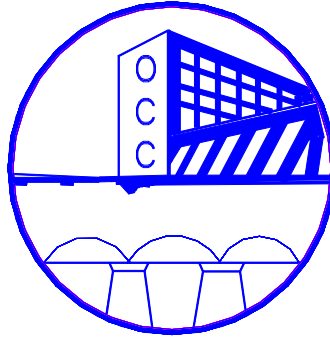


ODISHA CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)
OFFICE OF THE SENIOR MANAGER (MECH.), ERECTION AND MAINTENANCE
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR-751010
GSTIN-21AAACO2571K2ZM



TENDER DOCUMENT

TENDER CALL NOTICE No. OCC/SM(M)/E&M /02/23-24 dated 20.10.2023

Name of work:

“ERECTION, COMMISSIONING, TRIAL-TESTING OF SERVICE & EMERGENCY GATES WITH MOTORISED SCREW HOIST ARRANGEMENT, TRASH RACK AND SECOND STAGE CONCRETING FOR HEAD REGULATOR-CUM-DEPLETION SLUICE OF GHATAKESWAR MULTIPURPOSE PROJECT, CHIKITI, GANJAM.”

(This tender document contains 24 (Twenty four) sheets including this cover page)

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

OFFICE OF THE SENIOR MANAGER (MECH.), ERECTION AND MAINTENANCE,
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR-751010
GSTIN-21AAACO2571K2ZM

Tender Call Notice No. OCC/SM(M)/E&M/02/23-24 dated 20.10.2023

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1. On behalf of M/s. Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), Erection and Maintenance, Odisha Construction Corporation Ltd., Rasulgarh, Bhubaneswar-751010 (Odisha) invites sealed tender from the enlisted Job-workers of "OCCL" in M-IV & above grade for the following work(s).

Sl. No.	Name of the work	Cost of tender document + CGST @ 9% +SGST @ 9% (in ₹)	Period of completion.	Class of Job-worker
1	Erection, commissioning trial-testing of Service & Emergency gates with motorized screw hoist arrangement, Trash rack and second stage concreting for Head Regulator-cum Depletion sluice of Ghatakeswar Multipurpose Project, Chikiti, Ganjam.	7,080/-	60 (Sixty) Days	Grade M-IV & above

2. The tender document may be downloaded from OCCL website www.odishaconstruction.com or from Govt. of Odisha website www.tendersodisha.gov.in and non-refundable cost of tender document amounting to Rs. 7,080/- (Rupees seven thousand eighty) only inclusive of CGST @ 9 % & SGST @ 9% in shape of Account Payee Demand Draft drawn on any Nationalised / Scheduled Bank payable at Bhubaneswar only in favour of "**Odisha Construction Corporation Ltd. - Project Account**". Interested Job-workers may obtain further information, if any, from the undersigned.
3. The Tender must be accompanied with Earnest Money Deposit (EMD) value of ₹13,409.00 (Rupees thirteen thousand four hundred nine)only in shape of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of "Odisha Construction Corporation Ltd. - Project Account" or any other mode specified vide **Govt. of Odisha Works Department office memorandum No.07554600032022-1499/W dated 01.02.2023** in favour of "Odisha Construction Corporation Ltd., Bhubaneswar from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar"/e-Bank Guarantee executed on the National e-Governance Limited (NeSL) Digital Document Executed Portal may be kept observing all formalities & guidelines for tender and should be valid for 90 (Ninety) days from the date of opening of tenders
4. The tender must be submitted to the Senior Manager (Mech.), Erection and Maintenance, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) on or before **3.00 PM on 31.10.2023** and will be opened on **31.10.2023 at 4.00 PM** in the presence of the bidders, who may like to be present. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday, the bid will be opened at the same time and same venue in the next working day. The undersigned shall not be responsible for any kind of postal delay. **Tenders received without Earnest Money Deposit (EMD) & cost of tender documents will be out rightly rejected.**

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

Senior Manager(Mech.),
Erection and Maintenance, OCCL

5. Intending Job-Workers are required to furnish the following documents 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) Cost of tender document (**Annexure - A**)
 - (iii) Earnest Money Deposit (EMD) in enclosed format (**Annexure-B**)
 - (iv) Copy of valid GST certificate.
 - (v) Copy of valid registration certificate issued by Provident Fund Authority.
 - (vi) Copy of valid ESI registration certificate issued by competent authorities.
 - (vii) Copy of PAN card
 - (viii) Copy of document indicating residential address.
 - (ix) Undertakings in prescribed available in tender document (**Annexure-F**) & (**Annexure-G**).
 - (x) Copy of valid enlistment certificate as Job-Worker issued by "OCC Ltd." If not enlisted, agency is to get enlisted in OCC Ltd. in M-IV grade & above before opening of the tender.
 - (xi) Structure and organization(**Annexure-C**), No Relation Certificate (**Annexure-E**)
 - (xii) Copy of valid labour license (The Job-Worker is required to furnish necessary labour license, issued by competent authority before commencement of the work.).
 - (xiii) Affidavit duly registered before NOTARY regarding authenticity of documents (**Annexure-D**)
 - (xiv) Detailed planning of men, machinery and materials for executing the work tendered herein.
 - (xv) Detailed list and copies of documents of machinery owned by the Job-worker.
6. The Job-Worker if required shall be asked to furnish rate analysis for the work for the quoted amount
7. The intending Job-Worker is to quote rates in enclosed bill of quantity & price schedule format only.
8. The successful Job-Worker shall have to execute the work as per scope of work, methodology of work, technical specifications & price schedule as per direction of Engineer-in-charge and terms & conditions of agreement. The successful Job-Worker is required to furnish necessary labour license, issued by competent authority before commencement of the work.
9. 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.
10. The authority reserves absolute right to accept or reject any or all tenders and to split up works to award to one or more Job-workers without assigning any reason thereof.
11. Tender through Fax/Telex/Telegram/e-mail will not be accepted
12. The Job-Worker registered under NSIC / MSME for participation in tender / quotation / bid are not entitled for exemption from payment of Tender paper cost / quotation / bid paper cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.
13. The validity of offer should be for a period of **90** (Ninety) days from the date of opening of bids. OCC Ltd. may ask for further extension of validity if required without any price rise.
14. Any dispute arising out of this bid or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or courts under the jurisdiction of Odisha High Court at Bhubaneswar only

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

ANNEXURE – A

TENDER PAPER COST AND DOCUMENT DEPOSIT PARTICULARS

1. Cost of Tender Rs. **7,080** /- (Rupees seven thousand eighty) only vide Demand Draft No. _____ in any nationalized bank / scheduled bank _____ Dated _____ issued by _____ Bank, _____ Branch _____
2. GST Registration Certificate
3. P.A.N. card
4. Names of relations in O.C.C. Ltd.
5. Any other documents.

Full signature of "Job-worker"
with date and seal.

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

ANNEXURE - B

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

1. EMD amount ₹. _____ (Rupees _____) only vide
A/C Payee D.D. No. _____ Dated _____ issued by
_____ Bank, _____ Branch
_____.
2. GST Registration Certificate
3. P.A.N. card
4. Names of relations in O.C.C. Ltd.
5. Any other documents.

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

Company Name.....

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

**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
5. E-mail id
6. Location of establishment
7. 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.
8. Number of year of experience
 - a. As a prime Contractor
 - I In own country
 - II Other country (specify country)

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

ANNEXURE - D

(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.

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

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 Job-Worker

Name _____

Address _____

Date : _____

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

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 : _____

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

Undertaking of Job-Worker

I / We Sri

(In case of the firm, the name of the proprietor/head of the firm along with the designation & name of firm should be mentioned)

S/o:- Sri _____, Permanent resident of
Vill/Street:- _____, P.O.- _____, P.S.- _____
Via: - _____, Dist.- _____
State: - _____, PIN: - _____

declare that I/We have thoroughly gone through the Tender document and I/We know the sites of works. I/We agree to work at rates quoted by me/us or at settled rates and abide by the terms and conditions of the Tender document.

Full signature of "Job-Worker" with date and seal.
Present address for correspondence

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

SCOPE OF WORK

Name of the work:

"Erection, commissioning, trial-testing of Service & Emergency gates with motorized screw hoist arrangement, Trash rack and second stage concreting for Head Regulator -cum Depletion sluice of Ghatakeswar Multipurpose Project, Chikiti, Ganjam."
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 and paint & thinner of required quantity for the job as per price schedule & drawings at site of work.

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) Power cables and accessories will be arranged by the Job worker. The Job-worker has to arrange DG set with operator & POL to complete the work at his own cost.
- iii) The Job-worker has to supply all the painting accessories. The Job-Worker will supply all Tools & tackles required machinery/equipments like, welding machine, suitable capacity Chain Pulley blocks, gas cutting set, oxygen & DA regulator, scaffolding etc. and suitable capacity Crane with required boom length for material handling and erection.
- iv) The job worker shall supply manpower having proper skill and suitable technical supervisor.
- v) No accommodation will be provided by OCC Ltd. 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 supply "Cement concrete grade-M-25 for 2nd stage concreting 20mm and downgraded crusher broken hard granite aggregates of approved grade and quality from approved quarry free from weathered skin surface, dust and any other deleterious materials as per approved design, drawing and specifications with all leads, lifts delifts including cost, carriage, royalty and taxes of materials, mixing and vibrating concrete by mechanical means including supply of all tools and tackles, machineries, labour charges, cost and carriage of water for mixing concrete and curing concrete for 28 days hire and running charges of all machineries / equipments, construction, erection and removal of gang ways, staging, scaffoldings & incidental charges complete. The Job-worker shall bear the quality control charges and cost of samples to be given for quality test.
- viii) The Job-Worker shall arrange water / hutments for his workmen at site along with sufficient watch and ward of the materials/ machinery of OCCL.
- ix) In case of faulty work man ship, 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) The job worker shall arrange proper watch and ward for the machineries & materials of OCCL and as well as of his during period of work.
- xii) Any other unforeseen items / requirements at site of work shall be supplied by the Job-worker.

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

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (i) "CORPORATION" means "ODISHA CONSTRUCTION CORPORATION LTD. ("OCCL" in short)" with registered office at Unit-8, Gopabandhu Nagar, Bhubaneswar – 751012 (Odisha) represented through its Managing Director or any other officer as designated by the "Corporation" from time to time.
- (ii) "**ENGINEER-IN-CHARGE**" means the qualified engineer deployed by the "Corporation" at work site for the work including the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Erection & Maintenance, Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) or their authorized person"
- (iii) "**JOB-WORKER / SUCCESSFUL BIDDER**" means the enlisted person / firm / organisation having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (iii) "**CLIENT**" means the State Govt. or Central Govt. organization or any individual from whom "OCCL" has received the work for execution.

2. AGREEMENT

The "Job-Worker" shall enter into an agreement with the "Engineer-in-Charge" in the format on requisite value of stamp paper prescribed for the purpose by the "Corporation" within a stipulated period to be specified by the "Engineer-in-Charge" failing which the EMD and ISD shall be forfeited. The work may be awarded in favour of some other agency at the discretion of the "Corporation".

3. RATE

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

The "Job-Worker" shall quote the rates to complete the works as per specifications inclusive of handling, loading, unloading, shifting, lift, de-lift, taxes, duties, levies, incidental expenses etc. that will be applicable on the work to be executed by him. No claim in this regard in whatsoever form shall be entertained.

4. PAYMENT TERMS

- i) Payment shall be made on unit basis as per bill of quantities mentioned in the price schedule for the work.
- ii) 90(Ninety)% payment shall be made only after the work at site against submission of bills by the "Job-worker" and verification items by the "Engineer-in-Charge" & Balance 10(Ten)% payment shall be made after 60(Sixty) days of commissioning, testing and satisfactory performance of works.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm through out the agreement period.
- iv) The payment to the "Job-Worker" shall be limited to the measurements taken basing on actual execution. 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 "OCCL" due to delay in work will be borne by the "Job-Worker" in full, if the "Job-Worker" is responsible for delay.

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

5. **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".

6. **SECURITY DEPOSIT (SD)**

The Security Deposit (SD) at the rate of 5(Five)% shall be deducted on the gross amount of each bill of the "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.

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. Penalty, 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. 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.

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

The "Job-Worker" shall ensure optimum utilization of the plants, machinery, equipments, tools, tackles, consumables, steel materials etc.(If supplied to Job-Worker) and shall not create any hindrance for others. The decision of the "Engineer-in-Charge" regarding the optimum requirement shall be final and binding on the "Job-Worker". Idle charges for machineries shall be deducted from the Job Worker in case the same have not used optionally and kept idle.

10. **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 "OCC Ltd." Or market rate, whichever is higher.

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

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

The plants, machinery, equipments, tools, tackles, excess steel materials, excess consumables etc. of the "Corporation" are to be returned by the "Job-Worker" in good working condition after completion of the work/termination of the contract by the "Corporation".

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

Any damage to/ by the plants, machinery, equipments, tools, tackles etc. during use by the "Job-Worker" shall be booked to the "Job-Worker" for recovery from his bills. The balance unused/excess steel materials, consumables etc. of the "Corporation", if any, shall be returned by the "Job-Worker" in good condition at specified places as per direction of the "Engineer-in-Charge" failing which the cost at 5(Five) times the market rate shall be deducted from the "Job-Worker".

12. **SCRAP STEEL MATERIALS**

The scrap steel materials 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 arrangement like power cables and accessories will be arranged by the Job worker required for completion of the work at his own cost. The Job-worker has to arrange DG set with operator & POL to complete the work at his own cost.

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 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.

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 Bidder or his/their power
of attorney holder with date, full name,
designation and official seal**

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

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 licence and maintain all records at his own cost as per the conditions laid down in the labour rules in vogue and ammended 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 ammended 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".

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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 shall produce the records in support of payment of ESI dues to the "Engineer-in-Charge" for check and record.
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, machinery, vehicles, equipments, tools, tackles, consumables, 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 successful Job worker shall have to execute the erection, painting, commissioning, testing and related civil works. No splitting up work shall be made and there may be increase or decrease in the quantity of work mentioned in the quotation document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actuals.

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35. **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.

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) 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.

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

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”.

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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 Quotation.
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 quotation call or all quotation calls without assigning any reason thereof. The offer of any quotationer or all may be cancelled without assigning any reason thereof. The requirement shown in any quotation call notice are only indicative and may vary.
45. **SUB-LETTING**
The work under any agreement shall not be assigned or sublet to anybody by the "Job-Worker". If the "Job-Worker" shall assign or sublet or attempt to do so, the "Engineer-in-Charge" shall terminate the agreement and shall get the work done through any other agency or of its own at the risk and cost of the "Job-Worker". No claim will be allowed to the "Job-Worker" in this regard. "OCCL" reserves the right to have access also to units of the "Job-Worker" to verify, if works are actually executed by him.
46. **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.
47. **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 unurped power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.
48. **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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TECHNICAL SPECIFICATIONS

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

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

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

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**OFFICE OF THE SENIOR MANAGER (MECH.), ERECTION AND MAINTENANCE,
ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR-751010**

BILL OF QUANTITY

Name of work: Erection, commissioning, trial-testing of service & emergency gates with motorized screw hoist arrangement, trash rack and second stage concreting for Head Regulator-cum-Depletion sluice of Ghatakeswar Multipurpose Project, under Chikiti Irrigation Division, Berampur, Ganjam. Vide Tender Call Notice No. OCC/SM(M)/E&M/02/2023-24 Dated 20.10.2023

Sl. No	Description of items	Unit	Quantity	Basic price without GST in ₹ per Unit	Total Amount without GST in ₹	Total Amount without GST in words
1	2	3	4	5	6	7
A	Service gate (Size : 1200mm x 600mm), No. of gate = 01					
1	Erection of 1st stage embedded parts	MT	0.394			
2	Erection of 2nd stage embedded parts	MT	2.718			
3	Providing Reinforced Cement concrete grade M-25 for 2nd stage concreting 20mm and downgraded crusher broken hard granite aggregates of approved grade and quality from approved quarry free from weathered skin surface, dust and any other deleterious materials as per approved design, drawing and specifications with all leads, lifts delifts including cost, carriage, royalty and taxes of materials, mixing and vibrating concrete by mechanical means including providing rigid and smooth steel form works for 2 nd stage concrete works and dismantling the same after 28 days of curing supply of all tools and plants, machineries, labour charges, cost and carriage of water for mixing concrete and curing concrete hire and running charges of all machineries / equipments, construction, erection and removal of gang ways, staging, scaffoldings & incidental charges complete as per the direction of Engineer-in-charge.	Cum.	7.000			

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Sl. No	Description of items	Unit	Quantity	Basic price without GST in ₹ per Unit	Total Amount without GST in ₹	Total Amount without GST in words
1	2	3	4	5	6	7
4	Erection of service gate assembly.	MT	0.589			
5	Erection of motorized Screw hoist (6T capacity)	MT	4.426			
6	Painting of service gate shall be taken up after class B surface preparation. The surface should be cleaned from loose dust & debris by air blast with help of blower. Over the prepared surface, two coats of zinc rich primer shall be applied to give a total dry film thickness of 70 ± 5 micron followed by two coats of solvent less coal tar epoxy paint. Each coat should be applied at an interval of 24 hours and minimum dry film thickness per coat shall be 150 ±5 microns. Total dry film thickness should not be than 350 microns including primer coats as per IS:14177 (1994) . The quoted rate should include the hire charge for compressor, painting accessories, labour charge, other machinery, scaffolding etc. required for painting as per the direction of Engineer-in-Charge.	M ²	11.306			
7	Painting of motorized screw hoist shall be taken up after class B surface preparation. The surface should be cleaned from loose dust & debris by air blast with help of blower. Over the prepared surfaces, two coats of zinc phosphate primer should be applied to give a dry film thickness of 40 ± 5 microns per each coat. First coat of primer should be applied within 06 hours of cleaning, followed by 02 coats of synthetic enamel paint to give dry film thickness of 25 ±5 microns per coat of synthetic enamel paint. Total dry film thickness of all coats including primer coats should not be less than 110 microns as per IS:14177(1994) . The quoted rate should include the hire charge for compressor, painting accessories, labour charge, other machinery, scaffolding etc. required for painting as per the direction of Engineer-in-charge.	M ²	76.480			

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B	Emergency gate (Size:1200mm x 600mm), No. of gate=01					
1	Erection of 1 st stage embedded parts	MT	0.425			
2	Erection of 2nd stage embedded parts	MT	2.691			
3	Providing Reinforced Cement concrete grade-M-25 for 2nd stage concreting 20mm and downgraded crusher broken hard granite aggregates of approved grade and quality from approved quarry free from weathered skin surface, dust and any other deleterious materials as per approved design, drawing and specifications with all leads, lifts delifts including cost, carriage, royalty and taxes of materials, mixing and vibrating concrete by mechanical means including providing rigid and smooth steel form works for 2 nd stage concrete works and dismantling the same after 28 days of curing supply of all tools and plants, machineries, labour charges, cost and carriage of water for mixing concrete and curing concrete hire and running charges of all machineries / equipments, construction, erection and removal of gang ways, staging, scaffoldings & incidental charges complete as per the direction of Engineer-in-charge.	Cum.	7.000			
4	Erection of emergency gate assembly	MT	0.770			
5	Erection of motorized screw hoist (14T Capacity)	MT	6.200			
6	Painting of emergency gate shall be taken up after class B surface preparation. The surface should be cleaned from loose dust & debris by air blast with help of blower. Over the prepared surface, two coats of zinc rich primer shall be applied to give a total dry film thickness of 70 ± 5 micron followed by two coats of solvent less coal tar epoxy paint. Each coat should be applied at an interval of 24 hours and minimum dry film thickness per coat shall be 150 ±5 microns. Total dry film thickness should not be than 350 microns including primer coats as per IS:14177(1994) . The quoted rate should include the hire charge for compressor, painting accessories, labour charge, other machinery, scaffolding etc. required for painting as per the direction of Engineer-in-Charge.	M ²	13.596			

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Sl. No	Description of items	Unit	Quantity	Basic price without GST in ₹ per Unit	Total Amount without GST in ₹	Total Amount without GST in words
1	2	3	4	5	6	7
7	Painting of motorized screw hoist shall be taken up after class B surface preparation. The surface should be cleaned from loose dust & debris by air blast with help of blower. Over the prepared surfaces, two coats of zinc phosphate primer should be applied to give a dry film thickness of 40 ± 5 microns per each coat. First coat of primer should be applied within 06 hours of cleaning, followed by 02 coats of synthetic enamel paint to give dry film thickness of 25 ± 5 microns per coat of synthetic enamel paint. Total dry film thickness of all coats including primer coat should not be less than 110 microns as per IS:14177 (1994) . The quoted rate should include the hire charge for compressor, painting accessories, labour charge, other machinery, scaffolding etc. required for painting as per the direction of Engineer-in-charge.	M ²	80.752			
C	Trash Rack (Size 1600mm x 1270mm), No. of Bays=06 & No. of Trash Rack Segment = 60					
1	Erection of embedded parts	MT	5.898			
2	Providing Reinforced Cement concrete grade-M-25 for 2nd stage concreting 20mm and downgraded crusher broken hard granite aggregates of approved grade and quality from approved quarry free from weathered skin surface, dust and any other deleterious materials as per approved design, drawing and specifications with all leads, lifts delifts including cost, carriage, royalty and taxes of materials, mixing and vibrating concrete by mechanical means including providing rigid and smooth steel form works for 2 nd stage concrete works and dismantling the same after 28 days of curing supply of all tools and plants, machineries, labour charges, cost and carriage of water for mixing concrete and curing concrete hire and running charges of all machineries / equipments, construction, erection and removal of gang ways, staging, scaffoldings & incidental charges complete as per the direction of Engineer-in-charge.	Cum.	18.000			

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Sl. No	Description of items	Unit	Quantity	Basic price without GST in ₹ per Unit	Total Amount without GST in ₹	Total Amount without GST in words
1	2	3	4	5	6	7
3	Erection of Trash Rack	MT	13.320			
4	Painting of Trash Rack shall be taken up after class B surface preparation. The surface should be cleaned from loose dust & debris by air blast with help of blower. Over the prepared surface, two coats of zinc rich primer shall be applied to give a total dry film thickness of 70 ± 5 micron followed by two coats of solvent less coal tar epoxy paint. Each coat should be applied at an interval of 24 hours and minimum dry film thickness per coat shall be 150 ±5 microns. Total dry film thickness should not be than 350 microns including primer coats. The quoted rate should include the hire charge for compressor, painting accessories, labour charge, other machinery, scaffolding etc. required for painting as per the direction of Engineer-in-Charge.	M ²	623.160			

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