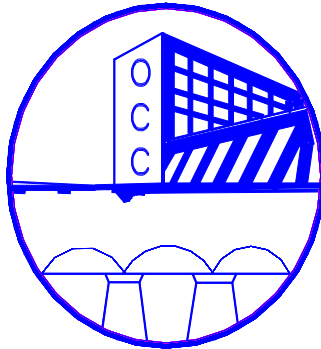


**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A GOVERNMENT OF ODISHA UNDERTAKING)**

**MANJORE GATE WORKS PROJECT,  
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR-751010**



**TENDER CALL NOTICE**

**No. OCC/MGWP/04/2018-19 dated 22.01.2019**

**Name of work:**

**EXPRESSION OF INTEREST FOR ERECTION, ASSEMBLY, COMMISSIONING, TESTING, PAINTING INCLUDING FITTING OF RUBBER SEALS, SOCKETED WIRE ROPES ETC. FOR 2 (TWO) NOS. BARRAGE BAY RADIAL GATES OF EACH SIZE 20.000 Mtr. x 9.200 Mtr. IN BAY NOS. 15 & 16 OF SAMAL BARRAGE, SAMAL, DIST – ANGUL WITH ALL LABOURS, CONSUMABLES, TOOLS & TACKLES, INDUSTRIAL GASES, MACHINERY, EQUIPMENTS ETC. REQUIRED TO COMPLETE THE WORK AS PER DIRECTION OF ENGINEER-IN-CHARGE**

**(This quotation document contains 17 sheets including this cover page)**

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

## Particulars of Tender document issue

**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A GOVERNMENT OF ODISHA UNDERTAKING)**  
**MANJORE GATE WORKS PROJECT,**  
**CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 751010.**

Date of issue of tender document .....

Tender Call Notice No. OCC/MGWP/ **04** /2018-19 dated 22.01.2019

Issued in favour of:  
(Full name & address)

Telephone No. – Land line :

Mobile :

Vide money receipt No. :

Dated :

Issued by  
(Stamp and signature of issuing officer)

Cost of bid document  
(Non-refundable) =

₹ 10,000/- + CGST @ 6% ₹ 600/- + SGST @ 6%  
₹ 600/- = ₹ 11,200/- (Rupees eleven thousand two hundred) only by hand / ₹ 10,000/- + CGST @ 6% ₹ 600/- + SGST @ 6% ₹ 600/- = ₹ 11,200/- + Postal / Courier charges ₹ 100/- = ₹ 11,300/- (Rupees eleven thousand three hundred ) only by Registered Post / Speed Post / Courier

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

Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project

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

**MANJORE GATE WORKS PROJECT,  
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 751010.**

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**Tender Call Notice No. OCC/MGWP/ 04 /2018-19 dated 22.01.2019**

**Name of Work :** Expression of interest for erection, assembly, commissioning, testing, painting including fitting of rubber seals, socketed wire ropes etc. for 2 (Two) Nos. Barrage Bay radial gates of each size 20.000 Mtr. x 9.200 Mtr. in bay nos. 15 & 16 of Samal Barrage, Samal, Dist – Angul with all labours, consumables, tools & tackles, industrial gases, machinery, equipments etc. required to complete the work as per direction of Engineer-in-Charge

1. On behalf of M/s. Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.), OCCL, Manjore Gate Works Project, Central Workshop, Rasulgarh, Bhubaneswar-751010 invites sealed tenders in conformity with detail tender document from the reputed Erectors/Contractors Agencies etc. having past experience in successful execution of similar nature of works of similar magnitude for following work(s).

Sl. No.	Name of the work	Cost of bid document + CGST @ 6%+ SGST @ 6% (in ` )	Period of completion	Class of Erectors/ Agencies
1.	Expression of interest for erection, assembly, commissioning, testing, painting including fitting of rubber seals, socketed wire ropes etc. for 2 (Two) Nos. Barrage Bay radial gates of each size 20.000 Mtr. x 9.200 Mtr. in bay nos. 15 & 16 of Samal Barrage, Samal, Dist – Angul with all labours, consumables, tools & tackles, industrial gases, machinery, equipments etc. required to complete the work as per direction of Engineer-in-Charge	11,200/-	04 (Four) Calendar months	Successful execution of similar nature of works of similar magnitude.

- The tender document may be purchased from the office of the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Manjore Gate Works Project, Central Workshop, Rasulgarh, Bhubaneswar-751010 during office hours from **24.01.2019** to **25.02.2019** up to **1.00 PM** of **25.02.2019** on payment of non-refundable cost of tender document as indicated in the table above in shape of Cash / Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of “**Odisha Construction Corporation Ltd. - Project Account**”. Interested tenderer may obtain further information, if any, from the undersigned.
- The tender must be accompanied with Earnest Money Deposit (EMD) of ` **1,00,000.00** (Rupees one lakh) only in shape of A/C payee Demand Draft drawn on any Nationalised / Scheduled Bank payable at Bhubaneswar only in favour of. “**Odisha Construction Corporation Ltd. - Project Account**” and should be valid for **90** (Ninety) days from the date of opening of tenders.
- The tenderer shall have to furnish a Bank Guarantee(B.G.) amounting to ` **5,00,000.00** (Rupees five lakh) only drawn on any Nationalised / Scheduled Bank along with the tender document against any damage to the project property during erection, assembly, commissioning, testing, painting including fitting of rubber seals, socketed wire ropes etc. required to complete the work as per direction of Engineer- in-Charge at Samal Barrage, Samal, Dist – Angul
- A technical meeting will be held in Odisha Construction Corporation Ltd., Unit-8, Gopabandhu Nagar, Bhubaneswar-751012 on **08.02.2019**. Interested tenderer may participate in the meeting to appraise the technical committee with presentation regarding scope & methodology of work to be adopted to complete the tendered work. Tenderes are requested to send their willingness to our **E-mail : gmerection@yahoo.co.in** on or before **06.02.2019** for participation in the meeting.

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

6. The tender document may also be downloaded from O.C.C.Ltd., website [www.odishaconstruction.com](http://www.odishaconstruction.com) or from Govt. of Odisha website [www.odisha.gov.in](http://www.odisha.gov.in) and submitted along with non-refundable cost of tender document amounting to ` 11,200/- (Rupees eleven thousand two hundred) only inclusive of CGST @ 6% & SGST @ 6% in shape of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of "**Odisha Construction Corporation Ltd. - Project Account**" may be deposited along with the tender. The authority shall not be responsible for missing of any page during downloading.
7. The date of receipt and opening of bid documents may be extended before scheduled date of receipt & opening of tenders if required on exceptional circumstances only.
8. The tender must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Manjore Gate Works Project, Central Workshop, Rasulgarh, Bhubaneswar-751010 on or before **3.00 PM** on **25.02.2019** and will be opened on **25.02.2019** at **4.00 PM** in the presence of the tenders, who may like to be present. If there will be a public holiday on the last date of sale of bid document and receipt & opening of the tenders as specified above, the tender document will be sold and tender will be received & opened on the next working day at the same time and venue. The undersigned shall not be responsible for any kind of delay by postal authorities. Tenders received without EMD/insufficient EMD will be out rightly rejected and EMD of the unsuccessful tenderer will be released only after finalization of work.
9. Intending tenderers are required to furnish the following along with their tender.
  - (i) Earnest money deposit(EMD).
  - (ii) Copy of valid GST certificate.
  - (iii) Copy of valid labour license
  - (iv) Copy of valid registration certificate issued by Provident Fund Authority.
  - (v) Copy of valid ESI registration & Service Tax registration issued by competent authorities.
  - (vi) Copy of PAN card
  - (vii) Copy of document indicating residential address.
  - (viii) **Copies of documents on credentials and proofs in support of successful execution of similar nature of works of similar magnitude.**
  - (ix) Undertaking in prescribed format available in the bid document.
  - (x) Details of Earnest Money Deposit (EMD) in prescribed format available in the bid document.
  - (xi) Detailed planning of men, machinery and materials for executing the work tendered herein.
  - (xii) Complete tender document duly filled-in and signed on each page by the tenderer or his/their power of attorney holder with date, full name, designation and official seal. In case of power of attorney holder the copy of such delegation is to be enclosed with the bid documents.
  - (xiii) Detailed list and copies of documents of machineries owned by the tenderer.
10. The intending tenderer is to quote rates in enclosed price schedule format only.
- 11. The tenderer should furnish rate analysis for the work along with the tender.**
12. The successful tenderer shall have to execute the work as per scope of work, Methodology of work, & price schedule as per direction of Engineer-in-charge and terms & conditions of agreement.
- 13. The tenderer registered under NSIC/MSME for participation in tender / quotation are not entitled for exemption from payment of EMD / Security Deposit /Tender paper cost / quotation paper cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.**
14. Quantity may increase or decrease as per site condition & direction of Engineer-in-charge.
15. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
16. Any dispute arising out of this quotation or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or courts under the jurisdiction of Odisha High Court at Bhubaneswar only.

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

## EMD and Document Deposit Particulars

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

1. EMD amount ` \_\_\_\_\_ (Rupees \_\_\_\_\_) only  
vide A/C Payee D.D. / B.C./ Pay Order 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. Money receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by  
\_\_\_\_\_ for ` \_\_\_\_\_ (Rupees  
\_\_\_\_\_ ) only in support of  
purchase of quotation document.
6. Any other documents.

Full signature of "Tenderer"  
with date and seal

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

## Undertaking of Tenderer

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 "Tenderer" with date and seal.  
Present address for correspondence

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

## **SCOPE OF WORK**

Erection, assembly, commissioning, testing, painting including fitting of rubber seals, socketed wire ropes etc. for 2 (Two) Nos. Barrage Bay radial gates of each size 20.000 Mtr. x 9.200 Mtr. in bay nos. 15 & 16 of Samal Barrage, Samal, Dist – Angul with all labours, consumables, tools & tackles, industrial gases, machinery, equipments etc. required to complete the work as per direction of Engineer-in-Charge

**Intending tenderers may visit the site of work before deciding the method of erection and appraisal of the same to the committee.**

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

- i) OCCL shall supply electricity at one point to the successful tenderer at site of work.
- ii) OCCL shall supply all fabricated materials, rubber seals, socketed wire ropes, fastners to the successful tenderer at site of work.
- iii) OCCL shall supply welding electrodes, required paints & thinner to the successful tenderer at site of work.

**2. The scope of successful tenderer shall be as follows:**

- i) The tenderer shall provide all required technical / non-technical / skilled workmen for erection, assembly, commissioning, testing, painting including fitting of rubber seals, socketed wire ropes etc. for 2 (Two) Nos. Barrage Bay radial gates of each size 20.000 Mtr. x 9.200 Mtr. in bay nos. 15 & 16 of Samal Barrage, Samal, Dist – Angul.
- ii) The tenderer shall supply all consumables items like D/A gas, Oxygen gas, hand gloves, welding screens, cutting nozzles, grinding stones, electric cables, gas hose pipes, etc. required to complete the work
- iii) The tenderer should engage only qualified welders. All welding must be of radiographic/Ultrasonic quality.
- iv) The tenderer shall supply all machinery / equipments like, suitable crane for unloading, shifting of materials transported to the site of work, gas cutting set, grinding machine, gas regulators etc. required to complete the work.
- v) Tools & tackles required for the work like chain pulley block wrench machine, lifting & pulling machine, scaffolding etc. shall be supplied by the tenderer.
- vi) No accommodation shall be provided by OCC Ltd. The tenderer has to arrange his own accommodation.
- vii) 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 tenderer.
- viii) The tenderer shall arrange water / electricity / hutments for his workmen at site along with watch and ward of the materials, machinery at his own cost.
- ix) Electricity at one point shall be made available, however further requirements shall be arranged by the bidder.
- x) Due to plying of public, the duty hours as decided by the client shall be final and binding on the bidder. Accordingly the tenderer should deploy machinery, vehicles etc to avoid any accident.
- xi) Any other unforeseen items / requirements at site of work shall be supplied by the tenderer

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.

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

## **SITUATION OF WORK**

Samal Barrage is a acting barrage situated at Samal Township, Dist.- Angul, about 180 Km. distance from Bhubaneswar having 17 Nos. radial gates in barrage bays, 7 Nos. radial gates in under-sluice bays, 14 Nos. head regulator gates at left & right banks, 01 silt excluder gate, 04 sets(28 segments) stoplog gates for barrage bays, 01 set( 8 segment) stoplog for under-sluice bay, 01 gantry crane of 50 T capacity & 3 lifting beams.

Two (02) Nos. of radial gates of size 20.000 Mtr. x 9.200 Mtr & 70 MT(Approx.) each are to be erected in segment wise, assembled, tested, commissioned, painted including fitting of rubber seals, turn buckles, socketed wire ropes etc. in bay No. 15 & 16 of Samal Barrage, Samal,. Each radial gate to be erected comprises with skin plate, horizontal girders, end arms, guide rollers, bracings, turn buckles, socketed wire ropes, rubber seals etc. After erection, commissioning & testing, the gates are to be painted. Fitting of rubber seals and socketed wire ropes are to be done accordingly

Two sets of stoplogs have been inserted in barrage bay Nos. 15 & 16 of Samal Barrage. Water leakage through stoplog is in manageable level for execution of work.

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**



## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- (i) **“CORPORATION”** means **“ODISHA CONSTRUCTION CORPORATION LTD. (“OCCLtd.” in short)** with registered office at Unit-8, Gopabandhu Nagar, Bhubaneswar – 751012 (Odisha) represented through it’s Managing Director or any other officer as designated by the “Corporation” from time to time.
- (ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by the “Corporation” at work site for the work including the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Manjore Gate Works Project, Central Workshop, Rasulgarh, Bhubaneswar - 10 or their authorized person”
- (iii) **“TENDERER”** means the reputed Erectors/Contractors/ Agencies etc. having past experience in successful execution of similar nature of works of similar magnitude. having men, machineries, 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 “Tenderer” 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 & Bank Guarantee(BG) 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 Tenderer is to be indicated in Rupees (₹), which shall be valid for the full period of execution or till completion of work whichever is later. No escalation or price variation in whatsoever form shall be entertained. The rates quoted by the “Tenderer” should be firm for the entire period of execution.

The “Tenderer” shall quote the rates to complete the works as per specifications inclusive of all labour, handling, loading, unloading, lift, de-lift, taxes, duties, levies, incidental expenses etc. that will be applicable for the work to be executed by him. No claim in this regard in whatsoever form shall be entertained.

### 4. PAYMENT TERMS

- i) Payment shall be made as per drawings and as per actual measurements of quantities during execution of work as per direction of the Engineer – in–charge.
- ii) 80(Eighty)% payment shall be made only after completion of work at site against submission of bills by the “Tenderer” and verification by the “Engineer-in-Charge” & balance 20(Twenty)% payment shall be made after 60 (sixty) days of satisfactory performance of work after inspection by the committee.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm through out the agreement period.
- iv) The payment to the “Tenderer” shall be limited to the measurements taken. The “Tenderer” can not raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment.
- v) The Tenderer will bear the full cost of rectification or replacement of works required as per direction of “Client” or “Engineer-in-Charge”.

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

vi) Any penalty levied by "Client" on "OCCLtd." due to delay in work will be borne by the "Tenderer" in full, if the "Tenderer" is responsible for delay.

**5. 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 "Tenderer". The security will be released after 6(Six) months of completion of the work or settlement of final bill of the "Tenderer", 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. ADDITIONAL SECURITY DEPOSIT**

The "Engineer-in-Charge" may, if he feels it necessary can deduct and withhold from the bill of the "Tenderer" a sum not exceeding 10% and not less than 5% of the gross value of work done as additional security deposit for the rectification of defective and/or unsatisfactory work.

The additional Security Deposit shall be deducted in addition to normal security deposit. Such defects shall be rectified by the "Tenderer" within such period as the "Engineer-in-Charge" may fix-up and if the "Tenderer" fails to rectify the defects within the specified period, this shall be rectified by the "Engineer-in-Charge" at the cost and risk of the "Tenderer".

The expenses so incurred in the rectification of the defective works and/or unsatisfactory work done by the "Tenderer" shall be recovered from the bills or any other dues of the "Tenderer" or otherwise as per law. In this connection, the decision of the "Engineer-in-Charge" shall be final and binding on the "Tenderer". The additional security deposit shall be released in full, when the "Tenderer" rectifies the defects in time at his cost.

**7. WITH HELD AMOUNT FOR EPF AND ESI DUES**

2(Two) % shall be deducted and kept withheld from R.A. bills of the "Tenderer" towards EPF, FPF and ESI dues. If the "Tenderer" 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 "Tenderer".

**8. INCOME TAX/GST:**

Income tax at the prevailing rate from time to time will be deducted from each bill of the "Tenderer" and shall be deposited with Income Tax Authorities. GST applicable on services rendered thereof shall be released as per norms.

**9. RECORD OF MATERIALS.**

If any required materials supplied by the "Corporation" will be received by the "Tenderer" 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 "Tenderer".

The "Tenderer" 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 "Tenderer" @ 5(Five) times the issue rate of "OCCLtd." or market rate, whichever is higher.

**10. SCRAP MATERIALS**

The scrap materials generated during execution of work out of materials issued by "OCCLtd." shall be the property of the "Corporation". It is the responsibility of the "Tenderer" to collect and stack them at proper location/locations as per direction of the "Engineer-in-Charge". The "Tenderer" shall be responsible for return of the same. Balance has to be returned to the "Corporation". In case of non-return of the same, the cost as decided by the "Engineer-in-Charge" shall be recovered from the "Tenderer".

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

11. **ELECTRICITY**  
Electricity required for the work shall be arranged by the Tenderer at his own cost.
12. **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 "Tenderer".
13. **INDIAN STANDARDS AND SPECIFICATIONS**  
The work shall be carried with due diligence and in a workmanship like manner in accordance with relevant Bureau of Indian Standards, drawings and technical specifications supplied by "Corporation" in absence of which as per the direction of "Engineer-in-Charge".  
The "Tenderer" shall make arrangements to take copies of the approved methodology /scope/ drawings from the office of the "Engineer-in-Charge" for reference during execution of work.
14. **PAYMENT TO WORKMEN**  
The "Tenderer" should maintain job register and payment rolls of their workmen and get those checked by the "Engineer-in-Charge" or his authorized representative from time to time. The payment to the workers/ supervisory staff shall be made by the "Tenderer" in the presence of the owner and "Engineer-in-Charge" or his authorized representative. The paid pay roll register shall be signed by the "Engineer-in-Charge" or his authorized representative as a token of disbursement. The copies of paid pay roll shall be submitted to the "Engineer-in-Charge" within a period of 7(Seven) days from the date of payment failing which no further payment to the "Tenderer" shall be released.
15. **WORKMEN COMPENSATION**  
In case of any loss due to accident arising during/in connection with execution of the contract, the "Tenderer" will pay compensation to his workmen. The "Tenderer" 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 "Tenderer" fails to do so, the "Corporation" may pay the same and recover the same from the bills/ dues of the "Tenderer".
16. **INFORMATION OF WORKMEN**  
The "Tenderer" 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.
17. **STATUTORY REQUIREMENTS**  
The "Tenderer" 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 "Tenderer" with each Running Account Bill for payment.
18. **MINIMUM AGE OF WORKMEN**  
The "Tenderer" 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 "Tenderer" 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.
19. **LABOUR LICENCE**  
The "Tenderer" has to obtain valid labour license and maintain all records at his own cost as per the conditions laid down in the labour rules in vogue and amended from time to time.

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

Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project

**20. MINIMUM WAGE ACT**

The "Tenderer" 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 "Tenderer".

**21. NON-PAYMENT OF DUES OF LABOURERS**

If the "Tenderer" 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 "Tenderer".

**22. PROVIDENT FUND (PF)**

Employees Provident Fund., wherever applicable, shall be payable by the "Tenderer" 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".

**23. EMPLOYEES STATE INSURANCE SCHEME (ESI)**

The Employees State Insurance Scheme (ESI), wherever applicable, shall be payable by the "Tenderer" 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.

**24. WORKMEN INSURANCE**

The workmen insurance shall be the responsibility of the "Tenderer". He shall produce the records in support of workmen insurance to the "Engineer-in-Charge" for check and record.

**25. HUTMENTS/TEMPORARY ACCOMMODATION**

The "Tenderer" has to arrange hutments/temporary accommodation for his own labourers / workmen at the work site at his own cost.

**26. IDLE LABOUR**

"OCCLtd." will not be held responsible for idle labourers of the "Tenderer" for any reason, whatsoever and no claim on this account will be entertained.

**27. WORKING IN SHIFTS**

If necessary, the "Tenderer" 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 "Tenderer".

**28. CLAIMS AND LIABILITIES**

All claims/liabilities etc. arising out of Explosives act and labour laws shall be borne by the "Tenderer" and he shall keep the "Corporation" indemnified against them and also in case of injuries or death of labourer(s)

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

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

**29. SAFETY**

The "Job-Worker" should abide by the safety laws and rules of statutory bodies, "Corporation" and owner as per directions of "Engineer-in-Charge" and Safety Officers inspecting from time to time. All safety materials required for the workmen at site will be supplied by the Tenderer at his cost.

**30. WATCH AND WARD**

The "Tenderer" 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 of his own at his own cost.

**31. AUTHORISED PERSON**

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

**32. SPLITTING UP OF WORK**

No splitting up work shall be made and there may be increase or decrease in the quantity of work mentioned in the Tender document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actual.

**33. BREACH OF CONTRACT**

The ISD including EMD, SD and additional SD are liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the "Corporation" including due of labourers/workmen and other statutory payable liabilities payable by the "Corporation" as principal employer shall be cleared by the "Tenderer". The decision of the "Engineer-in-Charge" in this regard shall be final and binding on the "Tenderer". The amount remaining as outstanding against the "Tenderer" 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 "Tenderer" from works done by his under any other organization or from his properties.

**34. TERMINATION OF CONTRACT**

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

**35. RESPONSIBILITY OF JOB-WORKER**

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

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**36. PROGRESS OF WORK AND PENALTY**

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

<b>Sl. No.</b>	<b>Failure percentage(%)</b>	<b>Penalty percentage(%)</b>
(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 demobilize with penalty equivalent to 10(Ten)% of value of defaulted quantity. The “Engineer-in-Charge” will off-load the work and get the work done through any other agency or of its own at the risk and cost of the “Tenderer”. No claim will be allowed to the “Tenderer” in this regard.

**37. REJECTION DUE TO BAD WORKMANSHIP**

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

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

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

**39. QUALITY ASSURANCE AND QUALITY CONTROL**

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

**40. SITE VISIT**

The “Tenderer”, 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.

**41. DEVIATION OF PROVISIONS IN AGREEMENT**

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

**42. RIGHT OF THE “CORPORATION”**

The “Corporation” reserves the right to cancel a particular Tender call or all Tender calls without assigning any reason thereof. The offer of any Tenderer or all may be cancelled without assigning any reason thereof. **The requirements shown in Tender Call Notice are only indicative and may vary.**

**43. SUB-LETTING**

The work under any agreement shall not be assigned or sublet to any body by the “Job Worker”. If the “Tenderer” 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 “Tenderer”. No claim will be allowed to the “Job-Worker” in this regard. “OCCL” reserves the right to have access also to units of the “Tenderer” to verify, if works are actually executed by him.

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**44. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES**

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

**45. FORCE MAJEURE**

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

**46. JURISDICTION**

For all liabilities created under the various contractual obligations/impositions under this agreement, the “Tenderer” 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 “Tenderer” 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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**Signature of Tenderer or his/their  
power of attorney holder with date, full  
name, designation and official seal**

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**

**OFFICE OF THE SENIOR MANAGER (MECH.)  
ODISHA CONSTRUCTION CORPORATION LTD.  
(A GOVT. OF ODISHA UNDERTAKING)  
MANJORE GATE WORKS PROJECT,  
Central Workshop, Rasulgarh, Bhubaneswar – 751010**

To be furnished in original

**Name of the Work** – “Expression of interest for erection, assembly, commissioning, testing, painting including fitting of rubber seals, socketed wire ropes etc. for 2 (Two) Nos. Barrage Bay radial gates of each size 20.000 Mtr. x 9.200 Mtr. in bay nos. 15 & 16 of Samal Barrage, Samal, Dist – Angul with all labours, consumables, tools & tackles, industrial gases, machinery, equipments etc. required to complete the work as per direction of Engineer-in-Charge. **Vide Tender Call Notice No. OCC / MGWP / 04 / 2018-19 dated 22.01.2019**

Sl. No.	Description of work	Unit	Qty.	Rate per unit			Total amount for full quantity	
				In figure in `	In words	GST as applicable in % & in `	In figure in `	In words
1	2	3	4	5	6	7	8	9
1	Erection, assembly, commissioning, testing including fitting of rubber seals, socketed wire ropes etc. for 2 (Two) Nos. Barrage Bay radial gates of each size 20.000 Mtr. x 9.200 Mtr. in bay nos. 15 & 16 of Samal Barrage, Samal, Dist – Angul with all labours, consumables, tools & tackles, industrial gases, machinery, equipments etc. required to complete the work as per direction of Engineer-in-Charge	MT	140 (Approx)					

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

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OCCL, Manjore Gate Works Project**



2	<p>Prior to <b>painting</b> surface of gates &amp; its components should be cleaned to bare metal without any residual in any form. The surface to be painted should be blast cleaning performed with sand/grit/shot 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 <math>70 \pm 5</math> microns followed by two coats of solvent less coaltar epoxy paint applied at an interval of 24 hours. Each coat should give a minimum dry film thickness of <math>150 \pm 5</math> microns. The total dry film thickness of all the coats including primer coating should not less than 350 microns as per IS: 14177:1994 (For 2 sets of radial gates at barrage bay No.15 &amp; 16).</p>	Sqr. Mtr	1600					
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**Signature of Tenderer or his/their  
power of attorney holder with date, full  
name. designation and official seal**

**Senior Manager (Mech.),  
OCCL, Manjore Gate Works Project**