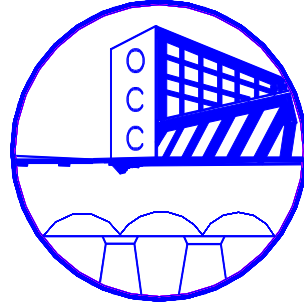


**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A Government of Odisha undertaking)**  
**REGIONAL WORKSHOP**  
**JEYPORE, KORAPUT -764002 (ODISHA)**



DESIGNED TO EXCEL

**TENDER DOCUMENT**

**TENDER CALL NOTICE No: OCCL/RWS/ 03 /2021-22 Dated. 05.10.2021**

**Name of work:-** “Transportation, Alignment, Erection, Commissioning and Testing of 1<sup>st</sup> Stage and 2<sup>nd</sup> Stage Embedded Parts, HR & Scouring sluice Gates, Screw Hoist, etc including dismantling of existing concrete & 2<sup>nd</sup> stage concreting (M-25 grade) , Rubber Seal Fixing and Painting of fabricated structure of Head Regulator and Scouring sluice Gate Structures of Chitughat Minor Irrigation Project under Chandahandi Block in the District of Nabarangpur as per approved drawing and direction of the Engineer-in-Charge.”

The tender document comprises of the following:

- |    |   |                   |
|----|---|-------------------|
| 1) | Tender call notice including front page of tender document.   | - 3(Three) sheets |
| 2) | Tender paper cost and document deposit particulars, Format of Bid Security Declaration in Lieu of EMD, Undertaking of Job-Worker. | - 3(Three) sheets |
| 3) | General Terms and Condition.  | - 7(Seven) sheets |
| 4) | Special condition of contract.  | - 2(Two) sheets   |
| 5) | Scope of the work and Technical specification.  | - 3(Three) sheets |
| 6) | Bill of Quantities & Price Schedule.  | - 1(One) Sheets   |

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Total: - 19 (Nineteen) sheets

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

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

**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A Government of Odisha undertaking)**  
**REGIONAL WORKSHOP**  
**JEYPORE, KORAPUT -764002 (ODISHA)**

**TENDER CALL NOTICE NO.: OCCL/RWS/03 / 2021-22 Dated: 05.10.2021**

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1. On behalf of M/s. Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mechanical), Regional Workshop, Jeypore, Koraput, Odisha invites sealed tenders from the enlisted job-workers of OCCL in M-III grade and above for the following work(s). If not enlisted, agency is to get enlisted in OCC Ltd. in M-III grade and above class which is mandatory before opening of the tender.

Sl. No.	Name of the work	Cost of Document (Including GST @18%)	Period of completion	Class of job-workers
1.	Unloading/loading, Transportation and shifting of Gates and its components from nearest road side of the project to erection sites of MI Projects using handling equipments such as cranes/powered winches/manually operated winches, chain pulley blocks/ pulling & lifting machinery etc., including all lifts /de-lifts, cost of labour, hire charges of handling equipment such as winches, crane etc., tools & tackles, consumables, de-watering by pumps, DG Set including seal fixing, concrete cutting, M-25 Second stage concreting , erection, alignment, painting, commissioning and testing including Welding Electrodes , Paints, Primer and Thinner, fasteners and erection Nuts and Bolts etc. of Head Regulator and Scour Sluice Gates of Chitughat MI Project under Chandahandi Block in Nabarangpur District as per approved drawings to be provided by OCCL & direction of the Engineer-in-Charge."	Rs.4720/- (Non-Refundable )	3(Three) months from the date of issue of work order	M-III and above

Cost of tender document (Non-refundable)	Sale of tender document		Receipt of tender	Opening of tender
Rs.4720/- inclusive of GST @ 18% on Rs.4000/-	From	To	26.10.2021 Upto3.00 PM	29.10.2021 at 4.00 PM
	11.10.2021	26.10.2021 Upto2.00PM		

2. The tender document may be downloaded from the OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) or Govt. of Odisha website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) . However, the cost of tender document as indicated in the table above must be deposited with the tender documents in shape of account payee Demand Draft drawn on any Nationalized Bank/Scheduled Bank payable at Jeypore (Odisha) (Non-refundable) in favour of "Odisha Construction Corporation Ltd., Project Account", otherwise, the tender will be cancelled.

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

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

3. The tender document must be submitted in the office of **Senior Manager (Mechanical)**, Odisha Construction Corporation Ltd., Regional Workshop (Irrigation Colony, OCC Building), Jeypore, Koraput, Odisha or in the O/O the General Manager (M), Erection & Maintenance, Rasulgarh, Bhubaneswar, which will be received **up to 3.00 P.M.** of 26.10.2021 and will be opened in the O/O the Senior Manager(M), OCCL, Regional Workshop, Jeypore(Irrigation Colony, OCC Building), Koraput on **dated:29.10.2021** at **4.00 P.M.** in the presence of the job-Workers or their authorized representatives, if so they desire. If the last date of submission & receipt of tender and opening of tender happens to be a holiday, the date will be deferred to the next working day, however, the time and venue shall remain unaltered. The undersigned shall not be responsible for any kind of delay by postal authorities.
4. Intending Job-Workers are required to furnish the following documents along with their tenders.
  - (i) Complete tender document duly filled-in, signed & stamped on each page by the Job-Worker 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 tender documents.
  - (ii) Annexure-I, "Bid Security Declaration" in lieu of EMD in enclosed format on Job-Worker's letter head.
  - (iii) Cost of tender document (in case the document is downloaded from website).
  - (iv) Copy of up-to-date valid GST.
  - (v) Copy of PAN card.
  - (vi) Copy of valid EPF and ESI.
  - (vii) Copy of document indicating residential address.
  - (viii) Copy of valid enlistment certificate as Job-worker issued by "OCCL". If not enlisted, agency is to get enlisted in OCC Ltd. in M-III grade and above class which is mandatory before opening of the tender.
  - (ix) Undertaking in prescribed format available in the tender document.
  - (x) Copy of valid labour license. (The bidder is required to furnish necessary labour license issued by Competent authority before commencement of work if required).
  - (xi) Detail planning of men, machinery and materials for execution of tendered work.
5. Quantity in the tender schedule is tentative and may vary as per drawing / requirement during execution of work at site as per direction of the Engineer-in-Charge and payment shall be made accordingly.
6. Tender through Fax/Telex/Telegram/e-mail will not be accepted.
7. The authority reserves the absolute right to accept or reject any or all tenders and to split up works to award to one or more job-Workers without assigning any reason thereof.
8. The intending Job-Worker is to quote rates in enclosed original price schedule format only.
9. The successful Job-Worker shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement and direction of Engineer-in-charge.
10. The Job-Worker registered under NSIC/MSME for participation in tender / quotation are not entitled for exemption from payment of 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.
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.
12. 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  
Power of attorney holder with date,  
full name, designation and official seal

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

**TENDER PAPER COST AND DOCUMENT DEPOSIT PARTICULARS**

**DETAILS OF TENDER PAPER COST AND DOCUMENTS**  
**SUBMITTED ALONG WITH TENDER**

1. Tender Paper cost amounting to Rs. \_\_\_\_\_ (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  
Power of attorney holder with date,  
full name, designation and official seal

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

**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  
hereby 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 years from the date of committing such breach.

Signature and Seal of Authorised Signatory  
of Job-Worker

Name of Authorised  
Signatory.....

Company  
Name.....

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

Senior Manager (Mech.)  
OCCL, Regional Workshop,  
Jeypore,Koraput-764002 (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.

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

Present address for correspondence :

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

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

## GENERAL TERMS AND CONDITIONS

### **1. DEFINITIONS**

(i) **“CORPORATION”** means **ODISHA CONSTRUCTION CORPORATION LTD. (“OCCL” in short)** with registered office at Unit-8, Gopabandhunagar, Bhubaneswar – 751 012 (Odisha) represented through its Managing Director or any other officer as designated by the Corporation from time to time.

(ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by OCCL at work site for the work including the Senior Manager (Mech.), OCCL, Regional Workshop, Jeypore, Koraput-764002, (Odisha) or their authorized person.

(iii) **“JOB-WORKER”** means the enlisted person/firm/organisation 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 “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 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(s) of OCC Ltd./ Govt. of Odisha for a period of 3(Three) years from the date of committing such breach.

### **3. RATE**

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

The “Job-Worker” shall quote the rates to complete the works as per specifications inclusive of all labour, consumables, 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.

### **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” and balance 10(Ten)% payment shall be made after 30(Thirty) days of satisfactory performance of work after inspection and satisfaction of “Engineer-in-Charge”.

(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 and accepted by the “Engineer-in-Charge”. The “Job-Worker” cannot 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 “Engineer-in-Charge”.

(vi) Any penalty levied by Client on OCCL due to delay in work will be borne by the “Job-Worker” in full, if the “Job-Worker” is responsible for delay.

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

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

**6. PERFORMANCE SECURITY**

The Performance Security at the rate of 3(Three)% shall be deducted on the gross amount of each bill of the "Job-Worker". The performance security will be released after 6(Six) months of satisfactory completion of the work or settlement of final bill of the "Job-Worker", whichever is later, if no defect in the work is noticed and material account as well as all disputes are settled.

**7. PROVIDENT FUND**

Employees Provident Fund, wherever applicable, shall be payable by the "Job-Worker" as per Provident Fund Rules in force and shall keep the "Corporation" indemnified for it. He should get the registration no. 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".

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

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

**9. WITH HELD AMOUNT FOR EPF, FPF AND ESI DUES**

2(Two)% shall be deducted and kept withheld from R.A. bills of the "Job-Worker" towards EPF, FPF and ESI dues. If the "Job-Worker" produces clearance in support of deposit of EPF, FPF and ESI dues with the concerned authority within 3(Three) months from the end of each financial year, the above withheld amount shall be released. Otherwise, the "Corporation" shall deposit the same with Provident Fund Authority and ESI Authority. Defects, if any, shall be recovered from the "Job-Worker".

**10. INCOME TAX, GST, OTHER TAXES, DUTIES, LEVIES ETC.**

Income tax at the prevailing rate from time to time will be deducted from each bill of the "Job-Worker" and shall be deposited with Income Tax Authorities. However, the "job-Worker" shall bear GST on materials procured by him. GST applicable on purchased items and services rendered there shall be released as per norms. The "Job-Worker" will have to produce tax invoice against each bill for payment. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted from bills of the "Job-Worker".

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

The "Job-Worker" shall ensure optimum utilisation of the plants, machinery, equipments, tools, tackles, consumables, cement, steel materials etc. and shall not create any hindrance for others. The decision of the "Engineer-in-Charge" regarding the optimum requirement shall be final and binding on the "Job-Worker".

**12. RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.**

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

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

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

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

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



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

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

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

Any damage to/ by the plants, machinery, equipments, tools, tackles etc. during use by the "Job-Worker" shall be booked to the "Job-Worker" for recovery from his bills.

The balance unused/excess cement, steel materials, balance consumables etc. of the "Corporation", if any, shall be returned by the "Job-Worker" in good condition at specified places as per direction of the "Engineer-in-Charge" failing which the cost at 5(Five) times the market rate shall be deducted from the "Job-Worker".

**14. SCRAP STEEL MATERIALS/CUT PIECE RODS**

The scrap steel materials/cut piece rods generated during execution of work out of steel materials issued by "OCCL" shall be the property of the "Corporation". It is the responsibility of the "Job-Worker" to collect and stack them at proper location/locations as per direction of the "Engineer-in-Charge". The "Job-Worker" shall be responsible for return of the same. An unaccounted loss of 0.5% shall be allowed. Balance has to be returned to the "Corporation". In case of non-return of the same, the cost as decided by the "Engineer-in-Charge" shall be recovered from the "Job-Worker".

**15. ELECTRICITY**

Electricity required 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, "OCCL" shall not provide electricity or DG at site.

**16. 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".

**17. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS**

The work shall be carried with due diligence and in a workman like manner in accordance with relevant Bureau of Indian Standard specifications on the basis of latest approved drawings and technical specifications supplied by "Corporation" in absence of which as per the direction of "Engineer-in-Charge".

The technical specifications in the relevant agreement between the "Corporation" & owner and approved drawings & technical specifications issued by the owner & "Corporation" shall be the basis for execution of work under the agreement. In the absence of approved drawings and technical specifications, the direction of the "Engineer-in-Charge" shall be final and binding on the "Job-Worker".

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

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

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

**18. PAYMENT TO WORKMEN**

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

**19. 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".

**20. INFORMATION OF WORKMEN**

The "Job-Worker" will make his own arrangements for engagement 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.

**21. 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.

**22. 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.

**23. 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".

**24. LABOUR LICENSE**

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 amend from time to time.

**25. 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".

**26. WORKMEN INSURANCE**

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

**27. HUTMENTS/TEMPORARY ACCOMMODATION**

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

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

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

**28. IDLE LABOUR**

“OCCL” will not be held responsible for idle labourers of the “Job-Worker” for any reason, whatsoever and no claim on this account will be entertained.

**29. WORKING IN SHIFTS**

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

**30. CLAIMS AND LIABILITIES**

All claims/liabilities etc. arising out of Explosives act and labour laws shall be borne by the “Job-Worker” and he shall keep the “Corporation” indemnified against them and also in case of injuries or death of labourer(s) resulting from accidents during the execution of the work. In case the “Corporation” will have to pay for any such claims under Workmen’s Compensation Act, the same shall be adjusted from the pending bills/dues of the “Job-Worker” or shall be recovered otherwise as per law from him.

**31. SAFETY**

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

**32. WATCH AND WARD**

The “Job-Worker” shall arrange watch and ward and safety of the site of work, constructed structures, machinery, vehicles, equipments, tools, tackles, consumables, cement, steel materials etc. of the “Corporation” and owner 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.

**33. AUTHORISED PERSON**

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

**34. SPLITTING UP WORK**

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

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

**35. BREACH OF CONTRACT**

The Performance Security is liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the “Corporation” including due of labourers/workmen and other statutory payable liabilities payable by the “Corporation” as principal employer shall be cleared by the “Job-Worker”. The decision 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.

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

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

**36. TERMINATION OF CONTRACT**

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

**37. RESPONSIBILITY OF JOB-WORKER**

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

**38. PROGRESS OF WORK AND PENALTY**

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

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

**39. REJECTION DUE TO BAD WORKMANSHIP**

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

**40. TESTING OF WELDERS AND OTHER SKILLED/SEMI-SKILLED WORKMEN**

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

**41. QUALITY ASSURANCE AND QUALITY CONTROL**

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

**42. SITE VISIT**

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

**43. DEVIATION OF PROVISIONS IN AGREEMENT**

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

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**44. RIGHT OF THE "CORPORATION"**

The "Corporation" reserves the right to cancel a particular quotation call or all quotation calls without assigning any reason thereof. **The items can be splitted among two or more job-Workers at any stage.** The offer of any quotationer or all may be cancelled without assigning any reason thereof. The requirement shown in any quotation call notice are only indicative and may vary.

**45. APPROACH ROAD, HAUL ROAD AND COFFERDAM ETC.**

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

**46. SUB-LETTING**

The work under any agreement shall not be assigned or sublet to 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.

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

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

**48. FORCE MAJEURE:**

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

**47. JURISDICTION**

For all liabilities created under the various contractual obligations/impositions under this agreement, the "Job-Worker" undertakes not to raise any dispute or litigations in connection there with and shall make all endeavors to resolve all disputes amicably through conciliation and in all such cases, the decision of the Managing Director, "OCCL" shall be final and binding on the "Corporation" as well as on the "Job-Worker" failing which all such disputes arising out of the agreement shall be subject to jurisdiction of Hon'ble High Court of Odisha at Cuttack and their sub-ordinate courts at Bhubaneswar only. Both the parties agree by mutual consent that any dispute relating to this agreement is barred from arbitration.

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## SPECIAL CONDITIONS OF CONTRACT

1. Tender should be submitted in a single sealed outer cover subscribing in bold letters as “Transportation, Alignment, Erection, Commissioning and Testing of 1<sup>st</sup> Stage and 2<sup>nd</sup> Stage Embedded Parts, HR & Scouring sluice Gates, Screw Hoist, etc including dismantling of existing concrete & 2<sup>nd</sup> stage concreting and painting of fabricated structure of Head Regulator and Scouring sluice Gate Structures of Chitughat Minor Irrigation Project under Chandahandi Block in the District of Nabarangpur as per approved drawing and direction of the Engineer-in-Charge.”
2. Conditional bids with deviations will not be accepted. Those who do not agree to the terms and conditions regarding payment, work and others need not quote.
3. The Job-Worker will be declared ineligible for corrupt and fraudulent practices by OCCL.
4. The job-worker shall bear all costs associated with preparation and submission of his bids and the OCCL will in no case be responsible and liable for those costs.
5. Before the dead-line for submission of tender, OCCL may modify the tender documents through addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated by hoisting in the website.
6. The job-worker should sign on all pages of tender documents and drawings in token of acceptance of tender terms, conditions and technical specifications. The tender will be rejected, if not signed on each page.
7. Tender shall remain valid for a period of 3(Three) months from the date of submission and tender valid for a shorter period shall be rejected by OCCL as non-responsive.
8. Any tender received by the OCCL after the dead line prescribed will be summarily rejected.
9. Where there is a discrepancy between the rates in figures and in words, the rate in words will govern. Where there is a discrepancy between the unit rate and amount, the unit rate as quoted will govern.
10. In case of discrepancy between the bill of quantities, specifications and/or drawings, the Engineer-in-Charge shall be sole deciding authority as to which shall prevail and his decision shall be final and conclusive.
11. The “Job-Worker” shall, during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary stores, offices etc. required for proper and efficient execution of the work.
12. Whenever the Engineer-in-Charge exercise his authority to cancel the contract for insolvency assignment or transfer or subletting of contract, he may complete the work by any means at the Job-Worker’s risk and expenses provided always that in the event of the cost of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to OCCL. If the cost exceeds, the Job-Worker shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Job-Worker by other means.

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13. If the Job-Worker makes default in commencing the work within a reasonable time or within the time specified, or having taken over the site, does not commence the work within a reasonable time, or if the Job-Worker , in the opinion of the Engineer-in-Charge, during the currency of the contract makes default in proceeding with the work, or progress of work is slow, or in the opinion of the OCCL/Engineer-in-Charge the workmanship is poor, or if the Job-Worker fails to comply with any of the terms and conditions of the contract, or fails to complete the work in full or part and clears the site on or before the date of completion, or fails to achieve the progress as set out under the contract or fails to carry out the orders issued by the Engineer-in-Charge or abandons the contract or otherwise commits any breach of contract, OCCL will cancel the contract as a whole or in part or any items of work under the contract without any prior notice to the Job-Worker at the sole cost, risk and expense of the Job-Worker and get the balance work executed either by OCCL itself, or by another Job-Worker or through any other agency as deemed fit. In such an event, the Job-Worker shall be liable to make good and compensate all losses, expenses whatsoever, incurred or to be incurred by OCCL.
14. The Job-Worker shall be responsible for providing at his own expenses all precautions to prevent loss or damage and from any and all risks and in order to minimize the amount of any such loss or damage and for necessary steps to be taken for the said purpose until the works have been handed over complete in all respect to the Engineer-in-Charge.
15. No claim of the Job-Worker, whatsoever, shall be entertained after payment of the final bill.
16. Any agreement, bank guarantee, hypothecation deed etc. required to be executed under this contract shall be made at the cost of the Job-Worker with proper stamp duty as per the format.
17. The job-worker must visit to the Workshop/Sites and visualize its condition before quoting the rates.
18. Any correction and rectification required for the work done by the job-worker should be taken up immediately by the job-worker as per direction of the Engineer-in-Charge at his own cost.
19. The hutment, electricity, water and other day to day requirement of the worker and supervisory staff will be arranged by the job-worker. However the land (if available) required for construction of temporary hutments will be provided by OCCL on non chargeable basis. It is the responsibility of the job-worker to demolish the hutment and other structures and remove the debris immediately after completion of the work.
20. Watch and ward of vehicles, machineries of OCC Ltd. as well as his own shall be sole responsibility of the Job-Worker.

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## **Detail Scope of Work and Technical Specifications**

**Name of work:-** “Transportation, Alignment, Erection, Commissioning and Testing of 1<sup>st</sup> Stage and 2<sup>nd</sup> Stage Embedded Parts, HR & Scouring sluice Gates, Screw Hoist, etc including dismantling of existing concrete & 2<sup>nd</sup> stage concreting(M-25 grade) , Rubber Seal Fixing and Painting of fabricated structure of Head Regulator and Scouring sluice Gate Structures of Chitughat Minor Irrigation Project under Chandahandi Block in the District of Nabarangpur as per approved drawing and direction of the Engineer-in-Charge.”

### **The following are the scope of work to be carried out by the Job-Worker:**

- A) **By Successful Job-Worker:** Prior to quoting the rates, the Job-Worker shall visit physically Chitughat MI Project under Chandahandi Block located in the district of Nabarangpur.
1. a. Loading/Unloading and transportation of fabricated Gates and its components from nearest point of the project i.e. road side to worksite by using handling equipments such as cranes/powered winches/manually operated winches, chain pulley blocks/ pulling & lifting machinery etc., including all handling charges i.e. cost of labour, hire charges of handling equipment such as winches, crane etc.
  - b. De-watering by using pumps, if required and diversion of water by cofferdam using sand bags/barrier for completion of the project.
  - c. All chiseling, chipping & concrete cutting including second stage concreting (M-25) to re-fix the Guide, Sill Beams & Top Beams.
  - d. All erection jobs including supply of tools and tackles.
  - e. All greasing works including grease and lubricants.
  - f. Fixing of rubber seals and fasteners etc. as per approved drawings and specifications.
  - g. Painting of Gates, Hoist & Platform and its components including paints of reputed brand (like BERGER/ Asian/ Shalimar/ Jotun) and good quality confirming to IS 14177:1994 with all painting accessories. The application of paint must also confirm to the above IS code i.e. i.e. IS 14177:1994 to be verified and allowed by the Senior Manager(M) before utilization at site.
  - h. Erection and commissioning of all Gates complete in all respects including all required erection Nuts and Bolts under this invitation.
  - i. Testing of Gates in dry condition.
2. The procedure of work adopted by the Job- Worker must be accepted and approved by the Engineer-in-Charge.
  3. The civil works which have been completed by the other agencies leaving block-outs for fixing guides frames etc. shall be done by the job-Worker along with mechanical works. The same may not be truly as per plumb and the job-Worker may have to take up a lot of chiseling work for fixing the second stage embedded parts. If in any groove no first stage embedded parts are available, the job-Worker shall have to fix some embedded parts to make the guides rigid and vertical.
  4. Any such other incidental works not covered under scope of work as may be required during execution of work for completion of the contract shall be done the cost of the Department with prior approval of the competent authority.
  5. 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 and POL to complete the work at his own cost.

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6. Hoist platform anchors, if no blockouts founded are to be Epoxy grouted with suitable bolt as per direction of "Engineer-in-Charge".
7. All tools and tackles such as chain pulley blocks, winches, derricks etc. required to accomplish for the aforesaid works are to be arranged by the job-worker.
8. All works shall be done by the Job-Worker as per direction of Engineer-in-Charge.
9. Unloading of all fabricated items from truck or trailer of OCC Ltd. will be done by the job-worker.
10. All required consumables such as welding accessories and Low Hydrogen welding electrodes (7016, 7018) of ISI mark of reputed brands such as Advani-Orlikon, ESAB, D&H, Modi etc., grinding wheels, industrial gases etc. shall be provided by job-worker.
11. All required machineries such as welding machines, grinding machines, compressors (for painting) etc. shall be arranged by job-worker.
12. The required pickup/truck for shifting of the Gates and other fabricated items from road point to work site shall be provided by the job-worker.
13. The job worker will be responsible and give proper account of utilization of materials provided to him by OCCL. Any loss of materials due to theft or bad workmanship will be recovered from the job worker.
14. Safety kits and first aid facilities for the supervisory staff and workers engaged in Job will be provided by the Job-worker.
15. Site welding is to be done with generator as there is no power supply at the worksite and suitable DG shall be arranged by the Job-Worker and the welding shall be done as per standard practice. All expenditure for running the D.G will be borne by the job-worker.
16. Experienced workmen like riggers, fitters, welders etc. must be engaged at work site. The job-worker should produce previous experience certificates of the workmen before start of erection works.
17. Any correction or rectification required arising out of the fault of the job-worker for the work done should be borne by the job-worker at his cost & responsibility.
18. All materials required for 2<sup>nd</sup> stage concreting (Cement, Sand, and Aggregates) shall be arranged and provided by the job worker. The grade of 2<sup>nd</sup> stage concrete of M-25 Grade as per IS:456. During execution of work, any deviation in quantity either less or excess shall be paid to the Job-Worker as per agreement rates to complete the work in full shape.
19. Demolition hammer required for dismantling of existing concrete in the gate groove and seal beam groove will be arranged by the Job-Worker.
20. Painting Work with paints/primer/thinner etc. shall be supplied by Job-Worker and to be done as per codal provisions of IS 14177. All machineries, Consumables and accessories required for painting, manual scraping, wire brushing, cleaning and washing will be provided by the job worker. Painting of gates after surface preparation by cleaning process, manual by wire brush. After cleaning, the surface should be cleaned from loose dust and debris preferably by air blast with help of blower. Two coats of zinc rich primer should be applied over the prepared surfaces to give a total dry film thickness of  $70 \pm 5$  microns followed by two coats of solvent less coal tar epoxy paint applied at an interval of 24 hours. Each coat should give a minimum dry film thickness of  $150 \pm 5$  microns. The total dry film thickness of all the coats including primer coating should not less than  $350 \pm 5$  microns as per IS: 14177:1994.
21. Land required for storage of materials shall be arranged by the Job-Worker at his own cost and responsibility.

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22. The Job-Worker shall make arrangement at his own cost to watch the materials at site till the work is finally closed and handed over.
23. The Job-Worker shall remain responsible to arrange all mechanical means whenever required to complete the work in time at his own cost.
24. Any damage caused to the work due to any cause whatsoever during the execution will be made good by the Job-Worker until it is handed over to the Department in complete shape. "Any cause" includes natural calamities of all kind, strikes, force majeure i.e. action of God like earth quakes, volcanic eruption, cyclone, flood etc.
25. During execution of work, if any type of accident occur resulting injury temporary or permanent disability or death to the work men, or supervisor of the Job-Worker, the Department will not be held responsible for such damages. The loss due to accident for either man or machinery and materials shall be borne by the Job-Worker.
26. Dispute: Any dispute arising will be decided within the jurisdiction of Honorable Odisha High Court of Odisha, Cuttack and their Sub-Ordinate Courts at Bhubaneswar Only.
27. No idle payment will be given to the Job-worker at any circumstance.

**B) By OCCL:**

1. All Gates and its components including 2nd stage embedded parts and other structures will be fabricated by OCCL and will be transported to nearest point of erection.
2. Required rubber seals with fasteners along with other bought out items like screw rod & gear box etc. will be supplied by OCCL.
3. All erection including alignment and welding etc. shall be done as per the following:
  - a) Approved drawings issued by "Engineer-in-Charge" from time to time.
  - b) Technical specifications issued by "Engineer-in-Charge" from time to time.
  - c) Relevant standards of BIS and other National/International bodies.
  - d) Direction of "Engineer-in-Charge" from time to time.

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**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A Government of Odisha undertaking)**  
**REGIONAL WORKSHOP**  
**JEYPORE, KORAPUT – 764002 (ODISHA)**

**TENDER CALL NOTICE NO.: OCCL/RWS/03/ 2021-22 Dated:05.10.2021**

**BILL OF QUANTITIES & PRICE SCHEDULE**

**Name of the work:-** “Transportation, Alignment, Erection, Commissioning and Testing of 1<sup>st</sup> Stage and 2<sup>nd</sup> Stage Embedded Parts, HR & Scouring sluice Gates, Screw Hoist, etc including dismantling of existing concrete & 2<sup>nd</sup> stage concreting(M-25 grade) , Rubber Seal Fixing and Painting of fabricated structure of Head Regulator and Scouring sluice Gate Structures of Chitughat Minor Irrigation Project under Chandahandi Block in the District of Nabarangpur as per approved drawing and direction of the Engineer-in-Charge.”

Sl. No.	Description of items	Unit	Approx Qty	Rate including GST		Amount including GST	
				Rs. (in fig)	Rs. (in word)	Rs. (in fig)	Rs. (in word)
Unloading/loading, Transportation and shifting, erection of first stage & second stage embedded parts, gates, screw hoists, second stage concreting of Head regulator & Scouring sluice gates of Chitughat MI Projects under Chandahandi Block in the control of M.I. Division, Nabarangpur District including supply of required machineries, labour, paints, tools & tackles etc. to complete the work as per approved drawings to be provided by OCCL & direction of the Engineer-in-Charge.”							
<b>1</b>	<b>Nabarangpur District(Chitughat MI Project under Chandahandi Block-130 Kms approx from Jeypore)</b>						
<b>A.</b>	<b>Head Regulator Size : 900mm x 900mm -- 1 No.</b>						
(i)	First stage embedded parts	Set	01				
(ii)	Second stage embedded parts	Set	01				
(iii)	Gate	Set	01				
(iv)	Screw hoist	Set	01				
(v)	Second stage concreting	cum	04				
<b>B.</b>	<b>Scouring Sluice Gate Size : 2300mm x 1000mm -- 3 Nos.</b>						
(i)	First stage embedded parts	Set	03				
(ii)	Second stage embedded parts	Set	03				
(iii)	Gate	Set	03				
(iv)	Screw hoist	Set	03				
(v)	Second stage concreting	cum	18				

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