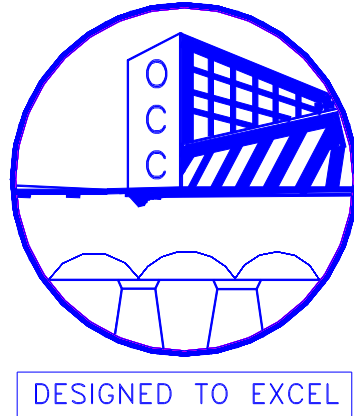


ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
CENTRAL WORKSHOP
RASULGARH
BHUBANESWAR – 751010 (ODISHA)



TENDEER DOCUMENT

TCN No. OCC/CWS/PROC/PBP-07(V-I)/20/20-21 dated. 21.08.2020

Name of work :

**“LABOUR CHARGES FOR FIXING OF 20MM Φ & 25MM Φ ANCHOR BOLTS BY DRILLING HOLES
AND CHEMICAL GROUTING AT PRACHI BARRAGE PROJECT”**

(This tender document contains 13 (Thirteen) 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.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

Particulars of tender document issue

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
CENTRAL WORKSHOP RASULGARH
BHUBANESWAR – 751010 (ODISHA)

Date of issue of tender document

Tender call notice No. OCC/CWS/PROC/PBP-07(V-I)/ 20/ 20-21 Dated. 21 .08.2020

Issued in favour of :
(Full name & address)

Telephone No. – Land line :

Mobile :

Enlistment No. of Job-Worker :

Vide money receipt No. :

Dated:

Issued by
(Stamp and signature of issuing officer)

*Cost of tender paper (Non-refundable) = Rs. 2000/- + GST @ 12% Rs.240/- = Rs.2240/-
(Rupees two thousand two hundred forty) only by hand/
Postal / Courier charges Rs. 100/- = Rs. 2340/- (Rupees
two thousand three hundred forty) 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.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
CENTRAL WORKSHOP, RASULGARH,
BHUBANESWAR – 751010 (ODISHA)

Tender call notice No. **OCC/CWS/PROC/PBP-07(V-I)/ 20/20-21 Dated. 21.08.2020**

Name of work : **“LABOUR CHARGES FOR FIXING OF 20MM Φ & 25MM Φ ANCHOR BOLTS BY DRILLING HOLES AND CHEMICAL GROUTING AT PRACHI BARRAGE PROJECT”**

1. On behalf of M/s Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.)-I, Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) invites sealed tenders from the enlisted job-workers of “OCCL” for the following works.

| Sl. No. | Name of the work | Cost of document + GST @ 12% in Rs. | Period of completion. | Class of job-worker |
|---------|---|-------------------------------------|-----------------------|---------------------|
| 1 | LABOUR CHARGES FOR FIXING OF 20MM Φ & 25MM Φ ANCHOR BOLTS BY DRILLING HOLES AND CHEMICAL GROUTING AT PRACHI BARRAGE PROJECT | 2240/- | 01 (One) Month | M-IV & above |

2. The tender document may be purchased from the office of the Senior Manager (Mech.)-I, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar-751010 during office hours from **21.08.2020 to 02.09.2020** (up to 1.00 PM of **02.09.2020**) 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 M/s Odisha Construction Corporation Ltd. Interested tenderers may obtain further information, if any, from the undersigned.
3. The tenders must be accompanied with Earnest Money Deposit @ 1% of total quoted value in any one of the forms specified in the tender document drawn on any Nationalised / Scheduled Bank payable at Bhubaneswar only in favour of M/s. Odisha Construction Corporation Ltd. project account, and should be valid for 90(Ninety) days from the date of opening of tenders.
4. The tender document may be downloaded from OCCL website www.odishaconstruction.com and non-refundable cost of tender document amounting to Rs. **2240/-** (Rupees two thousand two hundred forty) only inclusive of GST @ 12% in shape of Account Payee Demand Draft drawn on any nationalized/scheduled bank payable at Bhubaneswar only in favour of M/s Odisha Construction Corporation Ltd. project account may be deposited along with the tender.
5. The tenderers must be submitted to the Senior Manager(Mech.)-I, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) on or before **3.30 PM on 02.09.2020** and will be opened on **02.09.2020 at 4.00 PM** in the presence of the tenderers, who may like to be present. If there will be a public holiday on the last date of sale of tender document and receipt & opening of the tenders as specified above, the tender document will be sold and tenders will be received & opened on the next working day at the same time and venue.
6. Intending tenderers are required to furnish the following along with their tenders.
- (i) Earnest money deposit
- (ii) Cost of tender document duly signed & stamped on each page
- (iii) Copy of up-to-date valid GST certificate.

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

- (iv) Copy of valid labour license
 - (v) Copy of valid registration certificate with Provident Fund Authority.
 - (vi) Copy of valid ESI registration & GST registration certificate issued by competent authorities.
 - (vii) Copy of PAN card
 - (viii) Copy of document indicating residential address
 - (ix) Copies of documents on credentials and proofs in support of successful execution of works of similar nature and magnitude earlier.
 - (x) Undertaking to mobilize workmen at site of work within 03(Three) days from the date of issue of work order/letter of intent by "OCCL"
 - (xi) Undertaking in prescribed format available in the tender document.
 - (xii) Details of Earnest Money Deposit (EMD) in prescribed format available in the tender document.
 - (xiii) Copy of valid enlistment certificate as job-worker in M-IV grade and above issued by "OCCL"
 - (xiv) Detailed planning of men, machinery and materials for executing the work tendered herein.
 - (xv) 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.
7. The intending bidder is to quote rates in enclosed blank price schedule format.
8. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement.
9. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
10. Any dispute arising out of this tender or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or courts under the jurisdiction of Odisha High Court at Bhubaneswar only.

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

EMD and document deposit particulars

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

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

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

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

Undertaking of Job-Worker

I / We Shri

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

S/o Sri _____, Permanent resident of

Vill./Street - _____, P.O. - _____, P.S.-

Via - _____, Dist. - _____

State - _____, PIN - _____

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

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

SCOPE OF WORKS

The scope of OCCL shall be as follows:

- i) OCCL shall provide anchor bolts / nuts and washers to the successful bidder at Central Workshop, Rasulgarh, Bhubaneswar.

The scope of Job-Worker shall be as follows:

- i) The Job-Worker will provide all required technical / non-technical / skilled workmen along with grouting chemicals and instruments for execution of the work & unloading, shifting of materials, fabricated jobs transported by the successful bidder to the work sites / nearby accessible area and onward shifting to the sites of work.
- ii) He will provide scaffolding & safety materials for execution of works.
- iii) He will transport all supplied items of OCCL from Central Workshop, Rasulgarh, Bhubaneswar to sites of work at his own cost.
- iv) He has to provide all required tools & tackles, consumables for the work at site at his own cost.
- v) Besides labour & supervisory staff, all other materials and machineries shall be provided by him at his own cost.
- vi) The items listed above are only indicative there may be deletion / addition in the items as per necessity at site. He shall execute the items as per drawings, technical specification & direction of Engineer-in-charge.
- vii) He will provide D.G. set in running condition with POL and operator at erection site, if required for welding & other activities etc.
- viii) He has to provide crane, welding machine, gas cutting sets with accessories, demolition hammer for dismantling of concrete if required, all required tools and tackles, all consumables like electrodes, gases etc. for erection of above items at site at his own cost.
- ix) All materials including chemicals, paints, electrodes etc. are to be approved and accepted by Engineer-in-Charge.

Decision of the Engineer-in-Charge regarding scope of work of the Job-Worker shall be final and bindings on him. The Job-Worker will execute the items in the 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.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:**

- i) "CORPORATION" means "ODISHA CONSTRUCTION CORPORATION LTD, ("OCCL" in short)" with registered office at Unit-VIII, 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.) / Manager (Mech.) / Asst. Manager (Mech./Elect.), "OCCL".
- iii) "JOB-WORKER" means the person / firm / organization having relevant experience with subsequent technical person, machinery, materials etc. have been awarded by OCCL to execute the work satisfactorily as per scope indicated herein within stipulated period.

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. **CONDITIONS FOR EXECUTION OF WORK.**

The tenderer shall quote their rates for the work to be executed at Prachi Barrage Project site inclusive of GST, transportation, transit insurance etc.

4. **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 "Job-worker" should be firm for the entire period of execution.

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

5. **PAYMENT TERMS:**

- i) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- ii) The payment to the "Job-worker" shall be limited to the measurements taken and accepted by the client. The "Job-worker" cannot raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment.
- iii) The Job-worker 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.) – I,
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6. **INCOME TAX, 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. 12% GST on works contract shall be levied from the bills of "Job-worker".

7. **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.

8. **MEASUREMENT OF WORK:**

The quantity of work executed shall be measured and payment shall be made 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".

9. **PAYMENT TO WORKMEN:**

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

10. **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".

11. **INFORMATION OF WORKMEN:**

The "Job-worker" will make his own arrangements 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.

12. **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, etc. A certificate to this effect shall be enclosed by the "Job-worker" with each Running Account Bill for payment.

13. **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.

Signature of tenderer or his/their power
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Senior Manager(Mech.) – I,
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14 **LABOUR LICENCE:**

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

15 **MINIMUM WAGES ACT:**

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

16 **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. Further the materials supplied and work executed shall be fully insured by the "Job worker" under compressive insurance policy covering all risk against loss or damaged incidental manufacturing, acquisition, transportation, storage execution and till acceptance / handing over of the completed work.

17 **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.

18 **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.

19 **SAFETY:**

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

20 **WATCH AND WARD:**

The "Job-worker" shall arrange watch and ward and safety of the site his materials, vehicles, equipments, etc. at his own cost. No accommodation will be provided by OCCL. The Job worker has to arrange accommodation for their working staff during execution of work as well as proper shed for storage of materials with safety precautions.

Signature of tenderer or his/their power
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Senior Manager(Mech.) – I,
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21 **AUTHORISED PERSON:**

The “Job-worker” may in writing authorize 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 authorized person of the “Job-worker” by way of loss of materials drawn, amenities availed, unpaid wages created etc. shall be considered as the liabilities of the Job worker and such liabilities shall be made good by the “Job-worker” or it shall be recovered from the bill/payment due to him.

22 **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.

23 **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) %.

24 **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.

25 **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 exparte measurements, if the “Job-worker” does not co-operate in taking final measurements after termination of contract.

26 **SITE VISIT:**

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

27 **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 quantity shown in any tender call notice are only indicative and may vary.

Signature of tenderer or his/their power
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Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
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28 **FORCE MEASURE:**

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

29 **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.

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

**ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVT. OF ODISHA UNDERTAKING)
CENTRAL WORKSHOP, RASULGARH,
BHUBANESWAR-751010 (ODISHA)**

**Price schedule for the work: "LABOUR CHARGES FOR FIXING OF 20MM Φ & 25MM Φ ANCHOR BOLTS BY DRILLING HOLES AND
CHEMICAL GROUTING AT PRACHI BARRAGE PROJECT" VIDE TCN NO. OCC/CWS/PROC/PBP-07(V-I)/ 20 /20-21
DATED 21.08.2020, DUE ON 02.09.2020**

| Sl. No. | Description of work | Unit | Total Qty | GST as applicable | Rate (in Rs.) | | Total amount (in Rs.) | |
|---------|---|------|-----------|-------------------|---------------|----------|-----------------------|----------|
| | | | | | In figure | In words | In figure | In words |
| 1 | Drilling of holes 25mm, 590 mm long for fixing of 20mm anchor bolt by way of grouting chemicals of reputed brand including all labour, tools tackle machineries & grouting materials etc. | No. | 72 | | | | | |
| 2 | Drilling of holes 30mm, 590 mm long for fixing of 25mm anchor bolt by way of grouting chemicals of reputed brand including all labour, tools tackle machineries & grouting materials etc. | No. | 96 | | | | | |

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**