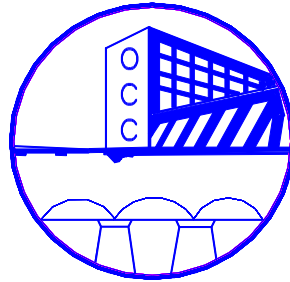


ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
MAHANADI & BIRUPA BARRAGE GATE WORKS PROJECT,
CENTRAL WORKSHOP, RASULGARGH, BHUBANESWAR



TENDER DOCUMENT

Tender Call Notice No. OCC/MBBP/05/2021-22 Dated 27.09.2021

Name of work:

“ERECTION & PAINTING OF END REDUCTION GEAR BOX AND CENTRAL DRIVE COVER FOR UNDER-SLUICE AND SPILLWAY OF MAHANADI & BIRUPA BARRAGE GATES BY SUITABLE MEANS USING MAN AND MACHINERY AS PER SITE REQUIREMENT & DIRECTION OF ENGINEER-IN-CHARGE.”

(This Tender document contains 15 sheets including this cover page)

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

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

**OFFICE OF THE SENIOR MANAGER (MECH.)
ODISHA CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)
Mahanadi & Birupa Barrage Gate Works Project,
CENTRAL WORKSHOP,RASULGARGH**

Tender Call Notice No. OCC/MBBP/ 05/2021-22 dated. 27.09.2021

Name of the Work: - "ERECTION & PAINTING OF END REDUCTION GEAR BOX AND CENTRAL DRIVE COVER FOR UNDER-SLUICE AND SPILLWAY OF MAHANADI & BIRUPA BARRAGE GATES BY SUITABLE MEANS USING MAN AND MACHINERY AS PER SITE REQUIREMENT & DIRECTION OF ENGINEER-IN-CHARGE."

1. On behalf of M/s. Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), OCCL, Mahanadi & Birupa Barrage Gate Works Project, Central Workshop, Rasulgrh, Bhubaneswar invites sealed tender from the enlisted Job-Workers of "OCCL" in M- IV grade and above for the following work(s).If not enlisted ,agency is to get enlisted in OCC Ltd. M-IV grade and above class of contractor mandatory before opening of the tender.

Sl. No.	Name of the work	Cost of document + CGST @ 9%+ SGST @ 9% (in Rs.)	Period of completion	Class of Job-Worker
1.	"ERECTION & PAINTING OF END REDUCTION GEAR BOX AND CENTRAL DRIVE COVER FOR UNDER-SLUICE AND SPILLWAY OF MAHANADI & BIRUPA BARRAGE GATES BY SUITABLE MEANS USING MAN AND MACHINERY AS PER SITE REQUIREMENT & DIRECTION OF ENGINEER-IN-CHARGE."	2,360/-	30 (Thirty) days	M - IV grade and above, If not enlisted, agency is to get enlisted in OCC Ltd. M-IV grade and above class of contractor mandatory before opening of the tender.

2. The Tender document may be downloaded from O.C.C.Ltd., website www.odishaconstruction.com or from Govt. of Odisha website www.tendersodisha.gov.in and submitted along with non-refundable cost of tender document amounting to Rs.2,360/- (Rupees Two thousand Three hundred sixty) only inclusive of CGST @ 9% & SGST @ 9% in shape of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of **Odisha Construction Corporation Ltd. - Project Account** may be deposited along with the tender. The authority shall not be responsible for missing of any page during downloading.
3. The tender must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Mahanadi & Birupa Barrage Gate Works Project, **Central Store & Machinery Project, Unit-VIII, Gopabandhu Nagar,Bhubaneswar** on or before **3.00PM** on 05.10.2021 and will be opened on 05.10.2021 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 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. The tenderer will give an undertaking that incase he is awarded the work but fails to execute the work, will be debarred in participating in tendering for further 2 years.

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

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

4. Intending Job-Workers are required to furnish the following along with their tender.
 - i. Undertaking for execution of work as stated above
 - ii. Copy of valid GST certificate
 - iii. Copy of valid registration certificate issued by provident Fund Authority
 - iv. Copy of valid ESI registration & Service tax registration issued by competent authorities
 - v. Copy of Pan Card
 - vi. Copy of document indicating residential address
 - vii. Undertaking in prescribed format available in the tender document.
 - viii. Annexure-I in place of EMD and tender cost in prescribed format available in the tender document.
 - ix. Copy of valid enlistment certificate of Job-worker issued by "OCC Ltd".
 - x. Detail planning of men machinery & materials for executing the work tendered here in.
 - xi. 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, & Official Seal. In case of power of Attorney holder the copy of such delegation is to be enclosed with the tender document.
5. The Job-Worker may visit Central Workshop, Rasulgarh to ascertain the size & weight of the cover before quoting the rates.
6. The intending Job-Worker is to quote rates in enclosed price schedule format only.
7. 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 J/w (successful Bidder) has to submit work schedule for approval before drawal of Agreement.
8. Quantity may increase or decrease as per requirement during execution of work at site as per direction of Engineer-in-charge.
9. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
10. **The Job-Worker registered under NSIC/MSME for participation in tender are not entitled for exemption from payment of Security Deposit /Tender paper cost / tender paper cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.**
11. The validity of offer should be for a period of **90** (Ninety) days from the date of opening. OCC Ltd. may ask for further extension of validity if required without any price rise.

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

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

Tender Paper Cost and Document Deposit Particulars

DETAILS OF TENDER PAPER COST AND DOCUMENTS SUBMITTED ALONG WITH TENDER

1. Tender Paper cost amounting
₹ _____ (Rupees _____) only vide reference
of Demand Draft in any nationalized bank / _____
Dated _____ issued by _____ Bank,
_____ Branch _____.
2. GST Registration Certificate
3. P.A.N. card
4. Names of relations in O.C.C. Ltd..
5. Any other documents.

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

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

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

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

SCOPE OF WORK

Name of the work:

“ERECTION & PAINTING OF END REDUCTION GEAR BOX AND CENTRAL DRIVE COVER FOR UNDER-SLUICE AND SPILLWAY OF MAHANADI & BIRUPA BARRAGE GATES BY SUITABLE MEANS USING MAN AND MACHINERY AS PER SITE REQUIREMENT & DIRECTION OF ENGINEER-IN-CHARGE.”

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

1. The scope of OCCL shall be as under.

OCCL shall supervise, inspect & monitor the work at sites for quality and specification as per terms & conditions specified in the tender documents.

- (i) OCCL shall supply fabricated items, bought out materials required for the job as per approved drawings at site of work.

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

- i) The Job-Worker shall supply consumables items like welding electrodes of reputed brand of IS: 7016 / IS: 7018, D/A gas, oxygen gas etc. required for the job at site of work, to be verified & allowed by the Senior Manager (Mech.).
- ii) He Job-worker shall supply paint of reputed brand(Like BERGER / ASIAN / SHALIMAR/JOTUN) and good quality conforming to IS: 14177:1994 with all the painting accessories. The application of paint must also conform to the above IS code i.e. IS: 14177:1994 to be verified & allowed by the Senior Manager (Mech.) before utilization at site.
- iii) The Job-Worker will supply all machinery/equipments like, welding machine, gas cutting set etc. required to complete the work.
- iv) If required, the Job-Worker shall provide a suitable crane for all the erection work.
- v) Tools & tackles required for the job like chain pulley block, winch, lifting & pulling machine, scaffolding etc. of suitable capacity shall be supplied by the job-worker.
- vi) No accommodation shall be provided by OCC Ltd. The Job-worker shall arrange his own accommodation for workmen.
- 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 Job-worker.
- viii) The Job-Worker shall arrange drinking water / hutments for his workmen at site along with sufficient watch and ward of the materials/ machinery of OCCL.
- ix) Electricity, Power cables and accessories will be arranged by the Job worker from the available nearest Transformer required for completion of the work at his own cost. In case of non availability of electricity the Job-worker has to arrange DG set with operator & POL to complete the work at his own cost.
- x) Watch & ward of vehicles, and machinery of OCC Ltd. as well as of his own shall be the sole Responsibility of the job-worker.
- xi) Any other unforeseen items / requirements at site of work shall be supplied by the Job-worker.
- xii) Any minor defect / rectification in the fabricated materials shall be rectified by the Job-Worker for proper covering of rope drum & Gear box.

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

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

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**Senior Manager (Mech.), OCCL
Mahanadi & Birupa Barrage 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., Mahanadi & Birupa Barrage Gate Works Project, Jobra, Cuttack or their authorized person”
- (iii) **“JOB-WORKER/SUCCESSFUL TENDERER”** means the enlisted person / firm / organization having men, machineries, materials etc. to execute the work satisfactorily as per scope indicated here in within stipulated period.
- (iv) **“CLIENT”** means the State Govt. or Central Govt. organization or any individual from whom “OCCL” has received the work for execution.

2. AGREEMENT

The “Job-Worker / the successful bidder” shall enter into an agreement with the “Engineer-in- Charge” in the format on requisite value of stamp paper prescribed for the purpose by the “Corporation” within a stipulated period to be specified by the “Engineer-in-Charge” failing which the work may be awarded in favour of some other agency at the discretion of the “Corporation” and the Job-Worker will be suspended from being eligible for bidding / award of all future contract of OCCL /Govt. of Odisha for a period of three years from the date of committing such breach.

3. RATE

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

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

4. PAYMENT TERMS

- i) Payment shall be made as per drawings and as per actual measurements of quantities during execution of work as per direction of the Engineer – in-charge.
- ii) 90 (Ninety)% payment shall be made only after completion of work at site against submission of bills by the “Job-worker” and verification by the “Engineer-in-Charge” & balance 10 (Ten)% payment shall be made after 30 (Thirty) days of satisfactory performance of work after inspection & satisfaction of clients.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- iv) The payment to the “Job-Worker” shall be limited to the measurements taken. The “Job-Worker” can not raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment.
- v) The Job-worker will bear the full cost of rectification or replacement of works required as per direction of “Client” or “Engineer-in-Charge”.
- vi) Any penalty levied by “Client” on “OCCLtd.” due to delay in work will be borne by the “Job-Worker” in full, if the “Job-Worker” is responsible for delay.

5. PERFORMANCE SECURITY

The performance security at the rate of 03 (Three) % shall be deducted on the gross amount of each bill of the "Contractor". The performance security will be released after 06 (Six) months of satisfactory completion of the work or settlement of final bill of the "Contractor", whichever is later, if no defect in the work is noticed and material account as well as all disputes including compliance of labour rules, ESI rules etc are settled.

6. WITH HELD AMOUNT FOR EPF,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".

7. INCOME TAX:

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. GST applicable on purchased items and services rendered there of shall be released as per norms.

8. RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.

a) The "Job-Worker" shall be responsible for maintaining the data and complete records of issue and consumption of materials and consumables as well as record of plants, machinery, equipments, tools, tackles etc. issued to him by the owner and "Corporation". The materials, plants, machinery, equipments , tools, tackles etc. shall be issued as per requirement and availability only.

If any required materials supplied by the "Corporation" will be received by the "Job-Worker" from the "Corporation" store on submission of indent by the "Engineer- in-Charge". Transportation of materials to site of work and storage at site are the responsibility of the "Job- Worker".

The "Job-Worker" will keep an accurate record of "Corporation" materials and furnish the consumption statement of such materials. The surplus materials, if any, are to be returned to the "Corporation" store at his cost failing which, the cost of excess materials will be recovered from the dues of the "Job-Worker" @ 5(Five) times the issue rate of "OCCLtd." or market rate, whichever is higher.

b) The materials , if and when supplied by the "Job-Worker" , shall be of the best and suitable quality as per stipulated technical specifications and subject to approval of "Engineer-In-Charge" / "Client" , whose decisions, as regards of the quality of materials, shall be final.

9. 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 "Job-Worker" to collect and stack them at proper location/locations as per direction of the "Engineer-in-Charge". The "Job-Worker" shall be responsible for return of the same. Balance has to be returned to the "Corporation". In case of non-return of the same, the cost as decided by the "Engineer-in-Charge" shall be recovered from the "Job-Worker".

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

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

10. ELECTRICITY

Arrangement of power for execution of work is the responsibility of the Job-worker. Electricity, Power cables and accessories will be arranged by the Job worker from the available nearest Transformer required for completion of the work at his own cost. In case of non availability of electricity the Job-worker has to arrange DG set with operator & POL to complete the work at his own cost.

11. MEASUREMENT OF WORK

The quantity of work executed shall be measured and payment made once in a month or on completion of work or on termination of the agreement, when final measurement will be made and account will be adjusted accordingly. The decision of the "Engineer-in-Charge" regarding the rates, progress, measurement and quality of the work shall be final and binding on the "Job-Worker".

12. INDIAN STANDARDS AND SPECIFICATIONS

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

The "Job-Worker" shall make arrangements to take copies of the approved drawings from the office of the "Engineer-in-Charge" for reference during execution of work.

13. PAYMENT TO WORKMEN

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

14. WORKMEN COMPENSATION

In case of any loss due to accident arising during/in connection with execution of the contract, the "Job-Worker" will pay compensation to his workmen. The "Job-Worker" will be fully responsible for his workmen as per workmen's compensation act and labour laws in force during entire period of execution of contract. In case, the "Job-Worker" fails to do so, the "Corporation" may pay the same and recover the same from the bills/ dues of the "Job-Worker".

15. INFORMATION OF WORKMEN

The "Job-Worker" will make his own arrangements for procurement of labour and shall furnish all information of workmen employed by him like name, father's name, full permanent address, sex and age to the "Engineer-in-Charge" along with the pay.

16. STATUTORY REQUIREMENTS

The "Job-Worker" shall comply all statutory requirements applicable at site of work such as minimum wage act, labour act, factory act, workmen's compensation act, provident fund rules, employee's state insurance rules etc. A certificate to this effect shall be enclosed by the "Job-Worker" with each Running Account Bill for payment.

17. MINIMUM AGE OF WORKMEN

The "Job-Worker" shall not employ any person, who is below the age of 18(Eighteen) years or unfit for the tendered items. The "Engineer-in-Charge" shall have right to decide, whether any labour employed by the "Job-Worker" is below the age of 18(Eighteen) years or unfit and refuse to allow any labour, whom he decides to be below the age of 18 years or unfit for any other reason.

18. LABOUR LICENCE

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

19. MINIMUM WAGE ACT

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

20. NON-PAYMENT OF DUES OF LABOURERS

If the "Job-Worker" fails to pay the dues of labourers engaged by him for this work in time, the same shall be paid by the "Engineer-in-Charge" directly to the deserving workers. The expenditure so incurred on account of non-payment or less payment shall be recovered from the bills or any other dues of the "Job-Worker".

21. 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".

22. EMPLOYEES STATE INSURANCE SCHEME (ESI)

The Employees State Insurance Scheme (ESI), wherever applicable, shall be payable by the "Job-Worker" as per the E.S.I. Rules in force and shall keep the "Corporation" indemnified for it. He shall produce the records in support of payment of ESI dues to the "Engineer-in-Charge" for check and record.

23. WORKMEN INSURANCE

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

24. HUTMENTS/TEMPORARY ACCOMMODATION

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

25. IDLE LABOUR

"OCC Ltd." will not be held responsible for idle labours of the "Job-Worker" for any reason, whatsoever and no claim on this account will be entertained.

26. WORKING IN SHIFTS

If necessary, the "Job-Worker" may be asked to work in two (2) or 3(three) shifts. Normally, the work shall be executed in shifts. The "Job-Worker" may, if required, have to engage the workmen on overtime to complete the work in scheduled time. The overtime cost shall be borne by the "Job-Worker".

27. CLAIMS AND LIABILITIES

All claims/liabilities etc. arising out of Explosives act and labour laws shall be borne by the "Job-Worker" and he shall keep the "Corporation" indemnified against them and also in case of injuries or death of labourer (s) resulting from accidents during the execution of the work .In that case the "Corporation" will have to pay for any such claims under workmens 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.

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

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

28. SAFETY

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

29. WATCH AND WARD

The “Job-Worker” shall arrange sufficient watch and ward for safety of the site of work, constructed structures, machinery, vehicles, equipments, tools, tackles, consumables, steel materials etc. of the “Corporation” and of his own at his own cost. Any loss or damage to the corporation properties at the site of work will be recovered from the job-worker. The Job-worker must furnish a record of men engaged for watch & ward to the Engineer-in-charge at site for proper supervision.

30. AUTHORISED PERSON

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

31. SPLITTING UP OF WORK

The authority reserves the right to split up the work amongst various “Job-Workers” and increase or decrease in the quantity of work mentioned in the Tender document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actual.

32. BREACH OF CONTRACT

The performance security is liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the “Corporation” including due of labourers/workmen and other statutory payable liabilities payable by the “Corporation” as principal employer shall be cleared by the “Job-Worker”. The decision of the “Engineer-in-Charge” in this regard shall be final and binding on the “Job-Worker”. The amount remaining as outstanding against the “Job-Worker” after adjustment of his dues shall be payable by him to “OCCL”. If necessary, legal action may be taken for recovery of the dues of the “Corporation” including labour and statutory dues to be cleared by the “Corporation” as principal employer and “OCCL” reserves the right to recover the payable amount from the “Job-Worker” from works done by his under any other organization or from his properties.

33. TERMINATION OF CONTRACT

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

34. RESPONSIBILITY OF JOB-WORKER

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

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

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

35. PROGRESS OF WORK AND PENALTY

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

Sl. No.	Failure percentage(%)	Penalty percentage(%)
(i)	Less than 10(Ten)%	1(One)% of value of defaulted quantity
(ii)	Above10(Ten)% and up to 20(Twenty)%	2(Two)% of value of defaulted quantity
(iii)	Above 20(Twenty)% and up to 30(Thirty)%	5(Five)% of value of defaulted quantity
(iv)	Above 30(Thirty)%	To be asked to demobilize with penalty equivalent to 10(Ten)% of value of defaulted quantity. The “Engineer-in-Charge” will off-load the work and get the work done through any other agency or of its own at the risk and cost of the “Job-Worker”. No claim will be allowed to the “Job-Worker” in this regard.

36. REJECTION DUE TO BAD WORKMANSHIP

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

37. TESTING OF SKILLED/SEMI-SKILLED WORKMEN

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

38. QUALITY ASSURANCE AND QUALITY CONTROL

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

39. SITE VISIT

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

40. DEVIATION OF PROVISIONS IN AGREEMENT

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

41. RIGHT OF THE “CORPORATION”

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

42. 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.

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

43. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

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

44. FORCE MAJEURE

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

45. JURISDICTION

For all liabilities created under the various contractual obligations/impositions under this agreement, the “Job-Worker” undertakes not to raise any dispute or litigations in connection 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.

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

To be furnished in original

MAHANADI & BIRUPA BARRAGE GATE WORKS PROJECT,
CENTRAL WORKSHOP, RASULGARGH, BBSR.

Tender Call Notice No. OCC/MBBP/ 05 / 2021-22 dated. 27.09.2021

BILL OF QUANTITY AND PRICE SCHEDULE

Sl. No.	Description of work	Unit	Qty.	Rate per unit			Total amount for full quantity	
				In figure in (Rs.)	In words	GST as applicable in % & in (Rs)	In figure in (Rs)	In words
1	2	3	4	5	6	7	8	9
1	ERECTION OF END REDUCTION GEAR BOX AND EXTERNAL DRIVE COVERS 184 NOS. (WEIGHT VARYING FROM 62 TO 100 KG EACH APPROX.) OF UNDER-SLUICE AND SPILLWAY OF MAHANADI & BIRUPA BARRAGE GATES BY SUITABLE MEANS USING MAN AND MACHINERY AS PER SITE REQUIREMENT & DIRECTION OF ENGINEER-IN-CHARGE.	Nos.	184					
2	PAINTING OF END REDUCTION GEAR BOX AND EXTERNAL DRIVE COVERS AFTER ERECTION PREPARATION BY CLEANING PROCESS, MANUAL BY WIRE BRUSH. AFTER CLEANING, ONE COAT OF RED OXIDE PRIMER SHOULD BE APPLIED OVER THE PREPARED SURFACES TO GIVE A TOTAL DRY FILM THICKNESS OF 40 ± 5 MICRONS FOLLOWED BY TWO COATS OF ALUMINUM PAINT APPLIED. EACH COAT SHOULD GIVE A MINIMUM DRY FILM THICKNESS OF 75 ± 5 MICRONS. THE TOTAL DRY FILM THICKNESS OF ALL THE COATS INCLUDING PRIMER COATING SHOULD NOT LESS THAN 190 ± 5 MICRONS AS PER IS: 14177:1994.	Nos.	184					
Total : (1 + 2) =								

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

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

ANNEXURE-I

FORMAT OF BID SECURITY DECLARATION FROM JOB-WORKER IN LIEU OF EMD
(On Job-Workers Letter Head)

I/we, the authorized signatory of M/s,
participating in the subject tender no. for the item / Job of
....., do here by declare :

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

**Signature and seal of Authorised sign
of Job-Worker**

Name of Authorised Signatory:

.....

Company Name:

.....

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