for hosting of Tender Call Notice & DTCN in Govt. of Odisha Website www.odisha.gov.in by 10.08.2023.

Sd/-

Encl: Tender Call Notice & DTCN (soft copy)

Senior Manager (Mech.)

Memo No.OCCL/RWS/380(3)(WE)**Dated.** _____

Copy to Notice Board of Head Office, OCCL / Notice Board of Central Workshop, OCCL / Notice Board of Regional Workshop, OCCL.

Sd/-

Senior Manager (Mech.)

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

EMD AND DOCUMENT DEPOSIT PARTICULARSDETAILS OF EARNEST MONEY DEPOSIT AND DOCUMENTS SUBMITTED ALONG WITH TENDER

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

Bank, _____ Branch _____.
2. GST Certificate :
3. P.A.N. card :
4. Names of relations in O.C.C. Ltd. :
5. Money Receipt No. _____ Dated. _____ issued by
_____ for Rs. _____ (Rupees
_____) only in support of purchase of tender schedule.
6. Any other documents :

Full signature of "Bidder" with date and seal

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

UNDERTAKING OF BIDDER

I / We Shri

(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 "Bidder" with date and seal

Present address for correspondence:

Signature of the Bidder
 or his Power of attorney holder with date
 full name, designation and official seal

Senior Manager (Mechanical),
 OCCL, Regional Workshop,
 Jeypore, Koraput-764002 (Odisha)

FORM – A
STRUCTURE AND ORGANISATION

1. Name of Bidder
 2. Nationality of Bidder
 3. Office Address
 4. Telephone No.
 - Land phone
 - Mobile
 - Fax No
 - e-mail id
 5. Location of establishment
 6. The Bidder 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 the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

(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 uploaded 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 bid.
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.

Signature of the Bidder
 or his Power of attorney holder with date
 full name, designation and official seal

Senior Manager (Mechanical),
 OCCL, Regional Workshop,
 Jeypore, Koraput-764002 (Odisha)

ANNEXURE-E**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 Bidder

Name _____

Address _____

Date : _____

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

UNDERTAKING TO PAY MINIMUM WAGES

We do hereby undertake that, we shall pay wages of each labour at the rate not less than the wages as per Minimum Wages Act in force during the time of execution and as may be amended from time to time. The "Engineer-in-Charge" has the right to enquire into and decide on any complaint of the Labourers relating to non-payment or less payment of wages to them and his decision will be final and binding on us.

Signature of the Bidder

Name _____

Address _____

Date : _____

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (i) **“CORPORATION”** means **ODISHA CONSTRUCTION CORPORATION LTD. (“OCCL” in short)** with registered office at Unit-8, Gopabandhunagar, Bhubaneswar – 751 012 (Odisha) represented through its Managing Director or any other officer as designated by the Corporation from time to time.
- (ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by OCCL at work site for the work including the Senior Manager (Mech.), OCCL, Regional Workshop, Jeypore, Koraput-764002, (Odisha).
- (iii) **“BIDDER/JOB-WORKER”** means the enlisted person/firm/ Organisation 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 “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 bidder 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.

3. RATE

The rate quoted by the “Bidder” 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 “Bidder” should be firm for the entire period of execution.

The “Bidder” shall quote the rates to complete the works as per specifications inclusive of all transportation, handling, loading, unloading, 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.

The bidder will quote their basic rates(Excluding GST)in Tender Schedule GST as extra will be paid to the successful bidder as per the prevailing rules

4. PAYMENT TERMS

- (i) No advance, no price escalation and no price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- (ii) The payment to the “Bidder” shall be limited to the measurements taken and accepted by the client. The “Bidder” cannot raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment. The quantity shown in the Bill of quantity is maximum and approximate, however as per actual quantity of work jointly certified by the client and OCCL, payment will be made. The Payment will be made to the Bidder either in R/A Bills or Final Bill for those Items which are completed as per Price Schedule.
- (iii) 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.
- (iv) The Bidder will bear the full cost of rectification or replacement of works required as per direction of “Client” or “Engineer-in-Charge”.
- (v) Any penalty levied by “Client” on “OCCL” due to delay in work will be borne by the “Bidder” in full, if the “Bidder” is responsible for delay.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

5. SECURITY DEPOSIT

The Security Deposit (SD) 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. INITIAL SECURITY DEPOSIT (ISD)

The "Job-Worker" shall deposit Initial Security Deposit (ISD) at the rate of 2(Two) % of the work / agreement value on receipt of letter of intent of work within a period of 15 days from the date of issue but before execution of agreement. After receipt of the full ISD, the EMD received along with the tender shall be returned.

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

7. 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. Defects, if any, shall be recovered from the "Job-Worker".

8. 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. No VAT on works contract shall be levied from the bills of "Job-Worker". However, the "Job-Worker" shall bear GST on materials procured by him. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

9. 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, cement, steel materials etc. 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".

10. 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, cement, steel materials etc. issued to him by the owner and "Corporation". The materials, plants, machinery, equipments, tools, tackles cement, steel materials etc. shall be issued as per requirement and availability only.

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 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.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

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

The plants, machinery, equipments, tools, tackles, excess cement, 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 cement, steel materials, balance 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".

12. 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".

13. ELECTRICITY

Electricity will be provided by OCCL at the work site. On unavailability of electricity, OCCL shall provide DG along with operator and POL for the work at site.

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.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

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.

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. PROVIDENT 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".

25. 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 should get the Registration Number for this from the E.S.I. Deptt., Odisha. He shall produce the records in support of payment of ESI dues to the "Engineer-in-Charge" for check and record.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore,Koraput-764002 (Odisha)

26. 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.

27. 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.

28. 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.

29. 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".

30. 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) 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.

31. 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.

32. WATCH AND WARD

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

33. 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.

34. SPLITTING UP WORK

The authority reserves the right to split up the work amongst various "Job-Workers" and increase or decrease 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 actuals.

If "Corporation" desires, different agencies can be engaged at a single site of work for which each agency is to co-operate so that other agency does not face any difficulty in engagement of his machinery, equipments, vehicles etc.

35. BREACH OF CONTRACT

The performance security 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 "Job-Worker". The decision

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

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.

36. 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) Disproportionate 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 exparte measurements, if the “Job-Worker” does not co-operate in taking final measurements after termination of contract.

37. 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.

38. 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 up to 20(Twenty)%	2(Two)% of value of defaulted quantity
(iii)	Above 20(Twenty)% and up to 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.

39. 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) %.

40. 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”.

41. 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.

42. 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. The site of the work at Mangalpur Barrage is about 120 KM from Nabarangpur.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore,Koraput-764002 (Odisha)

43. 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".

44. 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 items can be splitted among two or more tenderers at any stage. The offer of any Tenderer or all may be cancelled without assigning any reason thereof. The requirements shown in any Tender call notice are only indicative and may vary.

45. APPROACH ROAD, HAUL ROAD ETC.

The approach road, haul road etc. if required, at site of work are to be constructed and maintained by the "Job-Worker" at his cost.

46. 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.

47. 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.

48. FORCE MAJEURE

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

49. SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely done from the ground, or from solid construction except such short period work as can be done safely from ladders.
2. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
3. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and other secured at least 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
4. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

Signature of the Bidder
or his Power of attorney holder with date
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Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

5. Every opening in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3 ft.).
6. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Job-Worker shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of very suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the Job-Worker be paid to compensate any claim by any such person.
6. Ladder shall extend from bottom of the trench to at least 90 cm (3 ft) above the surface of the ground. The sides of the trenches which are 1.5 m (5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the Job-Worker should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably provide:
 - i) Those engaged in welding works shall be provided with welder's protective eye shields.
 - ii) Concrete breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - iii) The Job-Worker shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precaution should be taken:-
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the Job-Workers to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
8. An additional clause (viii) (i) of Central Public Works Department Safety Code (iv) the Job-Worker shall not employ women and men below the age of 18 yrs. On the work of painting with product containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following principles must be observed for such use:
 - i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

- ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever predictable, to prevent danger arising out of from the dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Case of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of **OWNER**
 - viii) **OWNER** may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
9. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order. b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall plainly marked with the safe working load.
In case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Engineer-in-Charge. As regard Job-Workers machine the Job-Workers shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Engineer concerned.
10. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
11. All scaffolds, ladders and other safety devices mentioned on described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

12. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Job-Worker.
13. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Job-Worker shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
14. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the Job-Worker from the operations of any other Act or Rule in force in the Republic of India.

50. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY ITS JOB-WORKERS

Model Rules for the protection of Health and Sanitary arrangements for workers employed by Central PWD/State PWD or its Job-Worker's and CPWD/State PWD Job-Worker's Labour Regulations with re-enactment and modification shall mutatis-mutandis apply to the OWNER with adoption that :

- a) Any difference to the aforesaid Rules and Regulations shall be deemed to be a reference to the Regulations of OWNER.
- b) Any reference to the CPWD/State PWD shall be deemed to be a reference to the OWNER.

1. APPLICATION

These Rules shall apply to all buildings and constructions works in charge of **OWNER** in which twenty (20) more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:-
 - a) For work places in which the contract labour employed does not exceed 50 -
Each first aid box shall contain the following equipment:-
 - 6 small sterilized dressings.
 - 4 medium size sterilized dressings
 - 3 large size sterilized dressings.
 - 3 large sterilized burn dressings
 - 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
 - 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 1 snake-bite lancet 1 (30 gms) bottle of potassium permanganate crystals.
 - 1 pair scissors.
 - 1 copy of the first-aid leaflet issued by the Director General,
 - Factor Advise Service and Labour Institutes, Government of India.
 - 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
 - Ointment for burns.
 - A bottle of suitable surgical antiseptic solution.
 - b) For work places in which the contract labour exceed 50. Each first aid box shall contain the following equipments:-
 1. 12 small sterilized dressings.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

2. 6 medium size sterilized dressings.
 3. 6 large size sterilized dressings.
 4. 6 large size sterilized burn dressings.
 5. 6 (15 gms) packets sterilized cotton wool.
 6. 1 (60 ml) bottle containing a two per cent alcoholic solution of iodine.
 7. 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.

 8. 1 rolls of adhesive plaster.
 9. 1 snake-bite lancet.
 10. 1 (30 gms) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General, Factor Advise Service and Labour Institutes, Government of India.
 13. 1 bottle containing 100 tablets (each of 5 Gms) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
 - iv) Nothing except the prescribed contents shall be kept in the First-aid box.
 - v) The First-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
 - vii) When work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital.

3. DRINKING WATER

- i) In every work place there shall be provided and maintained suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking.
 - ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
 - iii) Every water supply or storage shall be at a distance of not less than 50 ft. from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
- iii) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

4. WASHING FACILITIES

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

5. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

6. CRECHES

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of 6 years. One room shall be used as a play-room for the children and other as their bedroom. The rooms shall be constructed with specification as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provisions of sweepers to keep the place clean.
- iii) The Job-Worker shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bedroom.
- iv) The Job-Worker shall provide one ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

7. ANTI-MALARIAL PRECAUTIONS

The Job-Worker shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

- 8 The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

9 AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

51. JOB-WORKER'S LABOUR REGULATIONS

1. SHORT TITLE

These regulations may be called the **OWNER** Job-Workers Labour Regulations.

2. DEFINITIONS

- i) **Workman means** any person employed by **OWNER** or its Job-Worker directly or indirectly through a sub Job-Worker with or without the knowledge of **OWNER** to do any skilled,

semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

- a) Who is employed mainly in a managerial or administrative capacity: or

Signature of the Bidder
or his Power of attorney holder with date
full name, designation and official seal

Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

- b) **Who** being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or
 - c) **Who** is an out worker that it to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.
- ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
 - iii) **Job-Workers** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-Job-Worker.
 - iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.
3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii)a) Every worker shall be given a weekly holiday normally on a Sunday in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same Job-Worker for a continuous period of not less than 6 days.
- c) Where a Job-Worker is permitted by the Engineer-in-Chief to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

The Job-Worker shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages period, dates of payments of wages and other relevant information as per Appendix 'III'.

5 **PAYMENT OF WAGES**

- i) The Job-Worker shall fix wages periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.

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Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

- iii) The wages of every person employed as contract labour in an establishment or by a Job-Worker where less than one thousand such persons are employed shall be paid before their expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the Job-Worker the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made from within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorised by him on his behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Job-Worker to the Engineer-in-Chief under acknowledgment. It shall be the duty of the Job-Worker to ensure the disbursement of wages in the presence of any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the Job-Worker to workmen.
- x) The Job-Worker shall obtain from any authorized representative of the Engineer-in-Chief as the case may be, a certificate under his signature at the end of the entries in the register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form :

"Certified that the amount shown in column No has been paid to the workman concerned in my presence on..... at

6. LABOUR RECORDS

- (i) **Register of accident - The** Job-Worker shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the labourers who met with accident,
 - (b) Rate of wages,
 - (c) Sex,
 - (d) Age,
 - (e) Nature of accident and cause of accident,
 - (f) Time and date of accident,
 - (g) Date and time when admitted in Hospital,
 - (i) Period of treatment and result of treatment,
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act,
 - (l) Date of payment of compensation,
 - (m) Amount paid with details of the person to whom the same was paid.
 - (n) Authority by whom the compensation was assessed, and
 - (o) Remarks.
- (ii) The Job-Worker shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) rules 1971 (Appendix-IV).

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OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

7. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

8. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the Job-Worker or subJob-Worker in regard to such provision.

9. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the **OWNER** indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Job-Worker's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the Job-Worker under Clause 12 of these regulations, actual payment to labourers will be made by the **OWNER** after given his decision on such appeal.

- (i) The **OWNER** shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer.

10. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the **OWNER within 30 days** from the date of decision, forwarding simultaneously a copy of his appeal to the **OWNER** but subject to such appeal, the decision of the officer shall be final and binding upon the Job-Worker.

11. INSPECTION OF BOOKS AND SLIPS

The Job-Worker shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Government on his behalf.

12. SUBMISSIONS OF RETURNS

The Job-Worker shall submit periodical returns as may be specified from time to time.

13. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the **OWNER** shall be final.

52. 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.

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Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

Special Conditions of Contract

1. The job-worker should not have been declared ineligible for corrupt and fraudulent practices by OCCL.
2. The job-worker shall bear all costs associated with preparation and submission of his tender and the OCCL will in no case be responsible and liable for those costs.
3. Where there is a discrepancy between the rates in figures and in words, the rate in words will govern. Where there is a discrepancy between the unit rate and amount, the unit rate as quoted will govern.
4. In case of discrepancy between the bill of quantities, specifications and/or drawings, the Engineer-in-Charge shall be sole deciding authority as to which shall prevail and his decision shall be final and conclusive.
5. The "Job Worker" shall, during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary stores, offices etc. required for proper and efficient execution of the work.
6. Whenever the Engineer-in-Charge exercise his authority to cancel the contract for insolvency assignment or transfer or subletting of contract, he may complete the work by any means at the Job worker's risk and expenses provided always that in the event of the cost of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to OCCL. If the cost exceeds, the Job worker shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Job worker by other means.
7. If the Job worker makes default in commencing the work within a reasonable time or within the time specified, or having taken over the site, does not commence the work within a reasonable time, or if the Job worker, in the opinion of the Engineer-in-Charge, during the currency of the contract makes default in proceeding with the work, or progress of work is slow, or in the opinion of the OCCL/Engineer-in-Charge the workmanship is poor, or if the Job worker fails to comply with any of the terms and conditions of the contract, or fails to complete the work in full or part and clears the site on or before the date of completion, or fails to achieve the progress as set out under the contract or fails to carry out the orders issued by the Engineer-in-Charge or abandons the contract or otherwise commits any breach of contract, OCCL will cancel the contract as a whole or in part or any items of work under the contract without any prior notice to the Job worker at the sole cost, risk and expense of the Job worker and get the balance work executed either by OCCL itself, or by another Job worker or through any other agency as deemed fit. In such an event, the Job worker shall be liable to make good and compensate all losses, expenses whatsoever, incurred or to be incurred by OCCL.
8. The Job worker shall be responsible for providing at his own expenses all precautions to prevent loss or damage and from any and all risks and in order to minimize the amount of any such loss or damage and for necessary steps to be taken for the said purpose until the works have been handed over complete in all respect to the Engineer-in-Charge.
9. No claim of the Job worker, whatsoever, shall be entertained after payment of the final bill.
10. Any agreement, bank guarantee, hypothecation deed etc. required to be executed under this contract shall be made at the cost of the Job worker with proper stamp duty as per the format.
11. The job-worker must visit to the Worksite and visualize its condition before quoting the rates.
12. Any correction and rectification required for the work done by the job-worker should be taken up immediately by the job-worker as per direction of the Engineer-in-Charge at his own cost.
13. The hutment, electricity, water and other day to day requirement of the worker and supervisory staff will be arranged by the job-worker. However the land (if available) required for construction of temporary hutments will be provided by OCCL on non chargeable basis. It is the responsibility of the job-worker to demolish the hutment and other structures and remove the debris immediately after completion of the work.

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Senior Manager (Mechanical),
OCCL, Regional Workshop,
Jeypore, Koraput-764002 (Odisha)

SCOPE OF WORK

Name of work : "Execution of balance work of radial gates with it's components in bay No. 3 of Indravati dam comprising of fitting of Rubber seals & final welding of Hoist bridge, painting and bay No. 3 of Muran dam comprising of balance welding of Radial gate, fitting of Wire rope, welding of hoist bridge, painting etc of UIHEP, Dist. Nabarangpur."

1. The scope of OCCL shall be as under.

- i) OCCL shall supply electricity at one point to the successful bidder.
- ii) On unavailability of electricity, OCCL shall provide DG set with operator and POL, at site of work.
- iii) OCCL shall supply all fabricated & assembled materials, rubber seals, socketed wire ropes, fasteners to the successful bidder at site of work.
- iv) OCCL shall supply welding electrodes, DA gas, Oxygen gas for the work at site.
- v) OCCL shall supply welding machines at site of work.
- vi) OCCL shall supply all lubricants e.g. cardium compound, grease & gear oil etc.

2. The scope of successful bidders shall be as follows:

- i) The bidders shall provide all required technical / non-technical / High-skilled / skilled / semi-skilled / un-skilled workmen for the work of existing radial gates **in bay No. 3 of Indravati dam and bay No.3 of Muran dam** and welding, commissioning, testing, painting as per IS:14177 :1994 including fitting of rubber seals, socketed wire ropes etc. of radial gates.
- ii) The bidders shall supply all consumables items like hand gloves, welding screens, welding cable, electrode holder, cutting nozzles, grinding stones, electric cables, gas hose pipes, sand for sand blasting etc. required at site of work.
- iii) The bidder shall supply required paints, primer, thinner of Berger Paint for painting of new radial gates.
- iv) The bidder should engage only qualified workmen.
- v) The bidder will supply all machinery/equipments like Air compressor for sand blasting, blower etc. for painting of gates, mechanical /power winch, gas cutting set, grinding machine, gas regulators etc. required to complete the work.
- vi) Tools & tackles required for the work like chain pulley block wrench machine, lifting & pulling machine, scaffolding etc. shall be supplied by the bidder.
- vii) No accommodation will be provided by OCC Ltd. The bidder has to arrange his own accommodation.
- viii) 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 bidder.
- ix) The bidder shall arrange hutments for his workmen at site along with watch and ward of the materials, machinery at his own cost.
- x) Electricity at one point shall be made available, however further requirements shall be arranged by the bidder.
- xi) Any other unforeseen items / requirements at site of work shall be supplied by the bidder.

Decision of the Engineer-in-Charge regarding scope of work of the bidder shall be final and binding on him. The bidder will execute the work as per bill of quantities as per direction of Engineer-in-Charge or his authorized representative.

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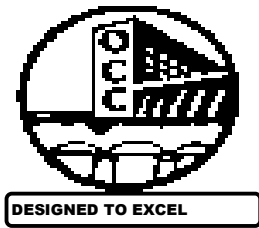
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TECHNICAL SPECIFICATION

1. Installation of Socketed Wire Rope must abide by IS.6938.2005.
2. Equalising with turnbuckles shall be carried out for adequate tension in the wire ropes.
3. Surface preparation by blast cleaning process shall be performed with sand as per requirements and class 'A' of IS : 14177:1994. After blast cleaning, the surface should be cleaned from loose dust and debris preferably by air blast with help of blower.
4. For Radial Gate, over the prepared surfaces after sand blasting 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 coal tar 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 less than 350 ± 5 microns as per IS: 14177:1994.
5. All paints, thinner, primer supplied by the successful Bidder, should be of Berger brand only.

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OCCL, Regional Workshop,
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ODISHA CONSTRUCTION CORPORATION LTD.

(A Government of Odisha undertaking)

REGIONAL WORKSHOP,

JEYPORE, KORAPUT – 764002 (ODISHA)

Tel. Phone/Mobile No :

e-Mail: smregionalworkshop@gmail.com

GSTIN- 21AAACO2571K2ZM

Notice No.: OCCL/RWS/TCN/ 02/ 2023-24 Dated.09.08.2023

BILL OF QUANTITY & PRICE SCHEDULE

Name of Work : Execution of balance work of radial gates with it's components in bay No. 3 of Indravati dam comprising of fitting of Rubber seals & final welding of Hoist bridge, painting and bay No. 3 of Muran dam comprising of balance welding of Radial gate, fitting of Wire rope, welding of hoist bridge, painting etc of UIHEP, Dist. Nabarangpur.

Sl. No.	Description of Item	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Radial Gates of Indravati dam (bay No.3)				
1.01	Fitting of side rubber seals & bottom rubber seal with fasteners to be supplied by Corporation including labour, tools & tackles etc and as per direction of Engineer-in-charge	Set	1		
1.02	Final welding of Hoisting arrangements in Bay No.3 including labour, hire charge of machinery, equipments, tools & tackles etc, excluding welding rods to be supplied by Corporation and as per direction of Engineer-in-charge	Set	1		
1.03	Painting of 1 (One) set new radial gate and its components in bay No.3 after surface preparation by blast cleaning process, performed with sand as per requirements and class 'A' of IS : 14177:1994. 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 coal tar 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 less than 350 ±5 microns as per IS: 14177:1994, including sand, paints, thinner, labour, machinery, equipments, scaffolding etc.	Sqr. Mtr.	1500		
2	Radial Gates of Muran Dam (Bay No. 3)				
2.01	Balance Fabrication, commissioning, testing of new radial gate in bay No.3 with its components including labour, hire charge of machinery, equipments, tools & tackles etc, excluding welding rod, Oxygen, DA to be supplied by Corporation and as per direction of Engineer-in-charge	Set	1		

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2.02	Welding of hoist bridge, gearbox assembly, rope drum etc in Bay No.3 with alignment, commissioning and testing including Fitting of new wire rope assemblies, turnbuckle, application of cardium compound in wire ropes, gear oil topping in worm reducer including labour, hire charge of machinery, equipments, tools & tackles etc, excluding wire ropes, turn buckles, Grease, Cardium compound, gear oil to be supplied by Corporation and as per direction of Engineer-in-charge	Set	1		
2.03	Painting of 1 (One) set new radial gate and its components in bay No.3 after surface preparation by blast cleaning process, performed with sand as per requirements and class 'A' of IS : 14177:1994. 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 coal tar 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 less than 350 ± 5 microns as per IS: 14177:1994, including sand, paints, thinner, labour, machinery, equipments, scaffolding etc.	Sqr. Mtr.	1500		
	Total				

N.B. : GST to be paid extra as applicable

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